

STATE OF SOUTH DAKOTA)
)ss
STANLEY COUNTY)

IN CIRCUIT COURT

SIXTH JUDICIAL CIRCUIT

BRYAN ANTHONY REO,

Plaintiff,

58 CIV 20-000007
Hon. Bridget Mayer

VS.

**MARTIN LINDSTEDT and SUSAN APRIL
BESSMAN, AS TRUSTEE OF THE SUSAN
APRIL BESSMAN REVOCABLE LIVING
TRUST,**

**Defendant Bessman's
Response to Plaintiff's
Statement of Uncontroverted
Material Facts**

Defendants.

Defendant Susan April Bessman, as Trustee of the Susan April Bessman Revocable Living Trust ("Susan"), through counsel and pursuant to SDCL §15-6-56(c), respectfully submit this *Response to Plaintiff's Statement of Uncontroverted Material Facts in Support of Motion for Summary Judgment*.

Responses to Plaintiff's Statement of Uncontroverted Facts

1. Plaintiff Reo is a resident of Lake County, Ohio, and he is also a licensed attorney in Ohio. (PIH, pg. 31 In. 1-18.).

Response: Admit.

2. The legal description of the real property at issue in this file is as follows:

**Township 7 North, Range 26 East of the
Black Hills Meridian, Stanley County, South
Dakota:**

Section 34:

That portion of the NE1/4NE1/4
lying in the South and West of the
Highway Right of Way;

SE 1/4NE1/4, NE1/4SE1/4.

Section 35:

That portion of the NW1/4, SW1/4, SE1/4, lying South and West of the Highway Right-of-way; and

Township 6 North, Range 26 East of the Black Hills Meridian, Stanley County, South Dakota:

Section 2:

Lots 1,2,3,4, S1/2N1/2, S1/2 (all);

Section 11:

NW1/4, NE1/4, SE1/4;

Section 14:

NW1/4, N1/2SE1/4

Throughout Plaintiff's Motion for Summary Judgment, Statement of Uncontroverted Facts, Affidavit in Support of Motion for Summary Judgment, and Brief in Support of motion for Summary Judgment, the foregoing real property shall collectively be referred to as the "**Lindstedt Property.**" (See generally Exhibit #4 of the SABD, and SABD pg.30, ln 2-14).

Response: This is not the full and correct legal description of the property. See *Exhibit A to Verified Complaint.*

3. The property was conveyed to Susan April Bessman as Trustee for the Susan April Bessman Revocable Living Trust by Warranty Deed from Martin Lindstedt on or about October 25, 2019. (See generally Exhibit #4 of the SABD; SABD pg. 30, ln 2-14, See Affidavit of Susan April Bessman filed with the court on or about April 21, 2021, specifically paragraph 4 where she admits "On October 25, 2019, my brother, Martin Lindstedt, conveyed real estate in the County of Stanley in the State of South Dakota to me as more fully described in a warranty deed....").

Response: Admit.

4. Martin Lindstedt previously obtained the real property in 1999 by Personal Representative's Deed. (See generally Exhibit #3 of the SABD; SABD pg. 19 ln. 16 - pg.20 ln. 22; See generally the "Answer" of Defendant Lindstedt admitting that he transferred his inheritance).

Response: Admit.

5. In 1999, Susan April Bessman, then serving as Personal Representative for the Estate of Jennie L. Samuelson, conveyed by Personal Representative's Deed the real property described above in fee simple, subject to any reservations of record to "Martin Lindstedt, a single person, grantee of 338 Rabbit Track Rd., Granby, MO 64844." (See generally *Exhibit #3 of the SABD; SABD pg. 19 In. 16 - pg. 20 In. 22; and See generally the "Answer" of Defendant Lindstedt admitting that he transferred his inheritance*).

Response: Admit.

6. Based upon the knowledge and belief of Plaintiff, there were no intermediate deeds or transfers of the subject property between the time of the 1999 conveyance as set forth in paragraph 9 herein and the conveyance set forth in paragraph 7 herein. (BR4 paragraph 17).

Response: Admit that this appears to be Plaintiff's knowledge and belief based upon his research of filings at the Stanley County Register of Deeds.

7. Susan April Bessman is Martin Lindstedt's biological sister. (SABD pg. 15 In. 18-24; *Affidavit of Susan Bessman filed April 21, 2021, specifically paragraph 4, indicating Martin Lindstedt is her "brother."*).

Response: Admit.

8. In 2015 and 2016, Plaintiff commenced civil actions against Defendant Martin Lindstedt in the Court of Common Pleas, in Lake County, Ohio. (BR4 paragraph 5)

Response: Admit.

9. The file numbers for these actions are "15CV001590" and "16CV000825" respectively. (BR4 paragraph 5)

Response: Objection. The asserted facts are not "material facts" as contemplated by SDCL §15-6-56(c).

10. Per order of the Court, the two civil matters were consolidated for jury trial, and the matters were tried to a jury in June of 2019. (PIH pg 22 ln. 33, BRA paragraph 5)

Response: Objection. The asserted facts are not “material facts” as contemplated by SDCL §15-6-56(c).

11. The jury deciding the consolidated civil matters returned a verdict against Defendant Martin Lindstedt and the Church of Jesus Christ, Christian/Aryan Nations of Missouri in the amounts of \$105,000 and \$400.00. (PIH pg. 34 ln. 7-11, BRA paragraph 5).

Response: Objection. The asserted facts are not “material facts” as contemplated by SDCL §15-6-56(c).

12. The date of the jury verdict was June 26, 2019. (PIH pg. 35 ln. 8-11, BRA paragraph 5)

Response: Objection. The asserted facts are not “material facts” as contemplated by SDCL §15-6-56(c).

13. On July 2, 2019, the Honorable Judge Patrick J. Condon issued a written judgment memorializing the verdict reached by the jury, and awarded Reo judgments in the amount of \$105,000.00 and \$400.00. (See generally Exhibit Fas introduced at the Preliminary Injunction hearing held on August 31, 2021, said Exhibit being a copy of the July 2, 2019 \$105,400 combined judgment in favor of Reo and against Lindstedt).

Response: Admit.

14. Plaintiff was aware that Defendant Martin Lindstedt was the owner of the Lindstedt Property. (PIH pg. 49 ln. 11-25, and also see generally Exhibit 3 to the SABD, which is a true and correct copy of the deed vesting title of the Lindstedt Property in the name of Defendant Martin Lindstedt.)

Response: Objection. Paragraph 14 does not specify the timeframe in question, and Susan is therefore unable to accurately respond to this assertion.

15. Based upon the information and belief of Plaintiff, neither Martin Lindstedt nor any other person resides on the Lindstedt Property. (BRA paragraph 15)

Response: Admit.

16. On August 10, 2019, Reo made application in the Stanley County Circuit Court, Sixth Circuit, to register and docket his \$105,000.00 and \$400.00 judgments as a foreign judgments in Stanley County. (See generally Exhibit J from the Preliminary Injunction hearing, said exhibit being a certified copy of the notice of the \$105,400 in judgments being filed and docketed with the Stanley County Clerk of Courts, See also PIH pg. 50 ln13 - pg. 51 ln. 16, · see Exhibit A to BRA; and the court can take judicial notice of the filings in 58CJV19-35, which is the foreign judgment registration civil file in Stanley County).

Response: Admit.

17. Reo filed an affidavit with the registration of foreign judgment indicating that on or about August 19, 2019 that the \$105,400.00 judgment was at the time of filing valid, enforceable, and unsatisfied. (BRA Exhibit A; and this court can take judicial notice of the three foreign judgment registration files as set forth supra.)

Response: Objection. The asserted facts are not “material facts” as contemplated by SDCL §15-6-56(c).

18. In fact, all judgments obtained by Plaintiff Bryan Reo against Defendant Lindstedt are valid, enforceable, and unsatisfied as of the date of this motion for summary judgment. Defendant Lindstedt nor Defendant Bessman have made any any payment to satisfy the judgments. (BRA paragraphs 7, 14A, and 14D, · and this court can take judicial notice of the three foreign judgment registration files as set forth supra.)

Response: Objection. This paragraph asserts a legal, not factual, conclusion. Subject to the same, deny that the judgments obtained by Bryan Reo against Martin Lindstedt are valid; most of them violate Ohio substantive law imposing caps on punitive damages and are therefore void, having been rendered beyond the issuing court’s jurisdiction. Ohio R.C. §2315. Admit that Susan has not made any payment to satisfy any such judgment.

19. Based upon the affidavit and application made by Reo, Kelli Sitzman as Clerk of Court for Stanley County registered the Ohio judgment as a foreign judgment on August 19, 2019 at 3:13 PM, Central Standard time. (See generally Exhibit J from the Preliminary Injunction hearing, said exhibit being a certified copy of the notice of the \$105,400 in judgments being filed and docketed with the Stanley County Clerk of Courts; the Court can take judicial notice of the filings in 58CIV1 9-35, which is the foreign judgment registration civil file in Stanley County; see also Exhibit A to BRA.).

Response: Admit in part. The cited exhibits do not state the time at which the judgment was filed.

20. The next day, August 20, 2019. the Clerk of Courts sent a “Notice of Filing Foreign Judgment” to Martin Lindstedt by United States Mail to his address at “338 Rabbit Track Rd. Granby, MO 64844.” (See generally Exhibit J from the Preliminary Injunction hearing, said exhibit being a certified copy of the notice of the \$105,400 in judgments being filed and docketed with the Stanley County Clerk of Courts; and the Court can take judicial notice of the filings in 58CIVJ 9-35, which is the foreign judgment registration civil file in Stanley County, and see also Exhibit A to BRA.).

Response: Objection. The asserted facts are not “material facts” as contemplated by SDCL §15-6-56(c). Subject to the same, the *Notice of Filing of Foreign Judgment* speaks for itself.

21. The Ohio judgments were docketed by the Clerk of Courts in Stanley County in file #58CIV19-000035. (See generally Exhibit J from the Preliminary Injunction hearing, said exhibit being a certified copy of the notice of the \$105,400 in judgments being filed and docketed with the Stanley County Clerk of Courts; and the Court can take judicial notice of the filings in 58CIV1 9-35, which is the foreign judgment registration civil file in Stanley County)

Response: Objection. The asserted facts are not “material facts” as contemplated by SDCL §15-6-56(c).

22. In registering the foreign judgment, Reo paid the appropriate registration fee and complied with the foreign judgment registration statutes under

applicable South Dakota law. (See generally Exhibit J from the Preliminary Injunction hearing, said exhibit being a certified copy of the notice of the \$105,400 in judgments being filed and docketed with the Stanley County Clerk of Courts; the Court can take judicial notice of the filings in 58C1V19-35, which is the foreign judgment registration civil file in Stanley County; and BRA paragraph 7).

Response: Objection. This paragraph contains legal, not factual, assertions. Further, the so-called asserted facts are not “material facts” as contemplated by SDCL §15-6-56(c).

23. At the time of registration of the foreign judgment in Stanley County, Martin Lindstedt was the owner in fee simple of Lindstedt Property. (See generally Exhibits 3 and 4 of the Preliminary Injunction hearing (warranty deeds); and BRA paragraph 17, indicating that there were no intervening deeds; and see PIH, Martin Lindstedt Testimony pg. 191 ln. 4 - pg. 194 ln. 14.)

Response: Admit.

24. On or about August 12, 2019, Reo filed a civil action against Martin Lindstedt in the Lake County Court of Common Pleas, Lake County, Ohio, (file# 19CIV001304) alleging libel per se, libel, invasion of privacy, intentional infliction of emotional distress, and other relief: and Reo has demanded monetary damages in the aggregate of one million dollars (\$1,000,000.00), or in the alternative an amount awarded by jury. (BRA paragraph 14A; PIH pg. 60 ln. 14 - pg. 61 ln. 3; and See Plaintiff's Verified Complaint, paragraph 39.)

Response: The record citations (except for the Complaint) do not support the factual assertions contained in Paragraph 24, and Susan is thus unable to admit or deny the same.

25. Martin Lindstedt was served with summons and complaint on or about August 21, 2019. (PIH pg. 60 ln. 14 - pg. 61 ln. 3.; and See Plaintiff's Verified Complaint, paragraph 40).

Response: The record citations (except for the Complaint) do not support the factual assertions contained in Paragraph 24, and Susan is thus unable to admit or deny the same.

26. The matter described in paragraph 24 was removed to the United States District Court for the Northern District of Ohio on September 12, 2019, case# 1:19 - CV-02103-SO. (See Plaintiff's Verified Complaint, paragraph 41; see generally Answer of Defendant Lindstedt indicating that the Lake County Matters have been transferred to federal court).

Response: Objection. The asserted facts are not “material facts” as contemplated by SDCL §15-6-56(c).

27. In file 1:19-CV-02103-SO, on April 23, 2021, the Honorable Solomon Oliver, United States District Judge, entered a final Judgment Entry in favor of Plaintiff Bryan Reo and against Defendant Martin Lindstedt in the aggregate amount of one million dollars (\$1,000,000.00). (See BRA paragraph 14A, and Exhibit B of BRA.)

Response: Admit.

28. The judgment awarded to Bryan Reo in the amount of \$1,00,000.00 has been properly docketed and filed as foreign judgment in Stanley County on or about April 23, 2021. (See BRA paragraph 14A and Exhibit B, and See generally Stanley County Civil File 58CIV21-16.)

Response: Objection. The asserted facts are not “material facts” as contemplated by SDCL §15-6-56(c). Deny to the extent this Paragraph asserts the validity of said judgment, which Susan expressly denies as set forth above.

29. On or about September 18, 2019, Reo filed a civil action against Martin Lindstedt in the Lake County Court of Common Pleas, Lake County, Ohio, (file# 19CIV001530) alleging libel per se and other relief, and Reo has demanded monetary damages in the aggregate of \$750,000.00 dollars (\$750,000.00), or in the alternative an amount awarded by jury. (BRA paragraph 14B; PIH pg. 60 ln.14 - pg. 61 ln. 3, See Plaintiff's Verified Complaint, paragraph 43.)

Response: The record citations (except for the Complaint) do not support the factual assertions contained in Paragraph 24, and Susan is thus unable to admit or deny the same.

30. Martin Lindstedt repeatedly refused service m September and October 2019, until ultimately he filed an “acknowledgment of service” dated October 21, 2019. (See Plaintiff’s Verified Complaint, paragraph 44).

Response: The only record citation identified in support of this assertion is the Complaint. Susan is thus unable to admit or deny the same.

31. The matter described in paragraph 28 was removed to the United States District Court for the Northern District of Ohio on November 5, 2019, case# 1:19 - CV-02589-CAB. (See Plaintiff’s Verified Complaint, paragraph 45, and see generally Answer of Defendant Lindstedt indicating that the Lake County Matters have been transferred to federal court).

Response: Objection. The asserted facts are not “material facts” as contemplated by SDCL §15-6-56(c).

32. On March 29, 2021, in file 1:19-CV-02589-CAB, the Honorable Christopher A. Boyko, United States District Judge, entered an Opinion and Order in favor of Plaintiff Bryan Reo and against Defendant Martin Lindstedt in the aggregate amount of seven hundred fifty thousand dollars (\$750,000.00). (See BRA paragraph 14B and Exhibit E to BRA.)

Response: Admit.

33. On or about September 9, 2019, Stefani Rossi Reo filed a civil action against Martin Lindstedt in the Lake County Court of Common Pleas, Lake County, Ohio, (file # 19CIV001530) alleging libel per se and other relief, and Stefani Reo demanded monetary damages in the aggregate of five hundred thousand dollars (\$500,000.00), or in the alternative an amount awarded by jury. (See Plaintiff’s Verified Complaint, paragraph 47, and BRA paragraph C).

Response: Admit.

34. Martin Lindstedt repeatedly refused service m September and October 2019. Until ultimately he accepted service on November 7, 2019. (See Plaintiff’s Verified Complaint, paragraph 48).

Response: Objection. The asserted facts are not “material facts” as contemplated by SDCL §15-6-56(c), as they relate to a judgment obtained by an individual who is not a party to this action.

35. The matter described in paragraph 33 was removed to the United States District Court for the Northern District of Ohio on November 26, 2019, case# 1:19 - CV-02786-CAB. (See Plaintiff's Verified Complaint, paragraph 49, and see generally Answer of Defendant Lindstedt indicating that the Lake County Matters have been transferred to federal court).

Response: Objection. The asserted facts are not “material facts” as contemplated by SDCL §15-6-56(c), as they relate to a judgment obtained by an individual who is not a party to this action.

36. On March 30, 2021, in file 1:19-CV-02786-CAB, the Honorable Christopher A. Boyko, United States District Judge, entered an Opinion and Order in favor of Plaintiff Stefani Rossi Reo and against Defendant Martin Lindstedt in the aggregate amount of five hundred thousand dollars (\$500,000.00). (See BRA paragraph J4C and Exhibit F to BRA.)

Response: Admit.

37. On or about September 18, 2019, Anthony Domenic Reo filed a civil action against Martin Lindstedt in the Lake County Court of Common Pleas, Lake County, Ohio, (file #19CIV00I 531) alleging libel per se and other relief, and Anthony Domenic Reo has demanded monetary damages in the aggregate of five hundred thousand dollars (\$500,000.00), or in the alternative an amount awarded by jury. (See Plaintiff's Verified Complaint, paragraph 51, and BRA paragraph DJ.

Response: Admit.

38. Martin Lindstedt repeatedly refused service in September and October 2019, until ultimately he accepted service on October 21, 2019, just four days before the fraudulent transfer in this case. (See Plaintiff's Verified Complaint, paragraph 52).

Response: The only record citation identified in support of this assertion is the Complaint. Susan is thus unable to admit or deny the same.

39. The matter described in paragraph 37 was removed to the United States District Court for the Northern District of Ohio on November 7, 2019, case# 1:19 - CV-02615-JRA. (See Plaintiff's Verified Complaint, paragraph 53, and see generally Answer of Defendant Lindstedt indicating that the Lake County Matters have been transferred to federal court).

Response: Objection. The asserted facts are not “material facts” as contemplated by SDCL §15-6-56(c).

40. On April 18, 2021, in file 1:19-CV-02615-JRA, the Honorable John Adams, United States District Judge, entered an Opinion and Order in favor of Plaintiff Anthony Domenic Reo and against Defendant Martin Lindstedt in the aggregate amount of five hundred thousand dollars (\$500,000.00). (See BRA paragraph 14D and Exhibit C to BRA.)

Response: Admit.

41. The judgment awarded to Anthony Domenic Reo in the amount of \$500,000.00 has been duly assigned to Plaintiff Bryan Reo, and properly docketed and filed as foreign judgment in Stanley County on or about July 2, 2021. (See BRA paragraph 14D; Exhibit C to BRA, and See generally Stanley County Civil File 58CIV21-24.)

Response: Deny. The assignment in question is invalid under the laws of champerty. *See McKellips v. Mackintosh*, 475 N.W.2d 926 (S.D. 1991).

42. On October 16, 2021, Plaintiff Reo, in the State of Ohio, in the Court of Common Pleas of Lake County, in files 15CV001590 and 16CV000825 (the two cases tried to jury resulting in Reo judgments of \$105,000.00 and \$400.00), moved to compel Defendant Lindstedt to produce answers to the duly filed and served Post Judgment Discovery Requests. In said discovery requests, Plaintiff Reo was trying to locate Martin Lindstedt's assets in order to satisfy his \$105,400 combined judgments in these cases. (BRA paragraphs 8-12, Exhibit G of BRA; and PIH pg. 51 ln 17 - pg. 54 ln. 25)

Response: Objection. This paragraph is neither short nor concise, as required by SDCL §15-6-56(c).

43. Approximately 66 days after the mailing of the Notice of Filing Foreign Judgment as described in paragraph 20 herein, just days after being served or admitting service on three lawsuits with total aggregate claims of one million five hundred thousand dollars (\$1,500,000.00), and only nine (9) days after Plaintiff Reo moved the Ohio Court of Common Pleas to Order Defendant Lindstedt to disclose to Plaintiff Reo the location of all his assets, Defendant Martin Lindstedt conveyed his entire interest in the Lindstedt Property to Susan April Bessman, as Trustee for the Susan April Bessman Revocable Living Trust by signed and delivered warranty deed executed on October 25, 2019. (See Exhibit 4 to SABD (Copy of Warranty Deed; SABD pg. 30 ln. 2 -14; PIH Exhibit I).

Response: Objection. This paragraph is neither short nor concise, as required by SDCL §15-6-56(c), and should be stricken. Subject to the same, the dates of each act speak for themselves.

44. The Warranty Deed from Defendant Lindstedt to Defendant Bessman indicated the the consideration for the transfer is “one dollar and other good and valuable consideration.” (See Exhibit 4 to SABD (Copy of Warranty Deed), SABD pg. 30 ln. 2 -14; PIH Exhibit I).

Response: Admit that the Warranty Deed speaks for itself.

45. The deed indicates that the transfer is exempt from transfer pursuant to SDCL 43-4-22(16). (See Exhibit 4 to SABD (Copy of Warranty Deed); SABD pg. 30 ln. 2 -14; PIH Exhibit I).

Response: Admit that the Warranty Deed speaks for itself.

46. Susan Bessman paid NOTHING for the the Lindstedt Property upon receiving the warranty deed, and she has admitted that the transfer was a complete gift with not so much as even the nominal one dollar being exchanged. (SABD pg. 30 ln. 15 - pg.31 ln. 6)

Response: Admit that Susan received the property as a gift and she did not pay for it.

47. SDCL 43-4-22(16) exempts transfer fees for land conveyances where

there is “an absolute gift without consideration of any kind in return for the conveyance.” (See Plaintiff’s Verified Complaint paragraph 59, and SDCL 43-4-22(16))

Response: Objection. This paragraph contains legal, not factual, assertions.

48. The deed was signed on October 25, 2019 and filed with the Stanley County Register of Deeds on October 29, 2019. (See Exhibit 4 to SABD (Copy of Warranty Deed); SABD pg. 30 Zn. 2-14; PIH Exhibit I).

Response: Admit.

49. At the time Defendant Martin Lindstedt conveyed the property to Susan April Bessman as Trustee for the Susan April Bessman Revocable Living Trust, he had personal knowledge, written notice, and constructive notice that Reo had obtained a significant monetary judgment against him, and at a minimum he had reviewed service of three additional pending lawsuits with aggregate claims against him in the amount of \$2,250,000.00. (See Defendant Lindstedt’s Motion for Continuance & Appearance by Telephone dated March 28, 2020 and filed with this court, wherein Defendant indicates his frustration with not being able to divest himself of assets and he admits that he had to “give up his inheritance”. Defendant also admits in that same documents that he decided to “give” the Lindstedt Property to his sister and that he “begged” her to take it. See also Defendants Motion for Dismissal of This Lawless Fraudulent Action by Bryan Rea & Layers, wherein Defendant Lindstedt admits that “she [Bessman] owns the property now and Bryan Rea has no case against herself this matter should be dismissed ...”. See also, SHT pg. 19 ln. 6-8, wherein Defendant Lindstedt states to the court that his position is that “he no longer owns the [Lindstedt Property]. I don’t see why Bryan Rea is going against my sister.”).

Response: Objection. This paragraph is neither short nor concise, as required by SDCL §15-6-56(c) and it contains legal, not factual, assertions and arguments.

50. Plaintiff Reo has hired appraiser Terry Leibel of Mid-State Appraisal Service, Inc. to complete an independent appraisal of the Lindstedt Property. The appraisal was furnished Plaintiff Reo or or about July 15, 2021, and the appraisal indicates that the value of the Lindstedt property, consisting of approximately 1,723.00 acres of agricultural land, is worth

\$1,292,000.00. (See BRA paragraph 22 and Exhibit H to BRA)

Response: Objection. This paragraph is neither short nor concise, as required by SDCL §15-6-56(c). Subject to the same, admit that the Leibel Appraisal values the property at \$1,292,000.

51. The Lindstedt Property is the only asset that Martin Lindstedt ever owned that is capable of satisfying, in whole or part, Reo's judgment numerous judgments. (See generally BRA Exhibit D, which is a true and correct copy of the July 12, 2021 Motion for Pauper Status filed by Martin Lindstedt in the United States Court of Appeals for the Sixth Circuit, wherein Defendant Lindstedt indicates that he has no income and the following assets: \$1,500.00 in cash, \$100.00 in a bank account, a home worth \$25,000.00, a home worth \$3,000.00, a van worth \$1,000.00, and an SUV worth \$500.00 for a combined net worth of \$31,100.00)

Response: Admit that the Motion for Pauper Status speaks for itself.

52. The transfer of the real property to Susan April Bessman as Trustee rendered Martin Lindstedt immediately insolvent and therefor unable to satisfy Rea's properly filed foreign judgment and pending civil claims. Defendant Lindstedt's insolvency is so bad that he has asked this Court for indigent status to waive appeal fees. (See generally Pastor Lindstedt's Order of Transcript in forma pauperis In Substantial Compliance with From 6 SDCL 15-26A, wherein Defendant Lindstedt admits that he cannot afford a \$150.00 filing fee neither can he afford a \$700-\$800 transcript fee; and See Also Exhibit D to BRA, a true and Correct copy of the Motion for Pauper Status filed by Lindstedt)

Response: Objection. This paragraph is neither short nor concise, as required by SDCL §15-6-56(c) and it contains legal, not factual, assertions and arguments.

53. Matin Lindstedt intentionally transferred the Lindstedt Property to avoid creditors. (See generally Pastor Lindstedt's Order of Transcript in forma pauperis In Substantial Compliance with From 6 SDCL J 5- 26A, wherein Defendant Lindstedt states the following: "Upon losing in federal court on a case transferred to Southwest Missouri from the Northern District of Ohio Bryan Reo proceed to file in Lake County Ohio and after nearly four years prevailed with a biased jury and corrupt judge to punish 'white supremacists.' Upon

*winning that case and while this matter is under appeal Bryan Reo filed four more Lake county cases, all transferred to federal court, along with a second 'civil stalking' case against Pastor Lindstedt with was detected by a Lake County magistrate as fraudulent and dismissed which Attorney Konrad was involved in as well this June 4, 2020. Bryan Rea bought a bogus judgment against Pastor Lindstedt in Oct. 2019 from the City of Granby who was unlawfully bulldozing on Pastor Lindstedt's and Roxie Fausnaight's and Lindstedt's niece and nephews property around the Hovel at 338 Rabbit Track Road. **Pastor Lindstedt decided to transfer his inheritance back to Susan Bessman in late Oct. 2019 because there would be no need for a title company to get involved because she was administrator of the Jenny Samuelson Estate. Pastor Lindstedt considered shooting the Granby City Counsel-Criminals at the time but given that he now hasn't anything left to steal, Roxy is dead, and the Mighty Evil ZOGI Babylonian Empire is Collapsing is far more mellow now.)***

Response: Objection. This paragraph is neither short nor concise, as required by SDCL §15-6-56(c) and it contains legal, not factual, assertions and arguments.

54. The Lindstedt Property has had the same renters for approximately many, many years. (SABD pg. 31 ln. 18 - pg 32 ln 8.)

Response: Objection. This paragraph is confusing and misstates Susan's testimony, which speaks for itself. Admit the renters have been renting the property since the '30's or '40's.

55. The renters of the Lindstedt property are the Roseth Brothers General Partnership and the Tim and Diane Olson Partnership. (SABD pg. 32 Zn 9-12, and Exhibit 5 to SABD)

Response: Admit.

56. For IRS tax year 2020, the Roseth Brothers General Partnership paid Defendant Bessman a total of \$30,660.00 for 2020 agricultural land rent; and the Tim and Diane Olson Partnership paid Bessman the sum of \$6720.00 for agricultural land rent. (See Exhibit 5 to SABD, and SABD pg. 33 In. 3 - pg. 35 ln. 4.

Response: Admit.

57. Defendant Bessman has exhausted all the rental money by paying for legal fees, using the cash as spending money, and writing checks for approximately \$14,000.00 combined to herself and family members. (SABD pg 39-48, wherein Defendant Bessman indicates that she has “paid more in legal fees than what has been - - more so than what I have received in rent.)

Response: Objection. The record citation to this paragraph (pages from *Susan Bessman Deposition*) are not included within the Plaintiff’s filings. Subject to the same, Susan’s deposition testimony speaks for itself. Rental proceeds have been used to pay legal fees and/or other expenses. However, legal fees have exceeded what Susan has received in rental income, even though some funds have been commingled, as she stated in her deposition.

58. Defendant Bessman has indicated in her interrogatory responses that the rent is paid biannually in April and October pursuant to the terms of the oral lease. (See Susan April Bessman Answers to Interrogatories, question and answer #28.)

Response: Admit.

59. Defendant Bessman has received in part, the rental payment for year 2021, which is payment from Roseth Brothers in the amount of \$15,330.00. (See Susan April Bessman, bank statement from Bankwest dated 2/15/21 - 3/15/21 wherein she received a deposit for \$15,330, which is exactly half of the rental amount received from the 2020 IRS 1099 from Roseth Brother General Partnership.)

Response: Admit.

60. Based upon the oral lease of the parties, Defendant Lindstedt would have received half of the 2019 rent in October of 2019, which is after the date of Rea’s initial judgment of \$105,400.00 against Defendant Lindstedt. (See Susan April Bessman Answers to Interrogatories, question and answer #28.)

Response: Objection. This assertion is speculative and not factual or capable of being admitted. Subject to the same, see Response to Paragraph 58.

61. Plaintiff Bryan Reo has never received any income from the Lindstedt Property. (BRA paragraph 25.)

Response: Admit, at least as to rent payments made to Susan.

62. The aggregate amount of the duly filed and docketed Stanley County judgments that I hold against Mr. Lindstedt is approximately \$1,652,773.26 (calculated as of July 26, 2021) with combined per diem interest of \$439.84/day. (BRA paragraph 24, 7, and 14A-D).

Response: Deny. The referenced judgments are not valid under Ohio law. See generally Susan's Response to Motion for Summary Judgment. Objection to the extent Plaintiff alleges that South Dakota interest rates apply.

63. The 2021 assessed value for tax purposes is \$874,416.00. (See Exhibit I of BRA, a true and correct copy of the tax assessment for the Lindstedt property dated July 26, 2021 as procured from the Stanley County Equalization Office).

Response: Admit.

64. Defendant Bessman and Plaintiff Reo cooperated in the appraisal process. (See Stipulation regarding appraisal as filed with this court on or about July 2, 2021)

Response: Admit.

65. The Appraisal of the Lindstedt Property provided to me by appraiser Terry Leibel of Mid- State Appraisal Service, LLC on or about July 15, 2021, indicates the appraised value of the property at \$1,292,000.00. (See Exhibit H to BRA)

Response: Admit.

66. As of this date of this statement of facts, the docketed judgment amount exceed the appraised value of the land by \$360,773.26. (Mathematical deduction from paragraphs 62 and 65 above.)

Response: Deny to the extent this Paragraph asserts the validity of the judgments. *See generally Susan's Response to Motion for Summary Judgment* for the factual and legal authority challenging the validity of the judgments.

Respectfully submitted this 20th day of August 2021.

BANGS, McCULLEN, BUTLER,
FOYE & SIMMONS, L.L.P.

BY: ***/s/ Sarah Baron Houy***
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CERTIFICATE OF SERVICE

I certify that, on August 20, 2021, I served copies of this document upon the listed people via Odyssey File & Serve:

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/s/ Sarah Baron Houy _____
Sarah Baron Houy