

IN THE CIRCUIT COURT OF SEARCY COUNTY, ARKANSAS
FIRST DIVISION

MICHAEL PIETRCZAK

PLAINTIFF

VS.

CASE NO. 65CV-21-20

RURAL REVIVAL LIVING
TRUST; and LAURA LYNN HAMMETT

DEFENDANTS

APPEAL TRANSCRIPT

PAGES 1 - 119

Proceedings before:

THE HONORABLE SUSAN WEAVER
Twentieth Judicial District
First Division
Marshall, Arkansas

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LAURA LYNN

DEFENDANTS

BE IT REMEMBERED, that on this 4th day of August, 2021, a day of the regular term of the above-styled Court, the above and foregoing cause came on for hearing before the Honorable Susan Weaver, the regular judge, present and presiding, and the parties present announcing ready for trial, the following is a transcript of the proceedings had via Zoom:

APPEAL TRANSCRIPT

Jana Perry, CCR - P.O. Box 151 - Greenbrier, AR 72058
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APPEARANCES:

On Behalf of the Plaintiff:

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On Behalf of the Defendants:

Ms. Laura Lynn Hammett - *Pro Se*
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P R O C E E D I N G S

THE COURT: This is going to be 65CV-21-20.

MR. WHITE: Correct, Your Honor.

THE COURT: And this is showing that it's set for a final hearing. And there have been several motions filed by Ms. -- do you prefer Hammett?

MS. HAMMETT: Hammett, yes. I was using Lynn only because that's the name that they used, and it's on a lot of the evidence because it was from before I was Hammett. But I've been married, and that's my name. We can use Lynn if that's easier.

THE COURT: No, that's fine. I just wanted to know what -- how to address you, that was it. And anyway, so I see there have been several motions filed by Ms. Hammett. And then there have been more motions filed, as of yesterday, by Ms. Hammett. And we have been -- we had a long day yesterday, so I have not looked at anything that was from yesterday that got filed. So I don't know, Mr. White or Ms. Hammett, how you all want to address all the motions that are pending.

MR. WHITE: Your Honor, we are set for a final today. I went back and looked at the calendar and looked at the Rules of Civil Procedure. It's my position that any pleadings filed after July 15th

1 violates Rule 6, that they're supposed to be 20 days
2 prior to the hearing. And, technically, with all
3 these motions that have been filed, I'm still within
4 my response time. I'm fine with filing responses if
5 the Court wants to push it so that I can; otherwise,
6 I would -- my suggestion is is that they're untimely
7 and that they not be responded to. The only things
8 that meet the time criteria of the Rules would be my
9 Complaint, their Answer -- or her Answer, and Motion
10 for Continuance, Motion for Default Judgment. But
11 the Motion for Continuance Ms. Hammett, her second
12 filed response -- or reply on -- first, on August 2nd
13 at 17:57:03 and then on August 2nd at 18:24:52, waive
14 the continuance.

15 So really, in my mind, the only thing left is
16 the Complaint, and the Answer, Counterclaim, Motion
17 for Default. The -- everything else I believe is
18 untimely, unless the Court wants to continue so that
19 I file responses to all of these.

20 THE COURT: Okay. And let's talk about that.
21 You said Rule --

22 MS. HAMMETT: Your Honor, may I answer?

23 THE COURT: Hang on. Mr. White, You said Rule
24 6? Which rule did you quote me about the 20 days?

25 MR. WHITE: 6(c), "A written motion, other than

1 one which may be heard ex parte, and notice of the
2 hearing therefore shall be served not later than 20
3 days before the time specified for the hearing."
4 Since this has been set for a final since we filed
5 the initial complaint, I believe, the 20-day rule
6 would kick into effect. That deadline would be July
7 15th. I am aware, from previous cases, that when I'm
8 in my response timeframe, if those motions are ruled
9 upon then it's -- there's a case that says that it is
10 a misprision of the Court, and that they have to be
11 set aside. I don't like to do that, but I also don't
12 like to see this motion after motion the day before
13 the hearing. I'm in here trying to prep all day
14 yesterday, and I just keep getting more and more
15 motions. I didn't even bother -- I read them, I
16 didn't even bother to respond to them. And I didn't
17 have time to respond to them. So if you want
18 responses -- excuse me, if she wants responses,
19 that's fine. And I also say that applies to the
20 discovery request that she is asking to be deemed
21 admitted. They were filed on July 21st, which is 14
22 days ago. I technically have 16 more days to respond
23 to those requests for admissions.

24 So, I mean, everything, except for what I
25 mentioned that I believe is on the docket today or is

1 timely filed, is set aside. And if you want me to
2 read through the pleadings I believe that are set
3 aside, I can do that. Although, the stack is -- the
4 stack is not that bad if you want me to read through
5 them.

6 THE COURT: Not -- not just yet. I was just
7 reading over -- I have never had anybody bring that
8 up, Mr. White. I think that you just may have quoted
9 my favorite thing that I'm going to use for the rest
10 of my life now.

11 MR. WHITE: Trust me, I've had this happen
12 before, Judge. And I --

13 THE COURT: All right. Ms. Hammett, response?

14 MS. HAMMETT: Yes. The things that I filed
15 yesterday was a motion to dismiss, which is allowed
16 right up until the trial. I filed a motion in limine
17 to exclude any evidence that he didn't file timely.
18 Because he was supposed to file by 24 hours prior to
19 the hearing and did not file anything and didn't give
20 me copies of anything, so I don't know what his
21 evidence is going to be. I filed a motion for
22 reading jury instructions, including a special. It's
23 just three instructions, they're very
24 straightforward. They're the instructions for the
25 model jury instructions in regards to breach of

1 contract and the deceit, which are in my
2 counterclaim. And I -- the only thing that I varied
3 from the model jury instructions was I added some
4 comments that were included -- Supreme Court
5 Committee on Jury Instructions. And I'm not an
6 attorney. And this is my first trial, so I'm sorry
7 if I botch, like, the name of the committee or
8 something --

9 THE COURT: Okay. Well, Ms. Hammett, you're not
10 really making a response to what his argument was
11 about the Rule 6 and the timing. And you're not --
12 like, this isn't a jury trial, so there's not a need
13 for jury instructions. And also --

14 MR. WHITE: I should say, Judge --

15 MS. HAMMETT: (Inaudible.)

16 MR. WHITE: -- the rule I cited to the --

17 THE COURT: Mr. White, I can't hear you.

18 MR. WHITE: I said the rule that I'm citing for
19 the request for admissions is Rule 36, that provides
20 that unless -- the matter is admitted unless, within
21 30 days after service, that we filed our responses.
22 We're on day 14 of that 30 days, and that timeframe
23 is included within Rule 36.

24 THE COURT: Right. I was talking about just
25 Rule 6, though, with all the motions themselves --

1 MR. WHITE: Okay.

2 THE COURT: -- being filed.

3 MR. WHITE: Well, part of the motions is to deem
4 the request for admissions filed 14 days ago
5 admitted, which is obviously untimely under the rules
6 that I'm citing.

7 THE COURT: Okay. And --

8 MR. WHITE: And I don't mind addressing those --

9 THE COURT: Well, we may not need to get there
10 yet.

11 Ms. Perry, did you get the exhibits from Mr.
12 White?

13 COURT REPORTER: No, ma'am, he said that he
14 filed them with his -- he filed them on eFlex. So I
15 don't have any for -- so that's totally -- doesn't
16 apply.

17 THE COURT: Okay. I see those on there, I just
18 didn't know if there was anything else. And so I
19 just knew that Ms. Hammett said they weren't timely,
20 but they are. They were filed August 2nd.

21 MR. WHITE: No, ma'am, my exhibits were filed
22 with the complaint initially.

23 THE COURT: And there's those as well, right.
24 But I was looking at the exhibits -- there's a list
25 of them that were all filed on the 2nd --

1 MS. HAMMETT: Those are mine.

2 MR. WHITE: Yeah, those are -- those are Ms.
3 Hammett's. I didn't --

4 THE COURT: Those are --

5 MR. WHITE: I've looked through them. I think
6 most of them will be --

7 THE COURT: I'm so sorry.

8 MR. WHITE: I don't know if I'm reverbing and
9 there's a lag?

10 THE COURT: It's -- it's like -- I don't know if
11 it's because you're back further away from it, it
12 takes it just a second. It's like I can't hear you,
13 and then I can. It's like you're muffled just at the
14 very start when you talk, but that's it.

15 MR. WHITE: I'm sorry, Judge, I'd pull it closer
16 or else I can't get Mr. Pietrczak on the screen.

17 THE COURT: You're -- I can hear you talking, it
18 just takes it a second to pick it up. And then once
19 it picks up, you're fine.

20 MR. WHITE: I understand, Judge.

21 THE COURT: Let me -- okay. So, Ms. Hammett, in
22 regard to his response -- I'm sorry, his argument
23 about your motions not being timely because of the 20
24 days prior and also the -- his time to respond is
25 still within, what, I think he said 16 days he has

1 left, or 14 days. Either way, what is your response
2 to those?

3 MS. HAMMETT: Okay. The requests for admissions
4 were served on June 22nd, and they were served by
5 mail. And so his responses were due sooner. I filed
6 them later, but they were served. And the rule on
7 rules for admission, I don't recall offhand the
8 number, I think it's 26 or -- anyway, the rule about
9 the admissions is that you have 30 days after they're
10 served. And I added the three days, and that's all
11 in my reply.

12 The things that I filed yesterday, besides the
13 ones that I mentioned to you already, I filed a reply
14 to his response, which he called a reply, but it's a
15 response to the request for admissions. And he also
16 filed yesterday -- or on the 30th of July, and I
17 didn't get it until Monday because the clerk was
18 backed up and didn't post them until Monday. But he
19 made responses to the request for admissions, which
20 was untimely. He made a response to the motion for
21 default judgment, which was untimely; and made a
22 response -- let's see, he's got request for
23 admissions, default judgment -- and he made a
24 response to the motion for continuance, which was
25 untimely. The default judgment was timely, and I

1 replied timely.

2 So all of that. And then this Rule 6, I am not
3 familiar with it. If you give me a moment, I'll read
4 it. What --

5 MR. WHITE: Judge --

6 MS. HAMMETT: -- point to exactly that says that
7 they're -- everything was due before the --

8 MR. WHITE: You're -- you're practicing at the
9 level of attorney, so you figure it out. I've never
10 been threatened with Rule 11 sanctions more on any
11 case than this one. I'm not inclined to give you any
12 legal advice or help you in any way.

13 MS. HAMMETT: I'm asking what court rule you are
14 referring to that -- and I didn't catch it when you
15 said it. I'm just asking you to repeat, please.

16 THE COURT: He -- he -- it was Rule 6 and Rule
17 36.

18 Mr. White, I have a quick question. And, again,
19 because I'm trying to go through all of this real
20 quick. I -- so this is again -- and I just want to
21 make sure that I'm understanding, Mr. White, so --
22 just because there's been so much, so much. Is there
23 proof of service anywhere? Do you know if -- where
24 it is? Just -- and I'm only asking that so it makes
25 it quicker for me to find it.

1 MR. WHITE: Proof of service of what, Judge?

2 THE COURT: Well, I know that she was saying
3 that she didn't get served. But I believe that she
4 waives that at the time that she files something.

5 MR. WHITE: Are you talking about initially --
6 (inaudible).

7 THE COURT: Yes.

8 MR. WHITE: So --

9 COURT REPORTER: Wait. I'm sorry. I'm sorry,
10 Mr. White, I have no idea what you just said. Could
11 you -- could you scoot up to the computer a little
12 bit closer, please? I don't need to see your client
13 right now, I just need to be able to hear you.

14 MR. WHITE: (Inaudible.)

15 COURT REPORTER: Judge, he -- you -- he asked
16 you a question, and you said yes, what he -- you were
17 referring to. And I didn't understand what that was.

18 THE COURT: I don't remember what he asked now,
19 but the answer was yes. What was it you just asked
20 me, Mr. White? I'm sorry.

21 MR. WHITE: You indicated a certificate of
22 service. I was asking which certificate of service
23 you were referencing.

24 THE COURT: Well, on -- because I'm showing that
25 it's --

1 MR. WHITE: Can you hear me okay?

2 THE COURT: Yeah, it's -- again, it's just when
3 it starts. It's like you need to go, "Test," and
4 then do it. I don't know.

5 COURT REPORTER: I'm having a really hard time
6 understanding Mr. White, Judge.

7 THE COURT: Okay. Well, he's not talking yet,
8 so. All right. So, anyhow, I'm talking about --

9 MR. WHITE: (Inaudible.)

10 THE COURT: -- the service of --

11 MS. HAMMETT: Service of summons --

12 MR. WHITE: Do you want to know all of the --

13 MS. HAMMETT: Service of summons was never made
14 on any --

15 THE COURT: Ms. Hammett, I'm not trying to be
16 ugly or -- I'm not trying to be rude, but I'm talking
17 to Mr. White; okay? So -- because this hard enough
18 as it is on Zoom, I'm going to ask you not to
19 interrupt, please.

20 So, Mr. White, anyway, I was looking for a
21 service on any of the parties. I know that we've got
22 -- because it was against the Trust and then also Ms.
23 Hammett. Now, she made an appearance because she
24 said she found it on Court Connect. And I think that
25 she probably has waived the service issue, because

1 she has made an appearance and filed multiple,
2 multiple, multiple pleadings. But as far as the
3 Living Trust, she's not an attorney and can't
4 represent them.

5 MR. WHITE: Correct, Your Honor. We asked Ms.
6 -- she is the trustee. I believe it's her alter ego.
7 And under Rule 18, I believe it's the real party of
8 interest. I asked her on June 10th, via email,
9 whether she would accept service for the Trust and
10 for herself. She denied -- she never responded. We
11 hired a process server in Searcy County to try to
12 track her down. She has evaded service, and I am
13 still 18 days away from my 120 days. So if
14 necessary, I could get her -- if the Court would
15 order today to make her accept service and provide an
16 address we could actually find her at, I've still got
17 18 days to serve her as trustee of the Trust. I will
18 say, that in one of her pleadings -- no, excuse me,
19 one of her emails to me, she has asked that -- she
20 had a buyer for the Lick Fork property and would like
21 the trustee to distribute the entirety of the corpus
22 of the Rural Revival Living Trust to me is an
23 individual so I may proceed with the sale. She
24 pretty blatantly disregards any formal structure or
25 protection of the Trust. But in the event that

1 that's required as a compulsory party under 13 --
2 Rule 13, excuse me, I still have 18 days to serve her
3 as trustee, if necessary. But I know she will go
4 into hiding and refuse service again. I agree with
5 you that she waived service upon herself. In fact,
6 there is a case, *City of Tontitown v. First Security*
7 *Bank*, it's a 2017 Ark. App. 326, that "a defendant
8 may waive invalid service of process by seeking
9 affirmative relief and thereby subjecting itself to
10 the jurisdiction of the court." And the affirmative
11 relief at least began with the counterclaim, and then
12 she has continued to seek affirmative relief since
13 then. So my impression is I do not need to have her
14 served personally at this point in time. If the
15 Court determines that the Trust is not her alter ego,
16 I'm still within my timeframe to serve her.

17 THE COURT: Does she not live at the property
18 that we've been -- that's -- no, okay.

19 MR. WHITE: No, ma'am. We found that out when
20 we hired a process server to try to serve her. And
21 it's -- I've got to be honest with you, it's hard to
22 find process servers in Searcy County.

23 THE COURT: It's hard to find a lot of things in
24 Searcy County.

25 MR. WHITE: It is. The Sheriff's Office is the

1 only person we know to use, and they don't really
2 take a big active approach to it.

3 Madam Reporter, is it any easier to hear me?

4 COURT REPORTER: Yes, sir, much better. Thank
5 you.

6 MR. WHITE: Yes, ma'am. You all get to see the
7 top of my head, but I'm trying not to --

8 COURT REPORTER: No, actually, I -- I can see
9 all of you, and I can see your client too.

10 THE COURT: Yeah.

11 MR. WHITE: Okay, good. Good.

12 THE COURT: All right. And, Ms. Hammett, yes,
13 okay, you may respond.

14 MS. HAMMETT: Yes, thank you. So there is no
15 summons issued for the Trust. And I said in the
16 email to him, he didn't read the entire thing, it was
17 some kind of a -- you know, trying to reach out for
18 settlement, which he was not open to. He didn't
19 respond at all. And I said that the Court would not
20 want me to transfer the property, and so I was asking
21 him if there was some way that he could settle this.

22 In his certificate of service on April 26th, he
23 checked off and marked -- it said that I was -- that
24 he hereby certifies that I was served by hand-
25 delivery via process server. That's not true. I

1 wasn't at the property, and I don't use the property.
2 I've just been trying -- you know, waiting and trying
3 to make an agreement with them so that the property
4 could be sold. I --

5 MR. WHITE: You -- (inaudible.)

6 COURT REPORTER: Ma'am, ma'am, I can't -- Ms.
7 Hammett, Ms. Hammett, I'm having an audio issue --
8 your audio is clicking on and off. So is anybody
9 else hearing static?

10 MS. HAMMETT: I'm sorry.

11 MR. WHITE: It's staticky on my end, Judge.

12 COURT REPORTER: Okay.

13 MR. WHITE: I know the Court is doing this on a
14 Zoom hearing to help us out. I almost would rather,
15 at this point, have it in-person if we can.

16 MS. HAMMETT: I would too. That would be great.
17 In response, he says that my -- that I've been
18 avoiding service. He actually --

19 MR. WHITE: Absolutely true.

20 MS. HAMMETT: -- put my home address on one of
21 his pleadings that I received on Monday. And so he
22 knows what my address is. And my --

23 MR. WHITE: The address --

24 MS. HAMMETT: -- address is online on the
25 Assessor's website on the tax roll for this property

1 that we're fighting over. I have my home address on
2 that on the Assessor's website. It's also in my
3 exhibits multiple times. And so I have not dodged
4 service in any way. And the -- as trustee, the Trust
5 has not dodged service. There has been no summons
6 issued, and I've mentioned that several times in my
7 pleadings. And he hasn't corrected that. So, I
8 mean, all he had to do was call the clerk in Searcy
9 County and ask her to issue the summons, or he could
10 have done himself on eFlex. And he didn't do that.
11 This isn't the first time that Mr. White has done
12 things like this. He had the case --

13 COURT REPORTER: Ms. Hammett, Ms. Hammett, you
14 need to face your computer. I can't hear you when
15 you turn away.

16 MS. HAMMETT: I'm sorry.

17 THE COURT: And just to address some of the
18 things that you just said, Ms. Hammett, he's still
19 within the 120 days, like he had said.

20 MR. WHITE: On June 10th, I asked -- June 10th,
21 I asked Ms. Lynn -- I guess Ms. Hammett, I said, "You
22 recently filed an answer to our complaint. Would you
23 accept service through email of the original
24 documents?" That is the only email she didn't
25 threaten me with Rule 11 sanctions, I think, that I

1 have from her. I have also been threatened that
2 she's going to file a lawsuit for malicious
3 prosecution, several times, Rule 11 sanctions over
4 and over. I mean, I'm kind of over it.

5 MS. HAMMETT: It is -- it is malicious
6 prosecution.

7 MR. WHITE: (Inaudible.)

8 MS. HAMMETT: And, Judge Weaver, you are the --
9 oh, here's the case. On Zelda S. Walls Living Trust
10 dated July 25, 2019, Donna Bryan --

11 MR. WHITE: Objection to relevance.

12 MS. HAMMETT: -- Successor Trustee --

13 MR. WHITE: Objection to relevance.

14 MS. HAMMETT: -- vs. Richard Gawenis --

15 MR. WHITE: Objection to relevance.

16 THE COURT: Ms. Hammett -- hang on, Ms. Hammett,
17 he made an objection to relevance. What is this case
18 that you're citing?

19 MS. HAMMETT: It's not authoritative, but it's
20 persuasive. It's a case that you presided over --

21 MR. WHITE: It's a case under review --

22 MS. HAMMETT: -- and that Mr. White --

23 MR. WHITE: -- with the --

24 MS. HAMMETT: -- was the counsel on.

25 THE COURT: Ms. Hammett --

1 MR. WHITE: It is a --

2 THE COURT: -- what -- is this a Supreme Court
3 case, a Court of Appeals case, what type of case?

4 MS. HAMMETT: It's a -- it's a trial court case
5 that Mr. White is appealing your ruling on right now
6 --

7 MR. WHITE: (Inaudible.)

8 MS. HAMMETT: You have a final judgment for the
9 party that's in my position --

10 THE COURT: Right. But what I'm asking you is
11 what you're -- if what you're quoting is a circuit
12 court case, it's not --

13 MS. HAMMETT: Yes.

14 THE COURT: -- going to -- and it's --

15 MS. HAMMETT: It's not a --

16 MR. WHITE: (Inaudible.)

17 MS. HAMMETT: -- I'm sorry. It's not
18 authoritative, but it is persuasive.

19 MR. WHITE: Absolutely not it's persuasive. You
20 need to go get another law degree.

21 THE COURT: Okay. All right. I'm going to step
22 away for just a second. And I'm going to look at
23 something, and I'll be right back.

24 (WHEREUPON, after a brief recess, the
25 proceedings were resumed as follows, to-wit:)

1 THE COURT: All right. So, Mr. White, I was
2 looking over your Rule 6 argument, and I'm not
3 certain that the end-all be-all is to deny all the
4 motions. I'm not saying -- but again, this was just
5 the 15 minutes that I just spent in looking it up.
6 But I still think the bigger issue, regardless of
7 that, is the service, or lack of service, on the
8 Trust itself. And I don't find anything that can
9 allow me to force Ms. Hammett to accept service on
10 her. And I even checked with AOC just to double-
11 check myself. And they don't think that I can force
12 that either.

13 So you are still within your 120 days, as you
14 stated, so I am fine if we want to continue this.
15 And Tammy is -- I just got off of the phone with her.
16 She's not right there by her calendar, so we will
17 have to email you some dates.

18 MR. WHITE: Judge, she is the trustee. I'm not
19 sure why you can't direct her. But if the AOC says
20 that, I won't argue with you over it.

21 THE COURT: Yeah. I'm just trying to find --
22 and, Mr. White, if you find anything, any law that's
23 contrary to that, I will always entertain --
24 entertain looking at that. Like I said, you made an
25 argument on Rule 6 I've never had anybody bring up

1 before. I liked it, so I want to make -- I just --
2 what I don't want to do is -- obviously, everything
3 I'm thinking about right now is trying to, for appeal
4 purposes --

5 MR. WHITE: Probably, too, Your Honor, since I
6 have 18 days with that, so I'll file a motion to
7 extend time to serve the Trust. In the event that
8 Ms. Hammett continues to evade service, I'll hire a
9 private investigator if I need to in Conway to find
10 her. I understand she's saying that this address
11 that she resides at, the Amity whatever --

12 THE COURT: So is this Gold Lake Club Road, is
13 that your address, Ms. Hammett?

14 MS. HAMMETT: Yes. And Mr. -- yes, that's my
15 address. And Mr. White used that address on some of
16 his pleadings on July 30th, so he is aware --

17 THE COURT: Okay.

18 MS. HAMMETT: -- of my address.

19 THE COURT: Okay.

20 MS. HAMMETT: And I object to a continuance, for
21 the record. I object to a continuance on -- because
22 I did request a continuance and was not granted such.
23 And Mr. White insisted that we are having the trial
24 today. I asked him through emails if he would
25 continue, and he refused. I have submitted that as

1 an exhibit in one of my -- actually, in the motion
2 for continuance. He said --

3 MR. WHITE: You have to understand, after you
4 threatened me with Rule 11 sanctions many times now,
5 I am not going to extend you any courtesy. I'm going
6 to treat you as an adverse party in the truest sense
7 of the word.

8 THE COURT: All right. So, Ms. Hammett, I
9 didn't deny your request, and I did not grant your
10 request. If I recall, I think you contacted our
11 office, and you were even informed of such that I was
12 waiting on replies and responses. So, you know, the
13 -- so you asked for a continuance, I never formally
14 denied it. And now you're saying you don't want one
15 now that you're getting one. And I feel like it's
16 going to be proper, based on some of the things --
17 you filed things as of yesterday that I have not even
18 had time to review. And I'm not -- I don't know what
19 Mr. White's schedule is like, but the last two days,
20 I have had full days of court. So I have not had
21 time to go through all of those, and I don't even
22 have to respond to them like he does. So you were
23 asking for a -- you asked for a continuance. I
24 didn't deny it, I didn't grant it, I just left it
25 until we could get here because there is a very, big,

1 messy case here; and I felt it was going to be easier
2 to do this to talk to all the parties than it was for
3 us just to keep doing all these motions, or what have
4 you. I say "us" -- you all, I guess, I don't do the
5 motions. But you know what I mean.

6 So I do think a continuance is going to be
7 proper for several reasons. One, we addressed the
8 issue of the service, which I believe Mr. White was
9 talking about on whether or not you, the trustee, can
10 accept it or not. But since you filed -- I was
11 looking at your filings are only as you as Separate
12 Defendant, then I do not feel that that would count
13 as the Trust. And he does have time to have the
14 Trust served; okay? And he also has, by law, allowed
15 -- is allowed an extension. And he's letting the
16 Court know he's going to be making that motion.

17 And I'm assuming, Mr. White, if you want -- and
18 it doesn't matter to me -- normally, I require it to
19 be a motion in writing. But if you want to make that
20 motion orally, which I think is pretty much what you
21 just did, if you want to submit to the Court an order
22 and just in the order say, "upon oral motion of the
23 Court for an extension for 120 days," that's fine
24 too. That will save one less filing to be done in
25 the court file -- or the clerk's file.

1 Now, that being said, I do not know the date
2 because, like I said, Tammy has stepped away from her
3 desk, and she doesn't have her calendar on her. This
4 is set for half of a day. I anticipate we're going
5 to need a minimum half a day.

6 And so, Mr. White, what I'm thinking -- and, Ms.
7 Hammett, what I'm thinking is I'll look to see what
8 we have in an afternoon setting. So if we need to go
9 longer, we have the extra time into the evening.

10 MR. WHITE: Thank you, Judge. Are we going to
11 try to do it -- I mean, COVID is exploding,
12 obviously, in Arkansas. Are we going to try to do it
13 in-person or by Zoom? If we're going to do it by
14 Zoom, I'm going to make sure I've got some different
15 --

16 THE COURT: I think -- I think in-person would
17 be better for this with the amount of exhibits and
18 everything that we have. And so what we'll do is in-
19 person dates that I'll get --

20 MR. WHITE: And will we -- will we do that in
21 Searcy County, or is it easier for you in one of your
22 other counties?

23 THE COURT: Well, we would do it in Searcy
24 County because it's a Searcy County case. So unless
25 both parties want to waive venue and hear it in

1 Faulkner County or Van Buren County, that would be up
2 to the both of you if you all want to waive venue if
3 there's dates that can be sooner.

4 MR. WHITE: I do not have a problem with venue.
5 And I'd be willing to have this anywhere, so long as
6 it's -- if it helps the Court's scheduling and makes
7 it happen quicker, I don't care where we go.

8 THE COURT: All right. Ms. Hammett, how are --
9 what are your feelings on that?

10 MS. HAMMETT: Well, so I'm not quite sure that I
11 understand what the next hearing is going to be.

12 THE COURT: The next hearing will be --

13 MS. HAMMETT: Is that going to be a trial?

14 THE COURT: Yes. The next hearing -- this was
15 set for a final hearing today. We're going to
16 continue this final hearing, and it's going to be in-
17 person. And I'm asking, because it is a Searcy
18 County case, would you want to -- and I don't care
19 either way, because I travel regardless -- waive the
20 venue if you can get in on a sooner date? Because I
21 can hear it in Faulkner County, Van Buren County, or
22 Searcy County, but only if venue is waived. If not,
23 we'll just stick with a Searcy County date.

24 MR. WHITE: I just know that Searcy County --

25 MS. HAMMETT: I will waive venue.

1 THE COURT: Okay.

2 MS. HAMMETT: I'm sorry. I will waive -- waive
3 venue. I actually prefer Faulkner County because
4 that's my -- where I live. And I know that's your
5 home base.

6 I -- I want two things. One, is I have all of
7 those motions, like my motion to -- for default
8 judgment and the motion for -- to have the answers to
9 be -- to have my request for admissions admitted.
10 And many of those motions might make a trial moot
11 because they're dispositive. And so if -- you know,
12 you can rule on those before we have the trial, it
13 would be helpful, maybe to save court resources --

14 THE COURT: Ms. Hammett, I -- I don't mean this
15 with disrespect, but I don't need you to tell me how
16 to do my job. Those would have been ruled upon
17 before today -- everything has been filed so last-
18 minute, that he gets responses. I can't -- I mean,
19 I'm not trying to be ugly, I will handle the case
20 accordingly. And that's what I've been trying to do.
21 I'm being --

22 MS. HAMMETT: I mean -- I mean no disrespect. I
23 --

24 THE COURT: That's fine. Either way, let's just
25 move on. We -- I've already said what I'm going to

1 do. We're going to continue this case. The motions
2 are there. I'm going to assume Mr. White is going to
3 respond to anything he hasn't responded to. And I
4 will have Tammy email both of you with some dates,
5 and I will include both -- all the counties. I know
6 that Ms. Hammett was clear on the record that she
7 would waive venue. And, Mr. White, I believe that
8 was you as well? And he's giving me a thumbs up, so.
9 Any questions?

10 Yes, Ms. Hammett?

11 MS. HAMMETT: Assuming that I am served as the
12 trustee of a trust, then I'm going to need to hire an
13 attorney and have that attorney, you know, come up to
14 speed. So I don't know how quickly you were trying
15 to get us back in.

16 THE COURT: Well --

17 MS. HAMMETT: But I --

18 THE COURT: -- with as long as this case is
19 going to take, it's not going to be just overnight.
20 Plus, I am very mindful of the fact that once you're
21 served, you have 30 days to respond. So all those
22 factors will be taken into consideration when we look
23 at dates. I mean, it would take at least 60 days to
24 even get one set. And that would be more than enough
25 time to get you served and get -- have your attorney

1 be able to respond to something. And if they need a
2 continuance, they'll know what to do, and how to
3 contact the office, and what motions to file, and
4 things like that.

5 MS. HAMMETT: Okay. COVID -- COVID knocked out
6 my cash resources, and I'm trying to liquidate some
7 property. It might take me a while to be able to
8 hire an attorney. I did go to Legal Aid, and they
9 could not take the case because of a conflict of
10 interest with Mr. Pietrczak. So, apparently, they
11 were helping him at some point.

12 THE COURT: Okay. These are issues that I --
13 the Court really probably doesn't need to be involved
14 in; okay? Those are all things that can be done by
15 motion. We don't know when they are going to be set.
16 We don't -- it may be six months. I have no idea
17 what the calendar is going to look like for --
18 because I'm going to set this for six hours. It's
19 set for four, but I'm going to set it for six just to
20 make sure we have extra time. Because it's already
21 been an hour now, and we have accomplished nothing,
22 so.

23 All right. Anything else?

24 MR. WHITE: Nothing from us, Your Honor.

25 THE COURT: Okay. My TCA will be reaching out

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to you all with some dates. Thank you.

MS. HAMMETT: Thank you, Your Honor. Thank you,
Your Honor.

(WHEREUPON, the hearing was concluded.)

IN THE CIRCUIT COURT OF SEARCY COUNTY, ARKANSAS
FIRST DIVISION

MICHAEL PIETRCZAK

PLAINTIFF

VS.

CASE NO. 65CV-21-20

RURAL LIVING TRUST; AND
LAURA LYNN

DEFENDANTS

BE IT REMEMBERED, that on this 7th day of October, 2021, a day of the regular term of the above-styled Court, the above and foregoing cause came on for hearing before the Honorable Susan Weaver, the regular judge, present and presiding, and the parties present announcing ready for trial, the following is a transcript of the proceedings had:

APPEAL TRANSCRIPT

Jana Perry, CCR - P.O. Box 151 - Greenbrier, AR 72058
jana.perry@faulknercounty.org 501-450-4955

APPEARANCES:

On Behalf of the Plaintiff:

Mr. William Z. White
Attorney at Law
706 West Quitman Street
Heber Springs, Arkansas 72543

On Behalf of the Defendants:

Ms. Laura Lynn Hammett - *Pro Se*
500 Amity Road, Suite 5B #306
Conway, Arkansas 72032

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P R O C E E D I N G S

THE COURT: I'm going to go ahead and go on the record since everybody is here; is that's okay. It's 3:25.

Mr. White, who is at the table with you?

MR. WHITE: Chris Butts, he's a case manager and legal research assistant in my office.

THE COURT: Okay. All right. Are you okay if we start five minutes early?

MR. WHITE: Yes, ma'am.

THE COURT: Ms. Hammett, are you okay if we start five minutes early?

MS. HAMMETT: Yes, ma'am.

THE COURT: Okay. All right. So today we are here for the very limited purpose of -- let me find it -- well, I've actually got it printed off right here.

All right. Mr. White?

MR. WHITE: Yes, ma'am?

THE COURT: I don't know if I've ever said your name without saying the whole name. So it's Mr. White, instead of Zac White. This is on your Motion to Declare the Contract Void. Since that's your motion, you get to go first.

MR. WHITE: Your Honor, I appreciate you -- get

1 up to the podium? Okay.

2 THE COURT: Yeah. And you'll --

3 COURT REPORTER: And take your mask off.

4 THE COURT: Yeah, you'll need to take your mask
5 off when you -- if you don't mind, just so we can --

6 MR. WHITE: I don't.

7 THE COURT: -- hear you and -- well, mostly, so
8 my court reporter can hear you.

9 MR. WHITE: We've just been really cautious at
10 the house.

11 THE COURT: That's fine. That's fine. The
12 three of us are vaccinated. I don't know if that
13 helps.

14 MR. WHITE: I am, too.

15 THE COURT: Okay.

16 MR. WHITE: My daughter has an underlying health
17 condition, and so does her grandmother.

18 Your Honor, I filed a motion to declare a
19 contract in this case void ab initio based on
20 illegality. If you'll note in the court record, I
21 filed it September 23, 2021. I really did not have
22 much to present to the Court with regard to this
23 motion other than the fact of what's contained in the
24 pleadings. I will note that having -- since I have
25 filed this motion to declare this contract void --

1 and if you'll look at Exhibit 1 on the back of my
2 motion, it is the -- this contract that's underlying
3 the dispute in this case, part of the contract, part
4 of the documents, that I believe is void from its
5 outset because it purports to contract for an illegal
6 purpose. I believe it does so in two ways.

7 One, obviously, in the brief I raise the issue
8 that I believe this contract attempts to establish
9 and create and validate a marriage in the state of
10 Arkansas under the laws of Arkansas. And I believe
11 that that is not possible to do in this manner. And
12 I believe in doing so, that this contract, in and of
13 itself, is void. Ms. Hammett has since filed several
14 other pleadings. And I note, paragraph 12 on page 3
15 of Separate Defendant Laura Lynn and Counterclaimant
16 Laura Lynn Hammett's Supplemented Motion for Order of
17 Recusal of Judge Susan K. Weaver --

18 THE COURT: Okay. Give me just a second. Which
19 one are you looking at?

20 MR. WHITE: It was filed on September 28, 2021.

21 THE COURT: Thank you.

22 MR. WHITE: The Document Number C20D01, if that
23 helps, Your Honor.

24 THE COURT: No -- I'm just looking at what was
25 filed on the 28th. The -- which one are you looking

1 at? I'm sorry, tell the title of it.

2 MR. WHITE: Separate Defendant Laura Lynn and
3 Counterclaimant Laura Lynn Hammett's Supplemented
4 Motion for Order of Recusal of Judge Susan K. Weaver.

5 THE COURT: Okay, found it. All right.

6 MR. WHITE: Okay. I will note in paragraph 12
7 on page 3, that Ms. Hammett does state that although
8 she claims it did not create a civil marriage in
9 Arkansas, that it acknowledged her religious beliefs
10 and my client's feigned religious beliefs. Further,
11 in paragraph 16 on page 4, Ms. Hammett says that they
12 "did not get married by the state. The actual
13 contract said they were going to divide their
14 property 50/50 if they broke up. If Pietrczak," my
15 client, "wanted to keep everything in his name, he
16 should have let the State marry them."

17 That was a new argument raised, Your Honor. On
18 page 5, paragraph 21 -- no, excuse me, scratch that
19 reference.

20 That's -- so with this idea now that this
21 contract for marriage is somehow an agreement to how
22 to divide property once the parties' relationship --
23 I would say, marital relationship had ended, that
24 they were to follow this contract and divide, what I
25 would term, marital property, at least from a civil

1 contract standpoint -- I'll stand aside just a
2 second, Your Honor.

3 Further in support, there is a motion Ms. Lynn
4 filed also on September 28th, it looks like 11:07 PM
5 at night. Separate Defendant Laura Lynn and
6 Counterclaimant Laura Lynn Hammett's Reply to
7 Opposition of Supplemented Motion for Order of
8 Recusal of Judge Susan K. Weaver -- and if you need
9 some time to find it?

10 THE COURT: I found it. Thank you.

11 MR. WHITE: Okay. Paragraph 14 on page 4, if
12 you'll note, Your Honor, that Ms. Lynn as her own pro
13 se counsel, that she states that Ms. Lynn -- or Ms.
14 "Hammett," excuse me, "differentiated marriage in the
15 eyes of God to civil union or marriage by the state.
16 The right to freedom of religious beliefs is
17 fundamental, and barring some illegal behavior, such
18 as polygamy or marrying an underaged person, the
19 Court cannot deem a religious practice as illegal.
20 The marriage in the eyes of God was not the contract.
21 It had no consideration. Besides that Plaintiff co-
22 wrote and signed the same document in front of the
23 Clerk." I think in that paragraph, Your Honor, there
24 is no mistake that this contract, attached as Exhibit
25 1 to my motion, most certainly is a contract for

1 marriage. I do not believe that in Arkansas law that
2 there is a distinguishment between a civil union and
3 -- I don't believe being married in the eyes of God
4 is enough to contract a legal marriage in the state
5 of Arkansas. There was no marriage certificate
6 issued, there was no solemnization of the process,
7 there was no license refiled with the state. So a
8 valid law -- excuse me, a valid marriage under the
9 laws of the state of Arkansas does not exist. I
10 believe the contract purports to create that.
11 Interesting enough, Ms. Hammett stated in that same
12 paragraph that it had no consideration, referring to
13 Exhibit 1, which is the contract in question. That
14 there is no consideration for the creation of the
15 contract, whether it's a civil marriage or a, what I
16 will term for the loss of a better word, a prenuptial
17 agreement, then there is no contract itself. And it
18 doesn't matter if the subject matter is void -- or is
19 void for illegality, excuse me.

20 I began to think about Ms. Hammett's position
21 that in some way this was not a contract for
22 marriage, it was a contract for a division of, what I
23 believe, marital property and marital debt as a
24 prenuptial agreement. If the fact that that's Ms.
25 Hammett's argument, Arkansas law is very specific on

1 what is required -- what is required, excuse me, in
2 certain formalities to be able to conclude that a
3 contract or document is in fact an Arkansas
4 premarital agreement. Arkansas Code § 9-11-402 tells
5 us that that type of agreement must be in writing. A
6 formal declaration must occur. There are things here
7 that did not occur if the defense now is that this is
8 somehow a premarital contract. Still, I believe the
9 main crux of my argument is that this is a contract
10 that purports to create a marriage, and that in and
11 of itself is just inherently illegal. And based on
12 that illegality, this contract is void.

13 THE COURT: Just so I want to make sure I
14 understand what they're saying, I'm looking at § 9-
15 11. Are you saying that you think that this contract
16 is illegal because she can't legally create marriage?

17 MR. WHITE: Correct. And this -- this contract
18 is what underlies Ms. Hammett's claim to the real
19 property located here in Searcy County, which we have
20 filed seeking redress for what I believe is slander
21 of title. If this is her only claim to that
22 property, and this contract is illegal, then slander
23 of title should be a fairly easy thing to decide at
24 trial. And I will point to the exhibit itself, Your
25 Honor, where it says, first introductory line --

1 COURT REPORTER: Repeat that, Mr. White, please.

2 MR. WHITE: Sorry. In introductory paragraph,
3 "But we do not believe the state has authority to
4 control marriage." Which means she, Ms. Hammett,
5 believes that this document is what controls --
6 controlled her, quote, unquote, "marriage" to my
7 client.

8 THE COURT: Okay.

9 MR. WHITE: I can stand aside unless the Court
10 has any more questions.

11 THE COURT: No.

12 MR. WHITE: No, stand aside?

13 THE COURT: Yeah, you can stand aside. I'm
14 sorry.

15 MR. WHITE: Okay. Thank you.

16 THE COURT: All right. Ms. Hammett? You're
17 going to need to come to the podium, please.

18 MS. HAMMETT: Thank you, Your Honor. I'm sorry
19 --

20 COURT REPORTER: Take your -- take your mask
21 off, please.

22 MS. HAMMETT: Okay.

23 THE COURT: Yes, so we --

24 MS. HAMMETT: I do -- I do not do this very
25 often. I have exhibits. Can I have the bailiff give

1 a copy to you and a copy to Mr. White?

2 THE COURT: You can show them to -- show them to
3 Mr. White first, and then --

4 MS. HAMMETT: Okay.

5 THE COURT: -- y'all will argue whether or not
6 they can be admitted or not admitted.

7 MS. HAMMETT: Okay.

8 THE COURT: Any objection to that exhibit?

9 MR. WHITE: I do, Your Honor. It's absolutely
10 --

11 COURT REPORTER: Take your mask off.

12 MR. WHITE: I'm sorry.

13 THE COURT: Y'all stand up and speak real loud.

14 COURT REPORTER: Stand up.

15 THE COURT: I'm sorry. And you can push that
16 table out if you need more room.

17 MR. WHITE: I mean, it's -- this document is
18 highly irrelevant to what we're here to argue today.
19 I mean, I don't know what the basis for the
20 introduction of this warranty deed has to do with the
21 legality of the exhibit I attached as Exhibit 1 to my
22 Motion to Declare the Contract Void.

23 THE COURT: Ms. Hammett?

24 MS. HAMMETT: It's --

25 COURT REPORTER: Hold on. She's going to have

1 to come to the podium. You'll have to come to the
2 podium.

3 MS. HAMMETT: Okay. This is the warranty deed
4 that was entered with the Complaint as Exhibit No. 6.
5 And I've marked it as Defendant's Exhibit A. It's
6 exactly right out of the Complaint. So we both agree
7 that it's authentic. The -- so the purpose for it is
8 to show that I'm the scribe to this warranty deed.
9 And I wrote on line 2 that "Michael Pietrczak, not
10 married." So it's just to show that I did not
11 believe that Mike Pietrczak was legally married in
12 any way to me or anyone else.

13 THE COURT: Okay. But what does that have to do
14 --

15 MS. HAMMETT: Well, it will come up in my -- you
16 know, when I go through it like in an order. The
17 point is that I don't -- I never said that we were
18 legally married. We -- we were making a statement
19 that we were married in the eyes of God, meaning we
20 were two old people living together, and we just
21 didn't want to get married. But like a lot of people
22 would say, you know, we -- he called me husband -- or
23 he called me wife, and I called him husband. And I
24 used his name. And people we met thought we were
25 married. We just never went through the -- you know,

1 having the state marry us and --

2 THE COURT: Right. But in regard to what his --
3 Mr. White's argument to this motion that he has filed
4 --

5 MS. HAMMETT: Right.

6 THE COURT: -- what does that exhibit that you
7 want to admit --

8 MS. HAMMETT: That --

9 THE COURT: -- how is it relevant to this?

10 MS. HAMMETT: That the preamble to our contract
11 to split things 50/50 said that we were like husband
12 and wife in the eyes of God, but that we were not
13 getting married by the state. And that's all. And
14 so he's now saying that I was trying to create a
15 marriage. I wasn't trying to create a state
16 marriage. I was trying to create what we had, which
17 was from the first day we were together, we had
18 considered ourselves as married in the eyes of God.
19 And, you know, I am married now. And I'm married by
20 the state, and I'm married in the eyes of God. And
21 just Mr. Pietrczak didn't want to do that, so.

22 THE COURT: I guess if you don't think that the
23 state has the power to control marriage, or shouldn't
24 have the authority to control marriage, but it has
25 the authority to control a contract?

1 MS. HAMMETT: Yeah. Well, this was at the time
2 that the Supreme Court was talking about marriage
3 between -- same-gender marriage --

4 THE COURT: That has nothing to do with this.

5 MS. HAMMETT: Yes, it does.

6 THE COURT: No. I'm asking you --

7 MS. HAMMETT: Yeah.

8 THE COURT: I'm asking you, your statement here
9 is we do not believe the state has authority to
10 control marriage, but you're here wanting the state
11 to have the authority to control a contract?

12 MS. HAMMETT: Oh, yes, I definitely believe that
13 the state has the authority to control a contract.
14 And I'm a Libertarian, and I believe that the courts
15 and the police are a vital part of our government,
16 and they're really the only part of our government
17 that we need. But, you know, I believe that, you
18 know, if we make a contract, and one party won't
19 abide by it, that we have only to turn to the courts.
20 And so, yes, I definitely think that the court -- and
21 that's why we put something in writing and brought it
22 down and had the Clerk, Debbie Loggins, notarize it
23 and file it.

24 THE COURT: And so you're -- in your hand,
25 what's that exhibit again?

1 MS. HAMMETT: So this is just the Exhibit 6 from
2 the contract, which I've marked as Defendant's
3 Exhibit A.

4 THE COURT: Okay --

5 MS. HAMMETT: And it's the warranty deed. And
6 the sole purpose of it is to show that I was of
7 complete understanding that even though we felt like
8 lovey-dovey, and we thought God approved us being
9 together, that the state did not marry us. We did
10 not file our income taxes together. We didn't apply
11 for anything that married couples have. And, in
12 fact, when I broke up with Mike, I had brought him to
13 the hospital because he had an accident on his ATV.
14 And the nurse called me a few days later and said
15 come pick your husband up, and I said he's not my
16 husband. And she said, he said that you're his wife.
17 And I said, no, we're not legally married, and I'm
18 not coming to get him. So I -- you know, I'm sorry
19 that he's an alcoholic. I really feel for him. And
20 I was with him for six years. And so, I mean, I have
21 a lot of -- love was long -- I don't remember the
22 verse, but you know what it is. You know, I did go
23 through a lot. It wasn't like I just left him --

24 THE COURT: Okay. I -- but I'm going to -- will
25 you -- I want to talk about this motion.

1 MS. HAMMETT: Okay.

2 THE COURT: Okay?

3 MS. HAMMETT: Yeah. So this is the exhibit.

4 And then I -- can I get my notes?

5 THE COURT: Yeah. Yeah, you're fine. Get your
6 notes.

7 MS. HAMMETT: Thank you.

8 THE COURT: You're more than welcome to use
9 those.

10 MS. HAMMETT: Yeah. And -- okay. So there is
11 another thing, this is not an exhibit, but I have
12 some notes that are contemporaneous notes that I
13 received soon after they were written. And I adopted
14 them as the truth. They're pages from a transcript.
15 And Mr. Pietrczak and I were both in an arbitration.
16 And, as you know, if I had thought that there was
17 anything wrong with this transcript, I would have
18 argued about it. But I thought that she did a
19 perfect job. And so I want to use them to refresh my
20 memory so that things that Mike said six years ago I,
21 you know, have a better memory of them.

22 THE COURT: Okay. Well, I feel like we're not
23 taking -- I feel like we're all over the board. So
24 you were having an exhibit, you wanted to admit it.
25 You showed it to Mr. White. Mr. White objected.

1 Now, what's your response to his objection? Because
2 what I don't want to do is us leave here --

3 MS. HAMMETT: Yeah.

4 THE COURT: -- and then you think I didn't give
5 you a chance to enter that exhibit --

6 MS. HAMMETT: Right.

7 THE COURT: -- we haven't finished the argument
8 over that exhibit. So let's --

9 MS. HAMMETT: Okay.

10 THE COURT: -- not go to step 7, 9, 14 before we
11 finish 1 and then 2; okay?

12 MS. HAMMETT: Okay. Yes.

13 THE COURT: So the exhibit you showed Mr. White,
14 the warranty deed --

15 MS. HAMMETT: Yes.

16 THE COURT: -- how is that relevant to his
17 motion to consider this contract void?

18 MS. HAMMETT: He's saying that I tried to make a
19 legal marriage that was illegal. And I'm saying I
20 was not trying to make a legal marriage in any way.
21 I knew that Mike was not married. And I wrote that.
22 And this was very close in date -- it was March 23,
23 2016. So it's very close in date to when we wrote
24 the 50/50 agreement.

25 THE COURT: Mr. White?

1 MR. WHITE: Your Honor, looking at what's been
2 marked as Defendant's Exhibit A, and it's being, I
3 guess, offered for the proposition that Ms. Hammett,
4 as a party, did not think -- a party to the contract
5 I've alleged as illegal, that she believes that this
6 warranty deed is somehow proof that that contract is
7 not contrary to Arkansas law. I don't think that
8 that's the case. I'd also note, Your Honor, that
9 this particular warranty deed, along with one other
10 document that I know on its face constitutes the
11 unauthorized practice of law. If you'll note, the
12 grantee here is Rural Revival Living Trust and the
13 document itself on top --

14 THE COURT: What are you looking at?

15 MR. WHITE: The warranty deed. The exhibit
16 we're arguing about.

17 THE COURT: Okay. I don't have it, so.

18 MR. WHITE: Oh, I'm sorry, Judge.

19 THE COURT: No, you're fine. I didn't want to
20 get it until we figured out what we were doing.

21 MR. WHITE: Well, it's -- on the face, it's
22 prepared by Laura Lynn. The grantee, the Rural
23 Revival Living Trust, which is a party in this suit.
24 And then it is signed by Ms. Lynn as trustee of the
25 Rural Revival Living Trust on that same date. She

1 just said or testified or stated that Mr. Pietrczak
2 was a terrible alcoholic, and she has a warranty deed
3 she prepared that violates the unauthorized practice
4 of law, and she's offering it for a self-serving
5 purpose. The Court can take it under advisement and
6 decide what she wants to do at that time. I don't
7 think it's relevant, but --

8 THE COURT: I'm going to go ahead and let it be
9 admitted.

10 MR. WHITE: Okay.

11 THE COURT: Do you have a copy for the court
12 clerk -- or for the court reporter?

13 MS. HAMMETT: Yes, I do. Thank you, Your Honor.

14 THE COURT: And do you have a copy for the
15 Court?

16 MR. WHITE: You can have this one, Judge.

17 THE COURT: Well, I've got one right here.
18 Thank you. All right. And so this will be -- I'm
19 going to admit it, and I'm going to have Ms. Perry
20 fix the sticker the way she likes it fixed. Perfect.
21 Okay. So that will be admitted.

22 (WHEREUPON, Defendant's Exhibit A was admitted
23 into the record and is attached hereto.)

24 THE COURT: All right. Go ahead.

25 MS. HAMMETT: Okay. So the other item before I

1 discuss this, this page is from the transcript from
2 March 20, 2014, which was an arbitration that Mr.
3 Pietrczak and I were co-plaintiffs on. And I do not
4 have the certified copy. I'm only using it as notes
5 to refresh my memory. And it was made
6 contemporaneously. I did adopt it as the truth. It
7 was filed by the defendants in the case in an appeal
8 of the arbitration, and they lost. But, you know, I
9 never argued that there was anything wrong with the
10 --

11 THE COURT: That has nothing to do with what
12 we're here for today. So stick to what we're here
13 for.

14 MS. HAMMETT: Okay. So --

15 MR. WHITE: Let me see that.

16 MS. HAMMETT: Thank you. So I just need it for
17 notes to refresh my memory as to things that Mr.
18 Pietrczak told me --

19 THE COURT: Those are your notes. I don't know
20 what you're looking at, so I don't know what you're
21 telling me all that for. Are you wanting to admit
22 that?

23 MS. HAMMETT: I do not want to admit them. But,
24 I'm sorry, I don't know the procedure. I know that
25 I'm allowed to use notes to refresh my memory. And

1 so one thing I wanted to ask you was how you wanted
2 if I give testimony today, or if you can just take
3 everything that I say as if it's testimony and under
4 oath, or how you want to work that?

5 THE COURT: Yeah.

6 MS. HAMMETT: Since I don't have an attorney to
7 ask me the questions.

8 THE COURT: Right. And I actually probably need
9 to get you sworn in.

10 MS. HAMMETT: Yeah.

11 MR. WHITE: Your Honor, just for a point of
12 clarification, I'm presenting a motion today based on
13 a contract and language that Ms. Hammett has filed of
14 record with the court. And I don't intend to call
15 any witnesses, so I don't know why there would be a
16 need for any testimony. There's not been a motion
17 presented by Ms. Hammett that would somehow declare
18 this contract, I guess, a good contract, that's it's
19 in effect, that it's not illegal. I don't know what
20 reason there is for testimony. This is a motion
21 hearing.

22 THE COURT: Okay. I'm going to get you sworn
23 in, though, because you are testifying since you are
24 representing yourself. So that would be considered
25 testimony as well, so I want to make sure I get you

1 under oath. Swear to tell the truth, the whole
2 truth, and nothing but the truth?

3 MS. HAMMETT: I swear to tell the truth, the
4 whole truth, and nothing but the truth, so help me
5 God.

6 THE COURT: All right. All right. I've already
7 told you you could use your notes. So I don't know
8 --

9 MS. HAMMETT: Okay.

10 THE COURT: Now, you get -- you entered this
11 warranty deed. I admitted it over Mr. White's
12 objection. What are you wanting me to look at on
13 this warranty deed?

14 MS. HAMMETT: Just the words on the second line.
15 After it says, "Know all men by these present that:"
16 and then there's the first line. And the second line
17 says, "acknowledged, Michael Pietrczak, not married."
18 That-- that's all --

19 THE COURT: Okay.

20 MS. HAMMETT: -- that I --

21 THE COURT: Okay.

22 MS. HAMMETT: Yeah. I never claimed we were
23 legally married. And so I request permission to
24 enter it into evidence and publish it.

25 THE COURT: I've already admitted it into

1 evidence.

2 MS. HAMMETT: Okay.

3 THE COURT: So I already admitted it.

4 MS. HAMMETT: Yes, thank you.

5 THE COURT: And I see what you're referring to
6 about the not being married.

7 MS. HAMMETT: Okay.

8 MR. WHITE: Your Honor, I'd like to also, I
9 guess, add to my objection that any statement made by
10 Michael Pietrczak offered to this Court today is a
11 hearsay statement and not admissible to the Court.

12 THE COURT: Okay.

13 MS. HAMMETT: Your Honor?

14 THE COURT: Yes?

15 MS. HAMMETT: Anything that I want to say that
16 Michael said to me is not said for the truth. In
17 fact, I believe he lied. But I am saying it for the
18 fact that he said it, which is an exception to the
19 hearsay rule.

20 THE COURT: That's exactly contradictory.
21 You're like I'm not saying it's for the truth, I'm
22 saying it for the fact he said it. So you're wanting
23 --

24 MS. HAMMETT: No --

25 THE COURT: -- me to say that he -- for the fact

1 that he said it. It -- it doesn't matter. Let's go
2 back to where we were. We were at the warranty deed.
3 That's the only thing you want me to see on that, was
4 the not married part?

5 MS. HAMMETT: Correct.

6 THE COURT: Okay. And this warranty deed was
7 prepared by you?

8 MS. HAMMETT: Yes, off of the internet.

9 THE COURT: Okay.

10 MS. HAMMETT: And it has been accepted by the
11 Shelter Insurance Company when they --

12 THE COURT: Okay. Well, I --

13 MS. HAMMETT: -- insured me.

14 THE COURT: -- just asked you if it was prepared
15 by you. That's all I asked.

16 MS. HAMMETT: Yes.

17 THE COURT: Okay.

18 MS. HAMMETT: Okay.

19 THE COURT: And you prepared this warranty deed
20 basically giving the land of Michael Pietrczak to
21 you?

22 MS. HAMMETT: No, to a trust, to the Rural
23 Revival Living Trust.

24 THE COURT: To Laura Lynn as Trustee?

25 MS. HAMMETT: Yes.

1 THE COURT: Okay. I've got a couple of
2 questions. And maybe this is me just trying to go
3 off what we've got so far. So a contract -- are you
4 saying that this is a contract, the exhibit that Mr.
5 White has attached to his motion?

6 MS. HAMMETT: Yes, that says we're married in
7 the eyes of God.

8 THE COURT: Correct. And then it goes on to say
9 that you are entitled to half the property upon your
10 split, if you were to split up?

11 MS. HAMMETT: Yes.

12 THE COURT: Do you consider this a contract?

13 MS. HAMMETT: I consider it a contract. I
14 consider the first two lines a preamble. They were
15 not part of the contract. Just the part about how we
16 were going to divide our property. So it -- we were
17 saying --

18 THE COURT: Okay. It's either a contract, or
19 it's not. Because by law, a contract is controlled
20 by the four corners.

21 MS. HAMMETT: Right.

22 THE COURT: There's four corners. This is not
23 -- this doesn't say anything about a preamble. I
24 just need to know --

25 MS. HAMMETT: Right.

1 THE COURT: -- is this a contract?
2 MS. HAMMETT: That is a contract.
3 THE COURT: Okay. And it was created by you?
4 MS. HAMMETT: It was created by Mike and me --
5 THE COURT: Okay.
6 MS. HAMMETT: -- in unison.
7 THE COURT: All right. Well, if this is not
8 ambiguous, we don't have to look outside of the four
9 corners of the contract, by law.
10 MS. HAMMETT: Right.
11 THE COURT: And I'm -- you're saying that Mr.
12 Pietrczak was an alcoholic; is that correct?
13 MS. HAMMETT: He was. He was not drunk when he
14 signed that. And the notary is willing to come in
15 and testify during the trial.
16 THE COURT: Okay.
17 MS. HAMMETT: He was a really great guy when he
18 wasn't drinking.
19 THE COURT: Okay. But he just happened to be
20 sober when he signed this contract --
21 MS. HAMMETT: Yes.
22 THE COURT: -- that Mr. White is saying is void?
23 MS. HAMMETT: Yes.
24 THE COURT: And he happened to be sober when he
25 signed --

1 MS. HAMMETT: Yes.
2 THE COURT: -- or agreed to the warranty deed?
3 MS. HAMMETT: Yes.
4 THE COURT: Okay. That's all --
5 MS. HAMMETT: If --
6 THE COURT: -- I need. All right.
7 MS. HAMMETT: Okay. May I get a piece of tissue
8 from someone?
9 THE COURT: There's some on your desk, I
10 believe.
11 MS. HAMMETT: Oh, thanks. I'm sorry, I didn't
12 see it. Okay, thank you.
13 Okay. May I start from the beginning like I
14 planned?
15 THE COURT: Well, I -- when we do hearings --
16 MS. HAMMETT: Yes.
17 THE COURT: -- and the procedure is whoever
18 files the motion, they go. He did, he made his
19 argument. And your response is to his argument.
20 We're not going into facts of everything else. It's
21 strictly to this argument.
22 MS. HAMMETT: Okay.
23 THE COURT: Okay?
24 MS. HAMMETT: Yes. So I want to say that the
25 contract favored Michael Pietrczak. And without it

1 -- and he talked about if there's nothing else that
2 -- you know, any other reason, then we can just end
3 the case now. There is, because without the
4 contract, then Mike Pietrczak was a bailiff of my
5 property; and he borrowed on top of money that he was
6 holding for me. He borrowed \$360,000 from me to
7 build up a business and buy weed and go to hookers.
8 So the contract -- actually, I'm arguing for
9 something that puts me in a worse position than if it
10 didn't exist. But I just want to do what's right.
11 And I did offer to give Mike half of everything. And
12 I even -- and I -- I entered, at some point, an
13 exhibit, but I think you struck everything. One of
14 the things that I entered was a letter to Mike's old
15 attorney, who is Billy Jack Gibson, who's now a
16 District Court judge. And I told Mr. Gibson that I
17 would give Mike half, the 75,000, and I would give
18 him another 75,000 if it could go in a trust with Mr.
19 Gibson or myself as trustee. But I didn't want his
20 father, who's the actual plaintiff in this case, and
21 who had a power of attorney at the time, to get his
22 hands on Mike's money. But I -- you know, now I'm
23 not feeling quite so generous because I've been put
24 through the wringer on it after being so kind. And
25 so that's the first point is that the contract

1 actually favors Mr. Pietrczak. So I don't know why
2 they're arguing to get rid of it.

3 THE COURT: And -- and remind me again how it
4 favors Mr. Pietrczak.

5 MS. HAMMETT: Because when we met, he had \$7 --
6 \$3.71 in his pocket. And he had a lot of debt, tens
7 of thousands of dollars of debt. And I paid it off
8 for him. And I let him use --

9 THE COURT: I asked you how this contract --
10 you're going into --

11 MS. HAMMETT: Yeah.

12 THE COURT: -- all your personal stuff. We're
13 sticking to the contract.

14 MS. HAMMETT: Right. Because without the --
15 without the contract, then he would owe me like some
16 ridiculous amount that he could never pay --

17 THE COURT: Well, that -- that's --

18 MS. HAMMETT: -- like \$360,000.

19 THE COURT: That has nothing to do with this
20 case. That has nothing to do with this contract;
21 okay? So I need you to stay where we are, which is
22 --

23 MS. HAMMETT: It's a set-off.

24 THE COURT: It's -- okay. Your argument goes
25 toward the argument of the case. We're talking about

1 the legality of a contract.

2 MS. HAMMETT: Right. So for today's hearing,
3 just talking about the contract, I believe the
4 contract is a legal contract. But if you had decided
5 that it's not, then we would still continue the case.
6 And I did argue an affirmative defense of set-off.
7 And the -- like, Mike would end up with nothing and
8 be in debt to me. So that's the set-off. But, you
9 know, in just this contract, if the contract doesn't
10 exist, then we're still having the lawsuit. I mean,
11 it hasn't gone away.

12 THE COURT: Okay. We're still --

13 MS. HAMMETT: And, in fact, I -- I had a
14 counterclaim which you have dismissed without a
15 motion to dismiss. But on your own, sua sponte, you
16 dismissed my counterclaim, which was that --

17 THE COURT: That has --

18 MS. HAMMETT: -- by claiming this --

19 THE COURT: That has nothing to do with right
20 now, on the motion to declare the contract void.

21 MS. HAMMETT: Okay.

22 THE COURT: Ms. Hammett, I need you to stay --

23 MS. HAMMETT: Focused on the --

24 THE COURT: -- focused on what we're here for;
25 okay?

1 MS. HAMMETT: Okay.

2 THE COURT: And I want to ask you, so Mr. White,
3 in his motion, has cited case law on why this
4 contract should be voided. I've gone through your
5 response, and I see no law that you pointed the Court
6 to to say why this contract should exist. Now, in
7 your brief, you gave me things of why a contract
8 should exist. But stating, saying, hey, listen, this
9 should exist because of X -- or a contract exists
10 because of A, B, C, and D is one thing. I need to
11 know why this contract should exist.

12 MS. HAMMETT: Yes. Because this was an
13 agreement. We had a meeting of the minds. And we
14 both signed it. We were both competent at the time
15 that we signed it. And we had consideration, which
16 was that -- without trying to go into too much
17 detail, he wanted to stay with me and keep using my
18 money, and I said I'm not going to unless we put
19 something in writing. And so the consideration was
20 that I stayed with him and continued to let him use
21 my money until I just couldn't take it anymore. It
22 was dangerous.

23 THE COURT: Okay.

24 MS. HAMMETT: I do have some case law that says
25 that we could reform a contract to reflect its

1 meaning. So if the -- you know, I could see where
2 there might be some ambiguity in those first two
3 lines. But the meaning of the contract was not as --
4 we did not want to be married in Arkansas, which is a
5 common law state. We wanted an agreement that was
6 very similar to a marriage in California, which is a
7 community property state. And that's where I was
8 born and raised. And my parents -- so that's what
9 was modeled to me. And so it's -- that's what -- you
10 know, the case law is *Elsleger* -- how do you spell
11 it? E-L-S-L-E-G-E-R vs. *Runsick*, R-U-N-S-I-C-K. And
12 it's CV-15-500. And it's talking about reformation
13 of a contract relating back in time to when the
14 contract was made. So that's the law.

15 THE COURT: And so tell me what the law is
16 again, just so I'm understanding what your arguing it
17 is.

18 MS. HAMMETT: That if there is an ambiguity in
19 the contract, that it can be reformed to conform to
20 what our actual agreement was. And Mr. White can't
21 testify as to what our actual agreement was. And
22 he's brought nobody to testify to that. But I can
23 testify to it. And I do have the notes that help me
24 to remember because this was not the only time that
25 Mike made that agreement with me. It's just the only

1 time that I made him put it in writing. But
2 fortunately for me, he also made it verbally when we
3 had the court reporter present. So -- but -- so I
4 wanted to say that I'd like the contract to be
5 reformed to be --

6 THE COURT: So you -- I'm sorry. I'm sorry, I
7 didn't mean to interrupt. Go ahead.

8 MS. HAMMETT: Yeah, I'm sorry. To be in
9 complete agreement with the law, if that first
10 sentence or two is -- sounds like it might be
11 illegal, it can be severed from the contract. And,
12 I'm sorry, I don't know law that says so, but I know
13 that you can sever a section of a contract if it
14 doesn't change anything in the rest of the contract.

15 THE COURT: Okay. So are you saying that this
16 contract, that is Exhibit 1, is ambiguous?

17 MS. HAMMETT: I'm saying those first two lines,
18 I thought that they were clear, but Mr. White is
19 making them -- he's claiming that they mean something
20 that they don't mean.

21 THE COURT: Okay. I asked you a --

22 MS. HAMMETT: And so -- yeah.

23 THE COURT: Hold on. I asked you a question.

24 MS. HAMMETT: Yeah.

25 THE COURT: Are you saying that this contract is

1 ambiguous? It's either a yes or a no.

2 MS. HAMMETT: I don't think it's ambiguous, Mr.
3 White does. Or he thinks it's --

4 THE COURT: I asked you --

5 MS. HAMMETT: Okay.

6 THE COURT: -- if this is your --

7 MS. HAMMETT: Yes, it must be ambiguous if he
8 has a different opinion than what I thought it meant.

9 THE COURT: Okay. No, I'm asking you --

10 MS. HAMMETT: So it must be ambiguous.

11 THE COURT: I'm asking you, I'm not asking you
12 --

13 MS. HAMMETT: Yes.

14 THE COURT: -- what Mr. White thinks. I'm
15 asking you --

16 MS. HAMMETT: Yes.

17 THE COURT: -- what -- this is -- this is your
18 contract.

19 MS. HAMMETT: Right.

20 THE COURT: Earlier, I took it that you said
21 this was not ambiguous. But the way that you've
22 explained some things just now, it sounds as if you
23 are saying it is ambiguous. So I need to know from
24 -- this is your contract, this is your case.

25 MS. HAMMETT: Right.

1 THE COURT: Are you saying that this contract is
2 ambiguous, or are you saying it's not ambiguous? You
3 can't have it both ways, it's one or the other. And
4 I need to know what you're saying.

5 MS. HAMMETT: Yes.

6 THE COURT: Because I have -- I can't make
7 decisions when you don't tell me what it is you're
8 arguing.

9 MS. HAMMETT: Okay.

10 THE COURT: When you're telling me you want
11 black and you want white, but you can only have black
12 or white, I can't give you -- I can't give you gray;
13 okay? So it's either ambiguous, or it's not. So you
14 tell me, are you saying that it's ambiguous, or are
15 you saying it's not ambiguous?

16 MS. HAMMETT: I'm saying the first two lines are
17 ambiguous.

18 THE COURT: So then you're saying the contract
19 is ambiguous then? Because this contract, like I
20 said earlier --

21 MS. HAMMETT: Yes.

22 THE COURT: -- there's four corners. This is
23 the contract.

24 MS. HAMMETT: Yes.

25 THE COURT: Okay. So you're saying it's

1 ambiguous. All right, that's -- that's fine. All
2 right. Continue on.

3 MS. HAMMETT: Okay.

4 THE COURT: And -- hold on. So when you said
5 you made him put it in writing a while ago --

6 MS. HAMMETT: Yes.

7 THE COURT: -- did you force him to put that in
8 writing? I mean, was that -- was he under duress?

9 MS. HAMMETT: No. He had gotten back from
10 another drunken binge, and I said that's the end.
11 And he pled with me. And -- and so I said, well,
12 right now, everything's in your name. And so, you
13 know, like I -- I don't want to keep giving you my
14 money. And so he said, well, you know, if we break
15 up, everything is 50/50. And so I said, well, we
16 need to put that in writing then if you want me to
17 stay with you. So I didn't have a gun to his head.
18 But he -- I had my purse in my hand, and I was going
19 to leave. And so he wanted me to keep giving him my
20 money, so he said, okay, he'll sign.

21 THE COURT: Okay. So it was -- what I'm hearing
22 is it was an ultimatum for him to sign, and that he
23 had just come in from one of his drunken nights. So
24 how do we know he still wasn't drunk or under the
25 influence of something?

1 MS. HAMMETT: Because when he was drunk and
2 under the influence of something, he was a monster,
3 and you would know it. He ended up in jail and psych
4 wards and hospitals. And he's not -- and I did put
5 in some of the exhibits that you've stricken that
6 show some, not even a small portion, of the times
7 that I picked him up. And really the reason I chose
8 the particular ones that I chose was because they
9 said his wife came to pick him up. So, you know, he
10 told people I was his wife.

11 THE COURT: Okay. Was he drunk, then, when he
12 said that?

13 MS. HAMMETT: When he said that I was his wife?

14 THE COURT: Uh-huh.

15 MS. HAMMETT: He said I was his wife when he was
16 not drunk. 50/50, when he was drunk, a lot of times
17 he would get to going out, literally looking for
18 prostitutes and, you know, advertising on Craig's
19 List.

20 THE COURT: And you mentioned a psych ward that
21 he went into --

22 MS. HAMMETT: Yes.

23 THE COURT: Well, a psych ward -- maybe I --
24 would be for mental --

25 MS. HAMMETT: Yeah, he was --

1 THE COURT: -- so was there some mental issues
2 too?

3 MS. HAMMETT: He had a dual diagnosis of -- I
4 think it was like depression and bipolar.

5 THE COURT: Okay.

6 MS. HAMMETT: He was never diagnosed, that I
7 know of, as anything like schizophrenic or paranoid.
8 Be he definitely had issues. And, really, mostly it
9 was alcoholism, like whatever reason.

10 THE COURT: Okay.

11 MS. HAMMETT: He has a tragic life, no doubt
12 about it.

13 THE COURT: Okay. All right. So let's -- and I
14 kind of went down that rabbit hole with you, so.

15 MS. HAMMETT: Sorry.

16 THE COURT: No, I went with you down it. It's
17 fine.

18 MS. HAMMETT: Yeah.

19 THE COURT: I probably started us down that
20 pathway. All right. Continue on with your -- with
21 what you were saying.

22 MS. HAMMETT: Okay. So we did not -- I might be
23 repeating myself. But we did not intend to claim we
24 were legally married. We chose not to be legally
25 married in a common law state. And instead, we made

1 a contract that was more in line with a community
2 property state.

3 There is ample evidence of legal contracts to
4 split 50/50, or everything to me. Like the under
5 penalty of perjury, he testified that it was 50/50,
6 or that I could take everything, and that he trusted
7 me completely to divide it up properly. And I have
8 tapes of him more recently, like after we broke up.
9 And I tried to give one to Mr. White through Dropbox,
10 but he didn't want to open it up because he was
11 afraid of a virus. But Mike says that I built him up
12 so that he got to a place where he could take care of
13 me. And -- and so he recognizes that I did build him
14 up quite a bit.

15 But the last thing I had wanted to say, and then
16 I'll just have a couple of items that Mr. White spoke
17 about. But I wrote in the deed, from Pietrczak to
18 the trust, that he was not married. So we already
19 went over that.

20 So in response to Mr. White's arguments today,
21 we did not comport to contract for an illegal
22 purpose. We -- I think I discussed that enough. If
23 it had been a marriage in Arkansas, which he claims I
24 was trying to make a legal marriage in Arkansas, I
25 would not want a legal marriage in Arkansas with Mr.

1 Pietrczak because it would follow common law and not
2 community property law. And we had put everything in
3 his name, so I would just be out of luck, you know,
4 unless I went and sued him for bailiff and, you know
5 like the set-offs. So -- and now for fraud, because
6 he defrauded me the whole time saying that we were
7 like husband and wife, really, so he could just get
8 in my pocketbook.

9 There was no consideration for marriage. So
10 there was consideration to split everything 50/50,
11 but there was not any consideration saying that we
12 were married. And it was not a premarital contract.
13 It was an acknowledgment of how we had been living
14 for six years. And it is not my only claim to the
15 property. I actually think that if we sat down like
16 partners who had not been in love as well, or faking
17 being in love as well, then I would end up with
18 everything because I came into the marriage -- into
19 the arrangement with over a million dollars worth of
20 property. And Mr. Pietrczak had a negative net
21 worth. And so when we split things up after a
22 partnership, I would be able to recoup some of my
23 capital. And we didn't really come out ahead. I
24 mean, I was not better off financially after being
25 with him as I was before I was with him.

1 THE COURT: Okay. So how does that make your
2 contract valid?

3 MS. HAMMETT: Well, it's okay -- I'm saying I
4 don't care if you invalidate the contract as long as
5 I'm still allowed to argue my other affirmative
6 defenses like set-off and fraud. You know, he
7 fraudulently took the money that paid for the house,
8 and so I'd actually come out better economically if
9 we invalidate the contract. But in all honesty,
10 that's what our agreement was, and I was fine with
11 splitting with him 50/50. And, I mean, I have it in
12 writing to his past attorney. So the only one
13 arguing here is a man who was an alcoholic -- I'm
14 sorry, Your Honor, earlier today, I was talking about
15 this and I started crying because I could not have
16 treated this man any better.

17 THE COURT: Okay. Well, we're -- we're going to
18 -- let's stick to what we're here for; okay?

19 MS. HAMMETT: And -- okay. And --

20 THE COURT: And --

21 MS. HAMMETT: -- the contract that we came up
22 with was extraordinarily generous to him. It left
23 him with \$75,000, a one-year-old truck, and an ATV.
24 And he had come into the relationship with nothing.
25 And he was living in a halfway house, had just gotten

1 out of prison.

2 THE COURT: Okay.

3 MS. HAMMETT: So if he doesn't like the contract
4 that I agreed to, then I will argue that he needs to
5 reimburse me for the \$360,000 that he took, and for
6 half of the money that was won in our lawsuit which
7 was -- I think we collected \$275,000. And he -- he
8 believes that of that --

9 THE COURT: Ms. Hammett, the --

10 MS. HAMMETT: -- 360 plus 275 --

11 THE COURT: Ms. Hammett, you're going again --

12 MS. HAMMETT: Yeah.

13 THE COURT: -- into something else --

14 MS. HAMMETT: Okay.

15 THE COURT: -- outside of what we're here for.

16 MS. HAMMETT: Okay.

17 THE COURT: Okay? And you keep referring to --

18 MS. HAMMETT: Okay.

19 THE COURT: -- common law marriage. You do
20 realize that Arkansas is not a common law marriage
21 state?

22 MS. HAMMETT: No, I don't realize that.

23 THE COURT: Okay.

24 MS. HAMMETT: But I'm not a lawyer.

25 THE COURT: Well, you're -- you are held to the

1 same standard as a lawyer when you represent
2 yourself, you understand that?

3 MS. HAMMETT: I know. Yeah.

4 THE COURT: Okay.

5 MS. HAMMETT: Yeah. But, I mean, I'll go home
6 and research that. But I had -- in my little
7 research I've done, I saw it said it common law.

8 THE COURT: Okay. Where is that? Point it to
9 -- tell me where it is.

10 MS. HAMMETT: I couldn't tell you off the top of
11 my head. I just do research and like I went -- I go
12 on a -- it's called Dogpile.

13 THE COURT: Okay.

14 MS. HAMMETT: It's kind of like Google, but
15 better.

16 THE COURT: Okay. So anything else that you
17 want to talk about on why this motion -- or why Mr.
18 White's motion should be denied?

19 MS. HAMMETT: No, I think that's it.

20 THE COURT: Okay.

21 MS. HAMMETT: Thank you.

22 THE COURT: Mr. White, response?

23 MR. WHITE: Your Honor, I -- I didn't come today
24 to argue about ambiguity of a contract. That would
25 require a determination if the contract is ambiguous.

1 And I don't want to get into a discussion about
2 patent and latent ambiguity of contracts. It's
3 simple. Ms. Pietrczak is asking -- or, excuse me,
4 Ms. Lynn is asking for part of the contract to stand
5 but not the part that she doesn't like. That
6 contract says exactly what it says. On its face, it
7 is void. There's all this fraud talk. And I just --
8 I get so confused because it's just -- it's a simple
9 issue. That contract is void because it's illegal.
10 And this whole idea that it benefits her, it -- she
11 could argue fraud. She doesn't argue any of that
12 yet. And I'm sure I'll get a string of amended
13 pleadings this evening that will have all of these
14 new arguments in them. But this contract is illegal.
15 And based on its illegality, it's void from the
16 moment they entered into it. And she's asking you to
17 treat this as a contract to reform it. Then she's
18 asking you not to treat it as a contract because it's
19 a -- it's her right as a Christian to say what she
20 wants to say. I don't have any problem with that. I
21 have a problem with this contract. And she just
22 stood here and either testified or argued, I don't
23 know what we're calling it, but we meant to form a
24 marriage more in line with California law. I mean,
25 she just stood there and said that. This contract

1 forms a marriage, and it intends and purports to
2 divide marital property. That's what this does.

3 My client is just a horrible monster, yet Ms.
4 Lynn -- or Ms. Hammett, excuse me, was with him for
5 six years. This contract is illegal.

6 THE COURT: Okay. All right. Ms. Hammett,
7 anything else? Anything else? You need to stand up
8 and speak, please.

9 MS. HAMMETT: I know. I --

10 COURT REPORTER: You'll have to come up here.

11 MS. HAMMETT: I'm sorry, I process slowly.

12 THE COURT: That's okay if you need a second.

13 MS. HAMMETT: Okay. I think that I'm having
14 difficulty expressing that the contract ambiguity or
15 not is because I'm hearing from you that the law says
16 that the whole contract has to be taken together, the
17 four corners. But I also -- and I don't have
18 electronics in here, so I can't look up a law to tell
19 you. But I have in my head that you can sever a part
20 of a contract that is not legal. And if the rest of
21 the contract stands on its own, then it is legal, the
22 rest of the contract. And so I would ask to sever
23 those first two lines. Because if they are legal or
24 not legal, it doesn't matter. The contract was made
25 because we wanted to say how we were going to divide

1 our property if our partnership ended. And the
2 partnership ended.

3 THE COURT: Okay.

4 MS. HAMMETT: Thank you, Your Honor.

5 THE COURT: All right. Anything else, Mr.
6 White?

7 MR. WHITE: Nothing, Your Honor, other than to
8 point out that I did cite some of Ms. Hammett's
9 pleadings. And I'm sure the Court is well aware of
10 what I cited. But I again point that Ms. Hammett
11 herself says there's no consideration for the
12 contract. So there was either consideration, it's a
13 contract, and it's void, or it's not void. It's just
14 -- it's just all over the place. It's illegal on its
15 face. It's illegal. It's void.

16 THE COURT: All right. I'm going to find that
17 the contract is void. And my biggest, most decision
18 -- let me put this -- my decision is based, one, on
19 the arguments of Mr. White.

20 And while I was tending to let that be a fact to
21 go to a jury, Ms. Hammett, you admitted you're fine
22 if it's voided, let it be voided. I'd have to go
23 back and look at your exact words, but you are okay
24 if this is voided. I think you said if it voids,
25 then you'll be better off anyway. That you'll come

1 out ahead, those may have been your words, if it's
2 voided. So since there doesn't seem to be an issue
3 with the fact if it's voided or not, because you feel
4 like it should be voided. Is that a fair statement,
5 what I'm saying?

6 MS. HAMMETT: Yes.

7 THE COURT: Okay. All right. So the contract
8 is void. We'll be -- we're dismissed.

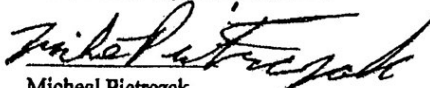
9 MR. WHITE: Thank you, Your Honor.

10
11 (WHEREUPON, the hearing was concluded.)
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The property conveyed in this deed is part of the homestead of the Grantor.

IN WITNESS WHEREOF this deed was executed by the Grantor on this 22nd day of March, 2016.

Signed, Sealed and Delivered
In the Presence of:


Micheal Pietrzak

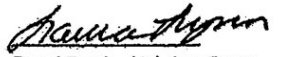
Sign: Doug Weaver
Name: Doug Weaver

Sign: Nancy L Weaver
Name: Nancy L Weaver

The Grantor certifies under penalty of false swearing that the legally correct amount of documentation stamps have been placed on this document.

IN WITNESS WHEREOF this deed was executed by the Grantee on this 22nd day of March, 2016.

Signed, Sealed and Delivered
In the Presence of:


Rural Revival Living Trust
By: Laura Lynn, Trustee
Title: _____

Sign: Doug Weaver
Name: Doug Weaver

Sign: Nancy L Weaver
Name: Nancy L Weaver

The Grantee certifies under penalty of false swearing that the legally correct amount of documentation stamps have been placed on this document.

Grantor Acknowledgment

STATE OF ARKANSAS

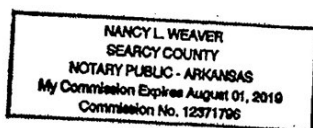
COUNTY OF

Searcy

)
) ss.
)

On this 22nd day of March, 2016 before me, a Notary Public in and for the said state, personally appeared Micheal Pietrczak, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF I have set my hand and official seal.



Nancy L Weaver

Notary Public, State of Arkansas

County of Searcy

Name: NANCY L WEAVER

Commission Expires: 8-1-2019

Corporate Grantee Acknowledgment

STATE OF ARKANSAS)
COUNTY OF Searcy) ss.

On this 22nd day of March, in the year 2016, before me, a Notary Public in and for the said state, personally appeared Laura Lynn as trustee of Rural Revival Living Trust, dated March 22, 2016, known to me (or proved to me on the basis of satisfactory evidence) to be the president (or other officer or person) of the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

Nancy L Weaver
Notary Public for the State of Arkansas
County of Searcy
Name: Nancy L Weaver

My Commission Expires: 8-1-2019

Send tax statements to:

Laura Lynn

PO Box 14, Witts Spring, Arkansas, 72686



I CERTIFY UNDER PENALTY OF FALSE SWEARING THAT DOCUMENTARY STAMPS OR A DOCUMENTARY SYMBOL IN THE LEGALLY CORRECT AMOUNT HAS BEEN PLACED ON THIS INSTRUMENT.

Laura Lynn

GRANTEE OR GRANTEE'S AGENT

PO Box 14, Witts Spring, AR 72686
GRANTEE'S ADDRESS

IN THE CIRCUIT COURT OF SEARCY COUNTY, ARKANSAS
FIRST DIVISION

MICHAEL PIETRCZAK

PLAINTIFF

VS.

CASE NO. 65CV-21-20

RURAL REVIVAL LIVING
TRUST; and LAURA LYNN HAMMETT

DEFENDANTS

BE IT REMEMBERED, that on this 17th day of March, 2022, a day of the regular term of the above-styled Court, the above and foregoing cause came on for hearing before the Honorable Susan Weaver, the regular judge, present and presiding, and the parties present announcing ready for trial, the following is a transcript of the proceedings had:

APPEAL TRANSCRIPT

Jana Perry, CCR - P.O. Box 151 - Greenbrier, AR 72058
jana.perry@faulknercounty.org 501-450-4955

APPEARANCES:

On Behalf of the Plaintiff:

Mr. William Z. White
Attorney at Law
706 West Quitman Street
Heber Springs, Arkansas 72543

On Behalf of the Defendants:

Ms. Laura Lynn Hammett - *Pro Se*
500 Amity Road, Suite 5B #306
Conway, Arkansas 72032

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P R O C E E D I N G S

THE COURT: Okay, I'm ready. Let's see, this is going to be 65CV-21-20.

The only thing that we are here for today is, Mr. White, you had filed a motion for default on the Rural Living Trust. And that was granted, as there was no response to that.

So the only thing we're here for today are the amount of damages, or proof thereof, or what is being requested as far as damages.

And for the record, Ms. Laura Lynn is here today as well.

Ms. Lynn, do you have an attorney here with you?

MS. HAMMETT: No, I am self-represented.

THE COURT: You understand that you cannot represent the trust?

MS. HAMMETT: I do understand that, Your Honor. And I'd like to say that I did, as the trustee, try to retain counsel. And Mr. Tre Kitchens from the Brad Hendricks Law Firm was going to represent the trust on -- as of August 4th, 2021. And after the hearing of August 4th, 2021, he asked to not represent the trust anymore. And I did go to about six other attorneys, and none of them wanted to take the case because they said things similar to, "It

1 will be the last case that I ever win in front of
2 that judge."

3 THE COURT: Yes, I remember the allegations that
4 you made -- unfounded allegations that you made in
5 some of your pleadings. But that wasn't the
6 question. Do you have counsel today?

7 MS. HAMMETT: Not for the trust.

8 THE COURT: Okay. And we're just here for the
9 trust only.

10 MS. HAMMETT: But I have an interest in the
11 trust. And my -- and my rights for the rest of the
12 case might be affected by the outcome. Because Mr.
13 White has told me in writing that he intends to sell
14 the property right away --

15 MR. WHITE: Absolutely.

16 MS. HAMMETT: -- and then it would be very
17 difficult for me to recover.

18 THE COURT: Okay. But you understand you cannot
19 represent the trust. And we are here only --

20 MS. HAMMETT: I -- I --

21 THE COURT: -- on the damages.

22 MS. HAMMETT: I understand that. But I'm here
23 to protect my own individual rights --

24 THE COURT: Okay. But we are not here for you
25 as an individual; we are here as the living trust. I

1 just need to make sure you understand that the law is
2 you cannot represent, or speak on behalf of, the
3 trust. And anything that you want to speak about
4 today is going to be speaking on behalf of the trust.
5 And you have already filed several documents in
6 regard to the trust, some of which include the Motion
7 to Set Aside the Default Judgment, and --

8 MR. WHITE: There was the Objection.

9 THE COURT: Yeah, there's an Objection, the
10 Stay. Basically, anything that you filed on behalf
11 of the trust, or in regard to the trust, you did so
12 illegally. Do you understand that?

13 MS. HAMMETT: No.

14 THE COURT: Okay. I think I've told you before
15 that you cannot represent the trust.

16 MS. HAMMETT: I have not written anything on
17 behalf of the trust.

18 THE COURT: Okay --

19 MS. HAMMETT: I have written --

20 THE COURT: You can call it what you want to,
21 you can title it whatever you want to; but, you did.
22 You've got an order granting -- or, I'm sorry, an
23 Objection to the Order Granting Default of the trust.

24 MS. HAMMETT: Right, because I'm a beneficiary
25 of the trust.

1 THE COURT: Right. And you are -- you filed
2 that on behalf of the trust. You're objecting to --
3 okay, I'm not going to argue with you. I've already
4 told you. I told you in the beginning. You got a
5 letter that stated that I will follow the law, that
6 we will go by the Arkansas Rules of Civil Procedure,
7 the Arkansas Rules of Evidence, the Arkansas
8 Constitution; okay? I've said that from the very
9 beginning. I've made that very clear.

10 MS. HAMMETT: And you're --

11 THE COURT: Okay.

12 MS. HAMMETT: -- accusing me --

13 COURT REPORTER: Stand up, please, when you
14 talk, so I can hear you.

15 MS. HAMMETT: Okay. Your Honor, it sounds like
16 you're accusing me, without actually charging me, of
17 doing a misdemeanor crime of representing the trust.
18 And so if that's the case, then I'm going to have to
19 plead the Fifth, because --

20 THE COURT: I'm not --

21 MS. HAMMETT: -- I don't want to incriminate
22 myself --

23 THE COURT: Okay --

24 MS. HAMMETT: -- without counsel.

25 THE COURT: Okay. I'm not charging you with

1 anything. I am trying to be polite --

2 MS. HAMMETT: Yes.

3 THE COURT: -- and trying to let you understand
4 the things I've already told you. But I'm going to
5 move forward because I'm not wasting anymore time
6 explaining that. So we are here, as I said, just for
7 the damages of the trust.

8 So, Mr. White, you were granted the default
9 judgment, and so we'll begin with just the damages
10 portion.

11 MR. WHITE: Thank you, Your Honor.

12 COURT REPORTER: Would you come up to the
13 podium, Mr. White, please?

14 MR. WHITE: Yes, ma'am.

15 COURT REPORTER: Everyone when you talk.

16 MR. WHITE: Thanks for having us up today, Your
17 Honor.

18 THE COURT: All right, Mr. White, if you can
19 push that just to the side, that way I can see Ms.
20 Hammett as well. Thank you. Not that far. There
21 you go, perfect. That way, you can still be by the
22 microphone.

23 MR. WHITE: Oh, okay. Thanks for having us,
24 Your Honor. As this Court is aware, I filed a
25 complaint on April 23, 2021, in this matter against

1 Laura Lynn Hammett and the Rural Revival Living
2 Trust. As the Court has correctly noted, the Rural
3 Revival Living Trust has defaulted by not filing an
4 answer, not entering an appearance, not controverting
5 any of the claims that we have alleged.

6 Attached to the complaint is the mortgage deed,
7 a couple of other documents. And what we're here
8 today to ask the Court is: 1) for breach of contract
9 for monetary damage to find that Rural Revival Trust
10 has not met its obligation under the purported
11 mortgage; 2) we've asked this court to remove any
12 slander of title upon the trust's -- upon the
13 property that the trust holds that's the mortgage and
14 the purported deed. Notably, the deed was prepared
15 by Ms. Lynn on behalf of the trust, as was the
16 mortgage. The mortgage is not signed by my client,
17 Mr. Pietrczak. Ms. Lynn did state earlier that she
18 is the trustee of the Rural Revival Trust. Although,
19 that's been a point that has been bandied about with
20 inconsistency, not only in this case, but in several
21 of the other cases that she has pending. Count 3) we
22 have asked for removal of the cloud of the title of
23 Mr. Pietrczak's property. Count 4) is ejectment and
24 trespass. We believe that Ms. Laura Lynn Hammett has
25 -- still has access to the property. We believe

1 that, as the trustee of the property, she shouldn't
2 have access to the property; that anybody associated
3 with the trust should be ejected from the property
4 and found to have committed trespass. Also, Mr.
5 Pietrczak has alleged that on Count 4), that there
6 was a forcible entry and unlawful detainer. Ms.
7 Laura Lynn Hammett, as trustee of the Rural Revival
8 Trust, has entered the property, she remains there,
9 and she unlawfully detains it. We've asked the Court
10 for declaratory relief finding that the mortgage and
11 the deed are not valid; or in the alternative, to set
12 them aside. And we're asking for an injunction
13 against Ms. Laura Lynn Hammett, because what we
14 assume will happen after today will be several
15 volumes of pleadings. And particularly -- and that's
16 fine, but particularly, documents that affect the
17 title to this property. Because we do intend to sell
18 the property as quickly as possible. The trust has
19 held this property unlawfully since March 22, 2016.
20 So we -- we would like entry today; we would like the
21 keys; and we're going to ask for a monetary award
22 against the trust that we most likely will never
23 recuperate. But I think it's important for the Court
24 and the record to reflect that no payments have been
25 made under the purported mortgage.

Jana Perry, CCR - P.O. Box 151 - Greenbrier, AR 72058
jana.perry@faulknercounty.org 501-450-4955

1 Having said all that, I'd like to call Mr.
2 Pietrczak to the stand, briefly, to identify what he
3 has and has not received from the trust. And then I
4 believe we will be finished, Your Honor.

5 THE COURT: Okay. Can you come over here so
6 that we can get the microphone?

7 MR. PIETRCZAK: Over here?

8 THE COURT: Yeah, please. Yes, please.

9 MR. PIETRCZAK: Okay.

10 MS. HAMMETT: Your Honor?

11 THE COURT: I see your hand, but give me just a
12 minute. We're in the middle of doing something.

13 Yes?

14 MS. HAMMETT: If we're going to start --

15 COURT REPORTER: Could you stand up so I can --

16 MS. HAMMETT: I'm sorry.

17 COURT REPORTER: And hold on, Mr. White, so I
18 can see her.

19 MR. WHITE: I was going to give her the podium.

20 THE COURT: Come to the podium, please.

21 MS. HAMMETT: Come to the podium?

22 THE COURT: Yes.

23 MS. HAMMETT: If we're having testimony, then I
24 had requested a jury. And so I'd like to have a
25 jury. And I did make a renewed request to your

1 assistant, Tammy Weaver.

2 THE COURT: Right. But you asked for a jury,
3 and you as an individual defendant will receive that
4 jury trial. But this is a default judgment that's
5 already been entered on the trust, and you have no
6 standing to represent the trust. You're not an
7 attorney. You have a jury trial scheduled in May for
8 your -- for your portion of this case.

9 MS. HAMMETT: My individual rights are going to
10 be affected.

11 THE COURT: I understand that. And you've had
12 time to get an attorney. I'm not going to continue
13 to argue with this, Ms. Hammett. Please have a seat.

14 MS. HAMMETT: Okay. I just want it on the
15 record.

16 THE COURT: I appreciate that, I like everything
17 on the record.

18 If I can get you to raise your right hand for
19 me, please?

20 (WHEREUPON, the witness was duly sworn.)

21 MR. WHITE: May I inquire?

22 THE COURT: You may.

23 MR. WHITE: Thank you, Your Honor.

24 WHEREUPON,

25 MICHAEL PIETRCZAK,

1 having been called for examination, and having been
2 first duly sworn, was examined and testified as
3 follows:

4 DIRECT EXAMINATION

5 BY MR. WHITE:

6 Q Mr. Pietrczak, how are you doing today?

7 A I'm doing okay.

8 Q Do you know why we're here today?

9 A Yes, sir.

10 Q Why are we here?

11 A We're here to put my name back on my property.

12 Q Okay. And you're aware that Ms. Laura Lynn Hammett and
13 you entered -- purportedly entered into a transaction March 22,
14 2016; correct?

15 A Correct.

16 Q At that time, who prepared the mortgage for the Rural
17 Revival Trust?

18 A Laura.

19 Q Who prepared the deed?

20 A Laura.

21 Q Who prepared the trust itself?

22 A Laura.

23 Q And all of that was done on March 22, 2016?

24 A Yes, probably.

25 Q Okay. Since the beginning of this lawsuit, you've

1 obviously had a catastrophic injury?

2 A Yes.

3 Q Has it affected your memory at all?

4 A Yeah, a little bit.

5 Q Are you on medication or anything today that would cloud
6 your memory or your judgment?

7 A No.

8 Q You're familiar with the complaint in this lawsuit, are
9 you not?

10 A Which one?

11 Q The current one we're here for today.

12 A Oh, for getting the property, yeah.

13 Q And the mortgage agreement that you allegedly granted a
14 mortgage to Rural Revival Trust, that you testified was
15 prepared by Ms. Laura Lynn Hammett, did you execute that
16 document?

17 MR. WHITE: May I approach, Your Honor?

18 THE COURT: You may.

19 A I don't understand "execute the document."

20 Q Did you sign the mortgage agreement?

21 A Oh, yeah, probably. Yeah.

22 Q Well, let me refresh your memory here.

23 MR. WHITE: For the record, Your Honor, I'm
24 showing Mr. Pietrczak the Exhibit 5 to our complaint.

25 Q Mr. Pietrczak, would you take a moment to look at the last

1 two pages -- three pages, three pages here, and tell me if your
2 signature is on that document?

3 A No. No, sir, my signature is not there.

4 Q So you did not execute the mortgage that purportedly
5 created the contract between you and the Rural Revival Trust
6 for repayment terms?

7 A Correct.

8 Q All right.

9 MS. HAMMETT: Objection, Your Honor. May I have
10 a copy of whatever he just showed to the witness?

11 MR. WHITE: You've got it.

12 MS. HAMMETT: I don't have a copy. I don't know
13 what you just showed him.

14 BY MR. WHITE: (Direct Examination Continued)

15 Q Mr. Pietrczak?

16 A Yes?

17 THE COURT: Ms. Lynn, you are not an attorney on
18 this. This is strictly with the trust. You are
19 trying to represent yourself as --

20 MS. HAMMETT: I'm a defendant in this case.

21 THE COURT: But today is strictly the separate
22 defendant of the trust. I've said that I don't know
23 how many times already. And I believe that that
24 mortgage is attached as an exhibit to the complaint,
25 so you do have a copy of it. Let me double-check.

1 MR. WHITE: Your Honor, for the record, I also
2 was not admitting that into evidence today.

3 THE COURT: Okay.

4 MS. HAMMETT: Okay. So it's not admitted into
5 evidence. Thank you.

6 THE COURT: All right.

7 BY MR. WHITE: (Direct Examination Continued)

8 Q Mr. Pietrczak, do you recall how much you were supposed to
9 be paid monthly for --

10 A Yeah, the -- the -- it was 1,300 and something dollars.
11 And it was supposed to be paid every month. And then after
12 about three payments, maybe two -- two or three payments, she
13 decided -- Laura decided that she was only going to pay half
14 now. So then she paid 600 and something dollars for a few
15 months. And then -- then I got hurt. And then she stopped
16 paying --

17 Q Okay.

18 A -- altogether.

19 Q Does the monthly payment amount of \$1,316.36 sound
20 accurate?

21 A It does.

22 Q Okay. And that payment was to begin on the 23rd of each
23 month, beginning with March 23, 2016; is that correct?

24 A That's correct.

25 Q You testified you received a couple of full payments. Can

1 you put a number on it, one, two, five, ten?

2 A No more than three.

3 Q Three payments?

4 A Full payments.

5 Q And then you said you received some partial payments. Do

6 you recall how much those payments were?

7 A Yeah, they were \$658, I think. 600 and something.

8 Q So you received half-payment as partial payments from the

9 trust?

10 A Right.

11 Q How much -- or how many times did you do that? You said

12 several. Can you quantify it for the judge?

13 A I would say at least six, and maybe nine. But I don't

14 know an exact number on that. My accountant would have that

15 information on --

16 Q That's fine.

17 A -- that paperwork.

18 Q Have you received any payments aside from these payments

19 that you've just mentioned?

20 A No, nothing. Not even a down payment in the beginning.

21 Q Okay.

22 A No.

23 Q Were you supposed to receive a down payment?

24 A No.

25 Q Okay. Have you had access to the property?

1 A No.

2 Q Do you know what condition the property is in?

3 A No, I don't.

4 Q Do you know if that property has been rented since you

5 have not had possession of it?

6 A I don't. I haven't been out there or anything ever since

7 the accident. So it's like five years.

8 Q Would you estimate the monthly rental to be similar to the

9 mortgage document of \$1,300 and --

10 A The monthly rental?

11 Q \$1,316.36, would you consider that a fair amount for the

12 rental of that house and 40 acres?

13 A Oh, yeah. If somebody was going to use the land, you bet.

14 Q And you're not aware of any payments that have been

15 received on behalf of the trust from third parties?

16 A Huh-uh.

17 Q Okay. Have any payments been forwarded to you as rent,

18 royalty, anything?

19 A Nothing at all.

20 Q Other than these three full payments and, the best of your

21 recollection, six to nine half-payments, that's the only money

22 you've received; correct?

23 A That's -- that's it.

24 Q Okay.

25 A Yeah.

1 Q And what are you asking the Court to do here today?

2 A Put the property back in my name and somehow protect me
3 from Laura -- I don't know if that's possible, but.

4 Q Do you recall how much --

5 A I need -- I need to make sure Zac gets paid.

6 Q I appreciate that, but --

7 A Because he's done a lot of extra work on this project.

8 Q Do you recall how much that the purported transaction to
9 sell the property to the trust was for?

10 A I'm sorry? The -- oh, the total amount?

11 Q Yeah, what was the -- what was the sale price?

12 A \$150,000.

13 Q Is that what you estimate it to be at least worth today?

14 A I think it's worth that today, yeah.

15 Q Okay. And if you enter the property and find that the
16 property has had waste committed upon it, damage to the house,
17 are you asking the Court to compensate you for what it would
18 take to return the property to the condition it was in when --

19 A When I left it?

20 Q Yes.

21 MS. HAMMETT: Objection --

22 A That would be wonderful.

23 THE COURT: Hang on. Hang on. I'm sorry, what?

24 MS. HAMMETT: He's leading the witness.

25 THE COURT: Are you practicing law again?

1 MS. HAMMETT: No. I'm protecting my --
2 THE COURT: You are.
3 MS. HAMMETT: -- own personal --
4 THE COURT: Okay, I've already said this --
5 MS. HAMMETT: Mr. Pietrczak has said "somehow
6 protect me --
7 THE COURT: Ms. Hammett --
8 MS. HAMMETT: -- from Laura."
9 THE COURT: Ms. Hammett, you cannot -- you are
10 not an attorney. You cannot speak on behalf of the
11 trust. I have said that numerous times today. Do
12 you not understand what I'm telling you?
13 MS. HAMMETT: I understand.
14 THE COURT: It's a yes or a no. Okay. Are you
15 an attorney?
16 MS. HAMMETT: No.
17 THE COURT: Okay. Then you cannot speak on
18 behalf of anything on this hearing today because this
19 is with the trust as an individual defendant. You
20 are not an attorney. You realize, I have said you
21 are illegally practicing law by making statements
22 when this hearing is only in regard to the trust, not
23 you as the individual, but as the trust. You --
24 MS. HAMMETT: Mr. Pietrczak --
25 THE COURT: -- are not an attorney.

1 MS. HAMMETT: Your Honor, Mr. --

2 THE COURT: I'm not arguing with you.

3 MS. HAMMETT: I'm not arguing --

4 THE COURT: Okay. Mr. White --

5 MS. HAMMETT: -- with you.

6 THE COURT: -- anything else?

7 MR. WHITE: Briefly, Your Honor.

8 BY MR. WHITE: (Direct Examination Continued)

9 Q Mr. Pietrczak, did you leave any personal property upon --

10 THE COURT: Is there a reason you're staring at
11 me like that? I just want to make sure the record is
12 clear, since they can't see you, but the stink eye
13 you're giving me right now --

14 MS. HAMMETT: I'm watching you. You're the
15 judge.

16 THE COURT: Okay.

17 MR. WHITE: Judge, for the record, this is
18 common behavior by Ms. Laura Lynn Hammett. There are
19 several cases that went up on appeal that found that
20 the activities that she has carried out --

21 MS. HAMMETT: Objection, Your Honor. He's now
22 talking about Laura Lynn Hammett as an individual.
23 I'd like him not to mention me as an individual in
24 this.

25 THE COURT: You are an individual.

1 MR. WHITE: You get to write about me on your
2 bullshit blog all the time, so --

3 THE COURT: All right. Now, Mr. White, we're
4 not going to have that, either.

5 MR. WHITE: All right, Your Honor.

6 BY MR. WHITE: (Direct Examination Continued)

7 Q Mr. Pietrczak, did you leave any personal property upon
8 the real property when you left?

9 A Yes, I did.

10 Q What did you leave?

11 A I left a brand new generator.

12 Q How much do you estimate that to be worth?

13 A I paid \$1,100 for it.

14 Q What type was it?

15 A At Miller -- at Mill's --

16 Q Do you remember the type and brand?

17 A I don't remember.

18 Q Okay. But you remember \$1,100. What else did you leave
19 there?

20 A Two chainsaws with everything --

21 Q How much were they worth?

22 A Yeah, it worked well. They had everything that they
23 needed, the gas cans and the sharpeners and the --

24 Q Estimate the value for those for the Court, please.

25 A A Stihl 20-inch, I think it was about -- I don't remember

1 how much I paid for that saw. I think \$600 or so.

2 Q Okay. That's how much it would cost to replace today?

3 A Well, yeah. Yeah -- well, I had two of them. So, yeah,

4 it would cost that to replace those saws.

5 Q Both of them?

6 A Yeah.

7 Q Okay. Two Stihl 22-inch chainsaws?

8 A Yeah, 20-inch.

9 Q 20-inch, with sharpeners, gas cans, et cetera?

10 A Right.

11 Q Okay.

12 A And a riding lawnmower, a gas-powered weedeater --

13 Q Hold on.

14 A Okay. Yeah, I had the whole house set up perfectly.

15 Q So tell me about the riding lawnmower. How much do you

16 estimate that to be worth?

17 A Oh, geez, I bought that brand new also. I don't remember

18 what the prices were.

19 Q Do you have an estimation?

20 A It was over \$1,000.

21 Q You said a weedeater?

22 A Yeah, gas-powered weedeater.

23 Q Do you recall what you paid for that?

24 A I think that was only \$200 or \$300.

25 Q All right. Did you leave any ATVs or anything else on the

1 property?

2 A Well, you know, I bought one for her. And I did leave
3 that one. And then -- but as far as my own personal stuff -- I
4 mean, the house, I had to -- I had to put in a couple of pumps,
5 but those are part of the house. I don't know. There was a
6 big tank down there. And there was a 16-foot box truck with a
7 lift gate.

8 Q Is that truck still there, do you know?

9 A I don't know if it is or not.

10 Q How much did you pay for that 16-foot box truck?

11 A That was \$6,000.

12 Q It was left on the property?

13 A I left it there, yeah.

14 Q Left under the control of Rural Revival Living Trust?

15 A Yes -- well, Laura Lynn.

16 Q As the trustee for the Rural Revival Living Trust?

17 A Right. Oh, yeah.

18 Q What else did you leave but you haven't seen back?

19 A Well, my clothes, my -- let's see --

20 Q Anything else of significant value?

21 A Of any value? I think that's mostly it. I mean, there's
22 all the inventory for my store that I put in the old school
23 building up there. And that was all left in her care and --

24 Q And you can identify --

25 A -- the Rural Revival -- huh?

1 Q Can you identify or give an approximation of the value of
2 the inventory?

3 A Of the inventory, the computers, and all that stuff? I
4 probably could have gotten \$5,000 out of everything that was in
5 there.

6 Q And to be fair, this was not an ongoing business. So
7 you're not asking for business loss or profit loss or anything?

8 A Not at this point, no. I'm -- really, I just want to have
9 my property back and be left --

10 Q Are you --

11 A -- be left alone.

12 Q Are you aware of any insurance claims that have been made
13 on the property?

14 A I don't know anything for sure, but I have heard --

15 Q Okay.

16 A -- I have heard of it.

17 Q Was the property -- the home on the property, was it
18 furnished when you left it?

19 A Yes.

20 Q Was that your place of residence at the time?

21 A Yes. Actually, I didn't even think about the furniture.
22 Now, go ahead. Was that my place of residence at that time?
23 Yes.

24 Q All your worldly possessions at that time were left on the
25 real property?

1 A Well, yeah, except for my truck. And I went back and got
2 my 4-wheeler.

3 Q Okay.

4 A So there was those two things I did get to take with me,
5 and an armload of clothes.

6 Q You left furniture, TVs. Do you have any idea of the
7 approximate value of those things?

8 A Of the furniture and stuff? I got it pretty cheap with
9 the business I had, so maybe -- about -- maybe a total of
10 \$3,000. Because the washer and dryer and the bed and the --
11 all that stuff. So, yeah, maybe \$3,000.

12 Q Any particular items of sentimental value that you would
13 like to see returned?

14 A Not sentimental value, just I'd like to see all those
15 items returned.

16 Q I understand.

17 MR. WHITE: I pass this witness, Your Honor.
18 Obviously, the trust is not here. If the Court has
19 any questions?

20 THE COURT: I do not.

21 THE WITNESS: Ma'am?

22 THE COURT: I do not have any questions.

23 THE WITNESS: Okay.

24 THE COURT: You may step down.

25 All right, Mr. White, what else?

1 MR. WHITE: That's it, Your Honor. We just ask
2 for the relief that we requested in our complaint
3 against Rural Revival Trust: access to the property
4 today; an injunction to prevent Laura Lynn Hammett in
5 her individual, or as the trustee of the trust,
6 capacity from entering onto the property; any
7 judgment, we ask for pre- and post-judgment interest
8 at the maximum rate available under Arkansas law. We
9 reserve the right to petition the Court for
10 attorney's fees by motion.

11 THE COURT: And what are the -- was there an
12 amount of damages? I know we just went over
13 everything that he just stated. Was there anything
14 in particular on that? I mean, there's -- I don't
15 have any proof of the costs or anything.

16 MR. WHITE: Costs of?

17 THE COURT: Yes, the personal property that was
18 just discussed.

19 MR. WHITE: Well, that was just his estimation
20 of what it would take to replace the items he left
21 there, Your Honor.

22 THE COURT: But there's no proof that those are
23 not there any longer. Would that be fair to say,
24 since you've not been able to get on the property?

25 MR. WHITE: Yeah, that's probably correct, Your

1 Honor. We would like to take an inventory and see
2 what we could recover, and submit our findings back
3 to the Court for consideration once we know what we
4 can recover. I don't think we're going to recover
5 anything, honestly.

6 THE COURT: Okay.

7 MR. WHITE: Our biggest issue is to get the
8 property back, remove the cloud on the title, allow
9 us to move forward with what we need to do.

10 Yeah, and we did -- he did testify, Your Honor,
11 about all the missed mortgage payments. That that
12 was a fair rental payment. That he had three full
13 payments, six to nine partial payments. We would ask
14 for a monetary judgment in the amount of monthly
15 payments to be reduced and/or since the mortgage --
16 we think the mortgage is void. But if the Court
17 finds the mortgage is valid, there's a due on
18 advancement clause. We'd like the Court to note that
19 that's being called now. And if Ms. Pietrczak -- or,
20 excuse me, Ms. Laura Lynn Hammett, as the trustee of
21 Rural Revival Trust, is not prepared to pay the full
22 amount of the property today, then we ask for the
23 right to sell that property, have it appraised and
24 find out what value has been diminished based on the
25 waste that Laura Lynn Hammett, as trustee of the

1 Rural Revival Trust, has allowed to happen to the
2 property since it's been under her possession -- I
3 guess, under the trust's possession under her
4 direction. Thank you, Your Honor.

5 THE COURT: Okay. And my understanding, Mr.
6 White, so just correct me if I'm wrong, that you're
7 asking that the mortgage be deemed void because --
8 well, 1) I believe he testified he didn't sign it;
9 but also because it was drafted by an individual,
10 which would be Ms. Laura Lynn, on behalf of the trust
11 --

12 MR. WHITE: Correct, Your Honor. And I will
13 state --

14 THE COURT: -- preparing a legal document of
15 which she is not an attorney?

16 MR. WHITE: Correct, Your Honor. Although, I'll
17 be frank with the Court, I have researched case law
18 in-depth about Ms. Hammett's unauthorized practice of
19 law in this state, because it is extensive. It is
20 pervasive. What I found in that research was that
21 the action -- the actions -- the legal actions that
22 were put into effect by the unauthorized practice of
23 law are not automatically voided by that unauthorized
24 practice of law. We can say that the mortgage is --
25 only bears one party's signature, and we do think

1 it's void. But if it's not, then we ask for the
2 payments under it.

3 THE COURT: Well, and I would also maybe just
4 somewhat disagree with you, in that, "if a party is
5 not licensed to practice law in this state and they
6 attempt to represent the interests of others," I'm
7 quoting from a case, "by submitting himself or
8 herself to the jurisdiction of a court, those actions
9 such as filings or pleadings are rendered a nullity."
10 It would only stand to reason, that in the spirit of
11 the law, that that would be the same in regard to
12 another legal document, such as the mortgage, that is
13 a legal document drafted on behalf of a trust, but
14 drafted by an individual not authorized to practice
15 law.

16 MR. WHITE: I agree, Your Honor. I've seen
17 cases that go both ways. It's -- the cases that I've
18 looked at were older. Particularly, I was interested
19 in sanctions for the unauthorized practice of law.
20 And it seems to be that Arkansas law is fairly --
21 it's scant when it comes to sanctions for the
22 unauthorized practice of law. There is a misdemeanor
23 charge available. But we've asked the Searcy County
24 Prosecuting Attorney to investigate Ms. Laura Lynn
25 Hammett anyway on her willful slander of Mr.

1 Pietrczak's title to the property. So hopefully they
2 will pick that up and investigate it individually,
3 Your Honor.

4 THE COURT: Did I read in one of your pleadings
5 that you were going to turn her into the Supreme
6 Court, or you have? The only reason I'm asking is
7 I'm unsure if you're asking me, or if you're just
8 making statements. I'm not sure if you're asking me
9 to find -- which I'm not comfortable doing. I mean,
10 I'll just put that out there.

11 MR. WHITE: I'm not asking this Court to do
12 anything that places any sort of color of
13 disparagement or unequal treatment of Ms. Laura Lynn
14 Hammett as the trustee of the Rural Revival Living
15 Trust. Any other measures to be taken, I'll take
16 separately.

17 THE COURT: Okay. All right.

18 MR. WHITE: We're mainly interested in the
19 repossession of the property, but we'll take a
20 judgment, too, Your Honor.

21 THE COURT: I'm going to grant your request for
22 the repossess -- to get the property and everything
23 else that you were asking along with the property, to
24 be able to get on there, be able to -- no one else to
25 be on there. I'm not going to -- I think one of the

1 questions you asked is to hold anybody that's been
2 there for trespassing. I'm not going to do that. I
3 feel like it wasn't up until today that I'm granting
4 you that, that it was held in the Court, so.

5 MR. WHITE: Correct, Your Honor. We were just
6 asking that the trespass stop today.

7 THE COURT: I agree. That's -- that's fine.

8 MR. WHITE: Okay.

9 THE COURT: Anything else?

10 MR. WHITE: We would like a direction from the
11 Court for any keys Ms. Laura Lynn Hammett has to the
12 property today, and the Court's approval to allow me
13 to change the locks.

14 THE COURT: Yes, you can do so. It's your
15 property as far as I'm concerned.

16 MR. WHITE: Thank you, Your Honor.

17 THE COURT: And, Ms. Hammett, if you have any
18 keys to the property, I would say that you need to
19 get those to Mr. White within 24 hours.

20 Or you can put it in the order that it's to be
21 within 24 hours of --

22 MR. WHITE: I will say this, Your Honor. Mr.
23 Pietrczak drove from Malvern this morning. And with
24 his obvious limitations, it's quite the journey. We
25 would like to go out there this afternoon and --

1 THE COURT: As far as I'm concerned, you can.
2 I'm not comfortable ordering Ms. Hammett that right
3 here. She is here as an individual, not as the
4 trust. If she's not allowed to represent the trust,
5 I don't feel like it's proper for me to have
6 discussions with her in regard to her duty as the
7 trustee.

8 MR. WHITE: I understand.

9 THE COURT: I think that the best thing would do
10 to have an order.

11 MR. WHITE: We just ask that we be allowed to go
12 out there without harassment.

13 THE COURT: It's your property, as far as I'm
14 concerned, at this point.

15 MR WHITE: Okay. And I'll arrange for possibly
16 civil assistance if there's anything that goes on.

17 THE COURT: Okay.

18 MR. WHITE: Thank you.

19 THE COURT: And just a reminder, we are set for
20 a jury trial in regard to Ms. Hammett individually.
21 That is --

22 MR. WHITE: Your Honor, with what's happened
23 today, I most likely will dismiss our charges against
24 Ms. Laura Lynn Hammett. I believe --

25 THE COURT: I understand that. Until a judgment

1 and order is entered in regard to what's happened
2 today, and until there's an order entered on the
3 other, we're going to leave everything as is until
4 there -- that has been taken care of. I don't take
5 anything off my docket until orders are entered.

6 MR. WHITE: I absolutely understand, Your Honor.
7 But for scheduling purposes, I don't intend on it
8 being near the length of a jury trial it was.
9 Because if we dismiss our claims, Ms. Laura Lynn
10 Hammett has one personal claim based on deceit
11 against Mr. Pietrczak that's still floating out
12 there. And that would be the only claim at that time
13 there would be.

14 THE COURT: I -- I thought that I dismissed all
15 --

16 MR. WHITE: You may have and I missed it, Your
17 Honor.

18 THE COURT: I can go back through and look, I
19 can't remember.

20 MR. WHITE: Okay. Well --

21 MS. HAMMETT: Your Honor, may I speak to that?

22 COURT REPORTER: You'll need to come to the
23 podium.

24 MS. HAMMETT: Yes. The Court dismissed my
25 counterclaim *sua sponte* on -- with no notice to me.

1 And I don't know why it was dismissed. The reason
2 was given that I didn't follow -- I think it was Rule
3 8. But that was as specific as your reason was. And
4 so it is -- my claim has been dismissed.

5 THE COURT: Okay.

6 MR. WHITE: Thank you, Judge.

7 THE COURT: All right. You all may be excused.
8 We'll see you in May. I'm trying to find my
9 scheduling order to see if there's a pre-trial date
10 set before then.

11 MR. WHITE: Judge, was there any intention to
12 try to issue a judgment against the trust,
13 monetarily?

14 THE COURT: I think if you get the property, and
15 that's what you're wanting, if there is damages that
16 you find and you want to ask the Court to reconsider
17 for any other damages, that's definitely within your
18 rights to do so.

19 MR. WHITE: Thank you, Judge.

20 THE COURT: Hang on just a second. Let me look
21 and make sure on those jury trial dates if we've got
22 -- there are so many filings, I'm sorry, it's taking
23 me just a minute. May 2nd, it looks like we've got
24 the pre-trial scheduled. So anything that's going to
25 be --

1 MR. WHITE: You said that was a pre-trial, Your
2 Honor?

3 THE COURT: Yes, pre-trial is May 2nd. And it's
4 a full day. So I would ask that you get the order
5 for -- from today done within a week. And if you
6 plan on doing something differently with that, if we
7 could get that done quickly so we can use those days
8 for other things.

9 MR. WHITE: Absolutely, Your Honor. We will
10 draft the pleadings and orders by the end of the
11 week. You said May 2nd was a pre-trial, then a full
12 day. Is the pre-trial the same day as the full day
13 if we're -- if we do have to go jury trial?

14 THE COURT: Yes, May 2nd is what we've got
15 scheduled as the pre-trial for the full day. And
16 then 17th, 18th, and 19th is what we have scheduled
17 for the jury trial.

18 MR. WHITE: Thank you.

19 THE COURT: Okay. You all may be dismissed.

20 MR. WHITE: Thank you, Judge.

21
22 (WHEREUPON, the hearing was concluded.)
23
24
25


C E R T I F I C A T E

STATE OF ARKANSAS)
) ss
COUNTY OF FAULKNER)

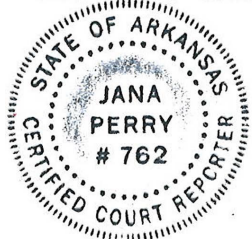
I, Jana Perry, Certified Court Reporter #762, do hereby certify that I am an Official Court Reporter for the State of Arkansas, First Division Circuit Court, 20th Judicial District, that I was present for the proceedings had in the within-named cause on August 4, 2021; October 7, 2021; and March 17, 2022. I further certify that the facts stated by me in the caption on the foregoing proceedings are true; and that the foregoing proceedings were reported verbatim through the use of the voice-writing method and thereafter transcribed by me to the best of my ability, taken at the time and place set out on the caption hereto.

I FURTHER CERTIFY, that I have billed Ms. Laura Hammett the amount of \$271.50 for my costs in preparing the transcript.

WITNESS MY HAND AND SEAL this 15th day of July, 2022.



Jana Perry, CCR
Certified Court Reporter #762



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