

**IN THE CIRCUIT COURT OF FAULKNER COUNTY ARKANSAS**  
**CIVIL DIVISION -1st**

**LAURA HAMMETT, an individual**

**PLAINTIFF**

**V. CASE No. 23-cv-20-631**

**FIRST AMERICAN HOME WARRANTY  
CORPORATION, a California Corporation;  
NICHOLSON'S HEATING AND AIR  
CONDITIONING, INC., an Arkansas  
Corporation; SMARTCOOL OF  
ARKANSAS, INC., an Arkansas Corporation,  
DOES 1-99**

**DEFENDANTS**

**Motion to Continue Case and Certify for Interlocutory Appeal of Order to  
Arbitrate; Brief in Support**

1. The Court filed a notification of dismissal pursuant to rule 41 for lack of prosecution on January 27, 2025.
2. Plaintiff makes this motion for continuance on the docket and certification for interlocutory appeal within 14 days of receiving the notification, as per the time ordered.
3. It is note worthy that the pro se plaintiff's 30-year-old son passed away on or about January 27, 2025 as well. This is written while on a sedative. It is based on the motion by the same name filed December 12, 2023, but supplemented.
4. The Court ordered plaintiff to file for arbitration on September 18, 2021.  
  
The Court ordered arbitration was granted pursuant to an adhesion contract Plaintiff rejected immediately upon receipt, in part because she rejected the arbitration clause.
5. Plaintiff expressed her intention to appeal the order to arbitrate in her objections filed September 18, 2021, at ¶ 3.
6. Plaintiff has not filed for arbitration because 1) Defendant First American demanded it be filed in AAA and that Plaintiff pay for the arbitration since she is asking for more than \$75,000 in damages, and 2) The Court's orders should all be reconsidered and reversed upon the decision of the Court of Appeals that the Honorable Susan Kaye Weaver appears to have a bias

against Plaintiff Laura Lynn Hammett, which was fully briefed December 23, 2022 in Circuit case *Pietrczak v. Laura Lynn, et al.*, 65-CV-20-21 and Arkansas Court of Appeals case *Hammett v. Pietrczak*, CV-22-435.

7. The appeal was dismissed, purportedly for lack of jurisdiction. The order of April 7, 2022 allowed for Pietrczak to file another motion. Hammett filed a motion based on ARCP 60(b). On April 14, 2022, Judge Susan Weaver ordered that all motions shall be denied, meaning she predetermined the outcome of any further motion. Besides recusal and removal from the bench, this should have signified the finality of the case.
8. But the Court did not close the case on the record. A year and a half after the appeal was fully briefed, with Pietrczak waiving his right to respond, Judge Weaver purportedly finalized and closed the case, though she lacked any jurisdiction.
9. Plaintiff does not have the economic resources to pay for the arbitration. This Court transferred substantially all Plaintiff's remaining, accessible assets to Pietrczak, despite dismissing Hammett from that case with prejudice. Hammett's real estate was held in trust and the trust was named in *Pietrczak* as a common-defense-doctrine defendant.
10. It is speculative, but worth noting, that Hammett called the property PTSD, for Peace Tranquility Serenity Divinity, and the trust Rural Revival Living

Trust. Had Judge Susan Kaye Weaver not transferred the property to Pietrczak, Hammett's son, who used to smoke weed and drink with Pietrczak, might have used the property as it was intended, as a retreat to regain sobriety. (Though that did not work for Pietrczak.)

11. AAA requires the parties to agree that the outcome of arbitration is binding and Hammett intends to appeal any adverse ruling.

12. AAA instructs the complainant to send a "copy of the arbitration agreement contained in the contract and/or agreement and/or purchase document." (Consumer-Rules-Web\_0.pdf (adr.org) at 11) Hammett rescinded the agreement, and sued on a promissory estoppel theory, which specifically did not include an arbitration agreement.

13. Hammett asks this Court to continue the case until after the United States Supreme Court is given an opportunity to decide whether this Court appears to have an extrajudicial bias against Hammett for which this Court should have recused from all Hammett's cases.

14. Hammett asks further for certification to ask for an interlocutory appeal of the order to arbitrate. Hammett intends to file a petition for writ of certiorari on *Pietrczak* timely in the United States Supreme Court, and the issues in this case are aligned.

15. Hammett would stipulate to non-binding arbitration or mediation paid for in full by the defendants, though AAA already decided the written adhesion contract was not the controlling agreement.

Respectfully submitted,

/s/ Laura Hammett                      February 7, 2025

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Plaintiff, in *pro se*

## CERTIFICATE OF SERVICE

I hereby certify that, on February 7, 2025 I electronically filed the Plaintiff Laura Hammett's **Motion to Continue Case and Certify for Interlocutory Appeal of Order to Arbitrate** with the Clerk of the Court using the eFlex Electronic Filing System, which shall send notification of such filing to all counsel of record.

February 7, 2025

/S/ Laura Lynn Hammett

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