

STATE OF SOUTH DAKOTA	)	IN CIRCUIT COURT
	)SS	
COUNTY OF STANLEY	)	SIXTH JUDICIAL CIRCUIT

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BRYAN ANTHONY REO,	)	CIV20-000007
	)	
Plaintiff,	)	
	)	
VS.	)	PLAINTIFF'S BRIEF IN SUPPORT
	)	OF MOTION FOR SUMMARY JUDGMENT
MARTIN LINDSTEDT and	)	
SUSAN APRIL BESSMAN, as	)	
Trustee of the Susan April Bessman	)	
Revocable Living Trust,	)	
	)	
Defendants.	)	

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COMES NOW, Plaintiff Bryan Reo, by and through his attorney of record, Robert Konrad, and for Plaintiff's Brief in Support of Motion for Summary Judgment, does argue as follows:

#### INTRODUCTION

South Dakota is one of the many states that has adopted the Uniform Fraudulent Transfers Act. The entirety of the code is codified in SDCL 54-8A. The code section is relatively brief as the the Act stands for a relatively common sense principal: one cannot intentionally or unintentionally divest himself of assets to keep a judgment creditor from collecting. The principals of this act sound in equity and fairness. In a world where such a provision did not exist, debtors would be able to commit damaging torts, transfer assets, and completely avoid paying for their actions. Victims of torts would then be left with no recourse; while on the other hand, the tortfeasors lose nothing, often conspiring with the transferee to retain access, income, or use of said access, thereby suffering naught.

Defendant Martin Lindstedt is one of such unscrupulous persons, and he has been trying mightily to thwart any collection attempt by Bryan Reo, however his actions have never been in accordance with the law. This matter is ripe for summary judgment, and even in a light most favorable to Defendants, there are no material facts disputed, and judgment on the pleadings is appropriate. Defendant Lindstedt nor Defendant Bessman have raised any affirmative defenses, they have engaged in no discovery, however they have latched onto the Lindstedt Property long enough to collect as much rental money as possible, thereby still profiting at the expense of Plaintiff Reo.

As this Court is aware, the Court entered a Preliminary Injunction against Defendants Martin Lindstedt and Susan April Bessman on August 31, 2020. Pursuant to SDCL 15-6-65(a) states that “any evidence received on an application for a preliminary injunction which would be admissible at the trial on the merits, becomes part of the record on the trial and need not be repeated at the trial.” Wherefore, Plaintiff respectfully requests that this Court take judicial notice of all evidence presented to the court at the time of the preliminary injunction hearing on August 31, 2020. (Transcript of the Aug. 31, 2020 hearing is on file with the court) Plaintiff has carefully set forth the Statement of Uncontroverted Facts, so as to cite mainly to the admissions made by Defendants. Very little, if any, of Plaintiff’s argument is based upon the Affidavit of Bryan Reo. Defendants will not be able, in good faith, to dispute any statement of fact set forth in the Statement of Uncontroverted Facts and the majority of the facts are based upon admissions of the Defendants under oath. Because this court has already conducted a lengthy evidentiary hearing on August 31, 2020, Defendant will not herein restate the facts and would advise the Court to review the hearing transcript from August 31, 2020 and also Plaintiff’s statement of

uncontroverted facts. As such, Plaintiff motions this court to grant his request for summary judgment and conclude this matter.

### ARGUMENT

The South Dakota Supreme Court has repeatedly set forth the appropriate standard for summary judgment:

Summary judgment is authorized “if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact, and that the moving party is entitled to judgment as a matter of law.” We will affirm only when there are no genuine issues of material fact and the legal questions have been correctly decided. All reasonable inferences drawn from the facts must be viewed in favor of the non-moving party. The burden is on the moving party to clearly show an absence of any genuine issue of material fact and an entitlement to judgment as a matter of law.

*Mueller v. Cedar Shore Resort, Inc.*, 2002 SD 38, ¶ 10, 643 N.W.2d 56, 62 (quoting \*762 *Hayes v. N. Hills General Hosp.*, 1999 SD 28, ¶ 12, 590 N.W.2d 243, 247 (quoting SDCL 15–6–56(c))). There must be no material facts at issue, and there must “be no genuine issue on the inferences to be drawn from those facts.” *A–G–E Corp. v. State*, 2006 SD 66, ¶ 17, 719 N.W.2d 780, 786 (citations omitted).

SDCL 54-8A-1(12) defines “transfer” as “any mode, direct or indirect, absolute or conditional, voluntary or involuntary, of disposing of or parting with an asset or an interest in an asset, including payment of money, release, lease, and creation of a lien or other encumbrance.”

As the Court can see, the underlying transfer ***and a lease*** are both fraudulent transfers.

SDCL 54-8A-2 states as follows:

(a) A debtor is insolvent if the sum of the debtor's debts is greater than all of the debtor's assets at a fair valuation.

(b) A debtor who is generally not paying his debts as they become due is presumed to be insolvent.

...

(d) Assets under this section do not include property that has been transferred, concealed or removed with intent to hinder, delay or defraud creditors or that has been transferred in a manner making the transfer voidable under this chapter.

(e) Debts under this section do not include an obligation to the extent it is secured by a valid lien on property of the debtor not included as an asset.

As this court can clearly tell, based upon the valuation of the Lindstedt Property and Appraised and Assessed value, Martin Lindstedt clearly is insolvent, as the value of the Reo judgments exceed the value of the Lindstedt Property by \$360,773.26. SUCF #66.

SDCL 54-8A-4 sets forth the standard for an intentional fraudulent transfer:

(a) Any transfer made or obligation incurred by a debtor is fraudulent as to a creditor, whether the creditor's claim arose before or after the transfer was made or the obligation was incurred, if the debtor made the transfer or incurred the obligation:

(1) With actual intent to hinder, delay, or defraud any creditor of the debtor; or

(2) Without receiving a reasonably equivalent value in exchange for the transfer or obligation, and the debtor:

(i) Was engaged or was about to engage in a business or a transaction for which the remaining assets of the debtor were unreasonably small in relation to the business or transaction; or

(ii) Intended to incur, or believed or reasonably should have believed that he would incur, debts beyond his ability to pay as they became due.

(b) In determining actual intent under subsection (a)(1) of this section, consideration may be given, among other factors, to whether:

(1) The transfer or obligation was to an insider;

(2) The debtor retained possession or control of the property transferred after the transfer;

(3) The transfer or obligation was disclosed or concealed;

(4) Before the transfer was made or obligation was incurred, the debtor had been sued or threatened with suit;

(5) The transfer was of substantially all the debtor's assets;

(6) The debtor absconded;

- (7) The debtor removed or concealed assets;
- (8) The value of the consideration received by the debtor was reasonably equivalent to the value of the asset transferred or the amount of the obligation incurred;
- (9) The debtor was insolvent or became insolvent shortly after the transfer was made or the obligation was incurred;
- (10) The transfer occurred shortly before or shortly after a substantial debt was incurred; and
- (11) The debtor transferred the essential assets of the business to a lienor who transferred the assets to an insider of the debtor.

In this case, Defendant Lindstedt's transfer of the Lindstedt Property to Defendant Bessman on October 25, 2019 occurred after each of the following events:

1. Reo had prevailed against Lindstedt in Ohio state court and was awarded a judgment in the amount of \$105,400;
2. Lindstedt had been served with three additional lawsuits filed by Bryan Reo and Anthony Reo;
3. Lindstedt was aware that Reo had "discovered" his Stanley County property, and on October 16, 2019 Lindstedt became aware that Reo moved the Court to compel Lindstedt to provide specific details about Lindstedt's assets in post-judgment interrogatories;
4. Lindstedt continued his harassment of Reo, and he should have known that his constant defamatory actions against Reo and his clients would result in recurring civil claims against him.

In addition to the facts above, Defendant Lindstedt has bragged and admitted to this Court that he "gave his inheritance away." In the event the Court has doubts about Mr. Lindstedt's intent to engage in a fraudulent transfer, SDCL 54-8A-4, sets forth several factors for the court to utilize in determining actual intent. Those factors will be address piecemeal below:

1. **The transfer was made to an insider:** Defendant Lindstedt transferred the property to his sister Defendant Bessman, and this fact is undisputed by the parties. Bessman, as sister, fits the definition of insider as set forth in SDCL 54-8A-1.

2. **The debtor retained possession or control of the property transferred after the transfer.** Defendant Lindstedt collected the cash rent payable in 2019 even though he conveyed the land to his sister on October 25, 2019. He also received a promise from his sister that the land would not be given to the “bad nephew.” So, Defendant Lindstedt had some “testamentary” control over the asset and he profited from the land’s use after the transfer.

3. **The transfer or oblivion was disclosed or concealed.** This transaction was done quickly, without title insurance, and the property was not available for public sale. In fact, Defendant Bessman did not alert the renters of the property of the new ownership until March of 2020.

4. **Before the transfer was made or the obligation was incurred, the debtor had been sued or threatened with suit.** This factor is obvious. Lindstedt had been sued and had a judgment of \$105,400.00 against him. He also was served with three new lawsuits in the month before the transfer.

5. **The transfer was of substantially all the debtor’s assets.** This factor is also obvious, and perhaps one of the most important factors. The current appraised value of the property is \$1,292,000.00. SUCF 65. Martin Lindstedt has now sworn under oath that he is indigent and he cannot afford an appellate filing fee. SUCF 51&52.

6. **The debtor absconded.** In Defendant’s Motion of Pauper Status, Affidavit of Brian Reo Exhibit D, Defendant indicates to the Court that he has moved and does not want Plaintiff

Reo to know his whereabouts. Defendant Lindstedt has also asked this court twice now to make an indigent filing to waive an appeal or transcript fee as he indicates he can afford neither.

7. **The debtor removed or concealed assets.** In Defendant Lindstedt's responses to Plaintiff's interrogatories post-judgment, Defendant refused to answer certain questions about his assets, and had to be compelled to answer. This occurred around the exact same time of the transfer. Bryan Reo Affidavit Exhibit G.

8. **The value of the consideration received by the debtor was reasonably equivalent to the value of the asset transferred or the amount of the obligation incurred.** This is probably the most important factor of the group. It is undisputed between the parties that the Lindstedt Property was transferred as a complete gift and that no consideration was exchanged. The defendant Lindstedt transferred nearly 100% of his assets to his sister, an insider, for zero dollars in exchange. Because Defendant Bessman did not exchange reasonably equivalent value, she does not meet the definition of a good faith purchaser as set forth in SDCL 65-8A-8(a).

9. **The debtor was insolvent or became insolvent shortly after the transfer was made or the obligation was incurred.** At the time of transfer, Defendant Lindstedt owned roughly \$1,292,000.00 in land. Bryan Reo had recently obtained a judgment against Lindstedt in the amount of \$105,400.00. The transfer immediately rendered Defendant Lindstedt uncollectible and insolvent.

10. **The transfer occurred shortly before or shortly after the transfer was made or the obligation was incurred.** The transfer in this case was made on October 25, 2019 and the judgment was domesticated into Stanley County on or about August 19, 2019. However most

telling is the fact that the transfer occurred six days after a federal judge ordered Defendant Lindstedt to disclose his assets to plaintiff Bryan Reo.

**11. DOES NOT APPLY AND NOT RELEVANT TO THE FACT PATTERN.**

Nearly every applicable factor as set forth in SDCL 54-8A-4 weighs in favor of the court determining that this transaction was intentionally fraudulent. There are two types of fraudulent transfers set forth in the uniform fraudulent transfer act. As discussed above, a fraudulent transfer can be intentionally fraudulent based upon the court making a finding of intent after analyzing the appropriate factors. A fraudulent transfer based upon SDCL 54-8A-5 can also be presumably fraudulent. SDCL 54-8A-5(a) state as follows:

A transfer made or obligation incurred by a debtor is fraudulent as to a creditor whose claim arose before the transfer was made or the obligation was incurred if the debtor made the transfer or incurred the obligation without receiving a reasonably equivalent value in exchange for the transfer or obligation and the debtor was insolvent at that time or the debtor became insolvent as a result of the transfer or obligation.

The transfer in this case is not just intentionally fraudulent, it is also presumably fraudulent. The transfer in this case was made after a debt was incurred, the transfer of \$1,292,000.00 of land in Stanley County was made for ZERO dollars, and the transfer rendered Defendant Lindstedt insolvent. A finding by the court of these three facts alone, support a finding of summary judgment on behalf of Plaintiff. These facts are all addressed above and set forth in Plaintiff's statement of uncontroverted facts.



Wherefore, it is clear that the transaction in this case is not only intentionally fraudulent, but also presumptively fraudulent pursuant to SDCL 54-8A-5. Upon a finding of fraudulent transfer, SDCL 54-8A-7 provides the remedies available to the Court:

(a) In an action for relief against a transfer or obligation under this chapter, a creditor, subject to the limitations in § 54-8A-8, may obtain:

(1) Avoidance of the transfer or obligation to the extent necessary to satisfy the creditor's claim;

(2) An attachment or other provisional remedy against the asset transferred or other property of the transferee;

(3) Subject to applicable principles of equity and in accordance with applicable rules of civil procedure,

(i) An injunction against further disposition by the debtor or a transferee, or both, of the asset transferred or of other property;

(ii) Appointment of a receiver to take charge of the asset transferred or of other property of the transferee; or

(iii) Any other relief the circumstances may require.

(b) If a creditor has obtained a judgment on a claim against the debtor, the creditor, if the court so orders, may levy execution on the asset transferred or its proceeds.

The court has many options. It is clear that the law favors protecting the Plaintiff.

SDCL 54-8A-8 provides the liability for a fraudulent transfer. Plaintiff requests that the Court apply 54-8A-8(b) and award Plaintiff a judgment against Defendant Bessman in the amount of \$1,292,000.00, which reflects the value of the transferred asset at the time of transfer.

Alternatively, Plaintiff requests that Lindstedt Property be conveyed directly to Reo, and in the alternative, that the Plaintiff be granted a writ of execution against the Lindstedt Property and that he be allowed to bid the Lindstedt judgments as a credit bid at the time of sale.

Again, Plaintiff only briefly touches on all issues here as the merits of the case were argued after a length evidentiary hearing on August 31, 2020. Simply put, Defendant Bessman cannot possibly consider herself a good-faith purchaser, as she was never in fact a purchaser. She does not satisfy the good faith purchaser definition set forth in SDCL 54-8A-8(a) as she did not take “for a reasonably equivalent value.” Plaintiff requests that this court award him judgment against Susan April Bessman in the amount of \$1,292,000.00, which represents the value of the asset transferred. The court is specifically authorized to grant this relief as set forth in SDCL 54-8A-8.

As to the lease proceeds, the details of the lease are set forth in Defendant’s statement of uncontroverted facts and affidavit of Bryan Reo. The Plaintiff requests that the Court also award, based on its equitable powers, that the Plaintiff be awarded additional judgment against Defendant Bessman in the amount of the rental income she received in 2020 and 2021. As the court can clearly tell, Defendant Bessman has profited from this transaction, and has retained four lawyers to argue her untenable position. Plaintiff also requests judgment against Defendant Lindstedt in the amount of the rental proceeds of \$15,330.00 which represents the amount of rental income he received in 2019 after Reo’s judgment was entered in Stanley County.

Lastly, the Defendant requests that the Court terminate or otherwise command Defendants to terminate the alleged oral lease between Defendant and tenants in writing before September 1, 2021. Any remaining 2021 lease income should be paid directly to Reo to satisfy his outstanding judgments, or alternative held by the court until this matter is resolved.

In the alternative, Plaintiff requests that the Court grant the relief requested in Plaintiff's motion for summary judgment, as set forth in order of priority, including a finding of contempt against Defendant Bessman for violating the terms of the preliminary injunction.

Dated this 26th day of July, 2021.

Konrad Law Prof. LLC

/s/ Robert Thomas Konrad

Robert Konrad  
1110 East Sioux Avenue  
Pierre, SD 57501  
605-494-3004  
rob@xtremejustice.com

### **Certificate of Service**

The undersigned hereby certifies that on the 26th day of July, 2021 he served a true and correct copy of the Plaintiff's Brief in Support of Motion for Summary Judgment upon the following persons in the following manner:

BY EMAIL TO:

Sarah Baron-Houy  
Attorney for Defendant Bessman  
sbaronhouy@bangsmccullen.com  
By way of Odyssey File and Serve

AND BY USPS MAIL POSTAGE PREPAID TO THE FOLLOWING:

Martin Lindstedt  
338 Rabbit Track Road  
Granby, MO 64844

Dated this 26th day of July, 2021.

/s/ Robert Thomas Konrad

Robert Konrad

IN CIRCUIT COURT  
SIXTH JUDICIAL CIRCUIT

WHEREFORE, regarding the fraudulent land transfer itself, Plaintiff respectfully requests that this Court enter an Order granting his motion for summary judgment in its entirety, wherein granting the following remedies in order of preference as stated below:

1. (First Preference) That the Court grant Plaintiff Reo a judgment against Defendant Bessman in the amount of one million two hundred ninety two thousand dollars (\$1,292,000.00), based upon the Courts equitable powers as set forth in SDCL 54-8A-8(b).

2. **(Second Preference)** That the Court order Defendant Bessman to transfer the property known as the “Lindstedt Property” to Plaintiff directly as the sum of Plaintiff’s duly filed and docketed (in Stanley County) foreign judgments against Defendant Martin Lindstedt vastly exceed the appraised value and assessed value of the Lindstedt Property, pursuant to SDCL 54-8A-7(3)(iii);
3. **(Third Preference).** Pursuant to SDCL 54-8A-7(b), that the Court grant Plaintiff a Writ of Execution against Susan April Bessman as Trustee of the Susan April Bessman Revocable Living Trust, thereby ordering the Stanley County Sheriff to execute and levy on the Lindstedt Property in favor of Plaintiff (judgment creditor), and accordingly allow Plaintiff, in his discretion, to bid the amount of his judgments (plus interest at the legal rate of 10% calculated to the day of sale) as a credit bid at the time and place of the execution sale as scheduled by the Stanley County Sheriff; and
4. **(Fourth Preference).** Pursuant to SDCL 54-8A-7, for an Order granting the avoidance of the land transfer from Defendant Lindstedt to Defendant Bessman, a further order of the Court granting attachment of Plaintiff’s judgments against the Defendant Lindstedt, and a further injunction against further disposition by the debtor of the asset transferred until further order of this Court. Plaintiff discourages the court from granting this relief based upon Defendant Lindstedt’s prior actions of fraud, deceit, and delay.

FURTHERMORE, with regard to rental proceeds as to Defendant Bessman, Plaintiff additionally prays for a judgment or order against Defendant Susan April Bessman, jointly and severally in her personal and trustee capacity, for rental proceeds that she received from third party renters while wrongfully continuing to hold fraudulently transferred property from Defendant Martin Lindstedt. Defendant Bessman has received \$56,070 in rental income from the Tim and Diane Olson Partnership and the Roseth Brothers General Partnership. The \$56,070 represents the total 2020 land rent paid in 2020 (\$37380.00), and one half of the 2021 land rent paid in 2021 (\$18690.00). Plaintiff further requests pursuant to SDCL 54-8A-7(3)(iii), that the remainder of the 2021 rent to be paid in October, 2021, to the extent the oral leases are not canceled, be deposited with this Court and held to satisfy Plaintiff’s judgments pursuant to SDCL 15-18-19. In the alternative, Plaintiff requests pursuant to SDCL 54-8A-7(3)(iii) that the court

appoint a credible receiver to hold the balance of the 2021 rental income should it be paid, and held for the benefit of satisfying the judgments held by Plaintiff.

With regard to rental proceeds as to Defendant Lindstedt, Plaintiff additionally prays for a judgment or order against Defendant Lindstedt, for rental proceeds that he received from third party renters that he wrongfully disbursed after the time of Reo's Ohio judgment in the amount of \$105,400.00 and duly filed as a foreign judgment with the Stanley County Clerk of Courts on or about August 19, 2019. Defendant Lindstedt has received approximately \$18,690 in rental income from the Tim and Diane Olson Partnership and the Roseth Brothers General Partnership. The \$18,690.00 represents one half of the 2019 land rent paid in 2019, said amount being paid after Plaintiff's \$105,400 judgment was docketed in Stanley County, but before the time of the fraudulent transfer to Bessman. Plaintiff requests that this order be reduced to judgment against Defendant and that he be allowed to bid the same as a credit bid at the time of execution and sheriff sale.

With regard to the leases with the Tim and Diane Olson Partnership and the Roseth Brothers General Partnership, to the extent these leases have not been already terminated, Defendant Bessman has continued to lease the land in violation of the Preliminary Injunction. Plaintiff requests that the court order that the leases be terminated as a fraudulent transfer pursuant to SDCL 54-8A-1(12) (defining a lease as a fraudulent transfer) and SDCL 54-8A-7 (equitable power of the court), or in the alternative, order that the Defendants terminate the leases pursuant to SDCL 43-32-22.1, or in the alternative that the Court take custody of the rental money to be received by Defendants in October of 2021 and hold those proceeds for the benefit of Plaintiff pursuant to SDCL 15-18-19. Plaintiff also asks for a determination of this Court that

Defendant Bessman has violated the terms of the preliminary injunction and therefore should be held in contempt of court.

Lastly, Plaintiff preserves his right to seek attorney fees, costs, disbursements, and expenses from Defendants, jointly and severally, in the approximate amount of \$44,000.00, as of the date of filing this motion.

Dated this 26th day of July, 2021.

Konrad Law Prof. LLC

/s/ Robert Thomas Konrad

Robert Konrad  
1110 East Sioux Avenue  
Pierre, SD 57501  
605-494-3004  
[rob@xtremejustice.com](mailto:rob@xtremejustice.com)

**Certificate of Service**

The undersigned hereby certifies that on the 26th day of July, 2021 he served a true and correct copy of the Motion for Summary Judgment upon the following persons in the following manner:

BY EMAIL TO:

Sarah Baron-Houy  
Attorney for Defendant Bessman  
[sbaronhouy@bangsmccullen.com](mailto:sbaronhouy@bangsmccullen.com)  
By way of Odyssey File and Serve

AND BY USPS MAIL POSTAGE PREPAID TO THE FOLLOWING:

Martin Lindstedt  
338 Rabbit Track Road  
Granby, MO 64844

Dated this 26th day of July, 2021.

/s/ Robert Thomas Konrad

Robert Konrad

IN CIRCUIT COURT  
SIXTH JUDICIAL CIRCUIT

[illegible]

FURTHER YOUR AFFIANT SAYETH NAUGHT.



Dated this 26<sup>th</sup> day of July, 2021.



Robert Konrad  
1110 East Sioux Avenue  
Pierre, SD 57501  
605-494-3004  
[rob@xtremejustice.com](mailto:rob@xtremejustice.com)  
Attorney for Plaintiff, Bryan Reo

#### NOTARY

IN WITNESS WHEREOF, I hereunto set my hand and affixed my official seal.  
Subscribed and sworn to before me this 26<sup>th</sup> day of July, 2021.

Amanda K. Steckler

Notary Public - State of South Dakota

My commission expires: 3/12/2026



### Certificate of Service

The undersigned hereby certifies that on the 26th day of July, 2021 he served a true and correct copy of the Affidavit of Counsel upon the following persons in the following manner:

BY EMAIL TO:

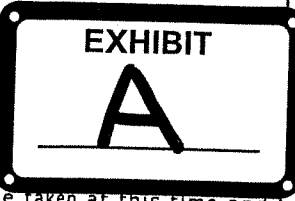
Sarah Baron Houy  
sbaronhouy@bangsmccullen.com  
By way of Odyssey File and Serve

AND BY USPS MAIL POSTAGE PREPAID TO THE FOLLOWING:

Martin Lindstedt  
338 Rabbit Track Road  
Granby, MO 64844

Dated this 26<sup>th</sup> day of July, 2021

  
\_\_\_\_\_  
Robert Konrad



1 STATE OF SOUTH DAKOTA) IN CIRCUIT COURT  
2 COUNTY OF STANLEY ) SIXTH JUDICIAL CIRCUIT  
3 -----  
4 BRYAN REO, 58CIV20-07  
5 Plaintiff,  
6 vs.  
7 MARTIN LINDSTEDT and  
8 SUSAN APRIL BESSMAN, as Trustee  
9 of the Susan April Bessman  
10 Revocable Living Trust,  
11 Defendants.  
12 -----  
13 Deposition of Susan Bessman  
14 July 1, 2021  
15 12:56 p.m.  
16 -----  
17 A P P E A R A N C E S  
18 ROBERT T. KONRAD,  
19 KONRAD LAW, PROF. LLC,  
20 Attorney at Law, 1110 East Sioux Avenue,  
21 Pierre, South Dakota 57501,  
22 appearing on behalf of the Plaintiff;  
23 MARK MARSHALL,  
24 BANGS MCCULLEN LAW FIRM,  
25 Attorneys at Law, 333 West Boulevard, Suite 400,  
Rapid City, South Dakota 57701,  
appearing on behalf of the Defendant  
Susan April Bessman.  
ALSO PRESENT: Bryan Reo (via Zoom)  
Reported by Cheri McComsey Wittler, RPR, CRR  
Precision Reporting, 213 South Main, Onida, South Dakota 57564  
cwittler@venturecomm.net

STIPULATION  
It is stipulated and agreed  
above-named parties, through their  
whose appearances have been here  
deposition of Susan Bessman may be taken at this time and  
place, that is, at the Stanley County Courthouse Jury  
Room, Fort Pierre, South Dakota, on July 1, 2021,  
commencing at the hour of 12:56 a.m.; said deposition  
taken before Cheri McComsey Wittler, a Registered  
Professional Reporter, Certified Realtime Reporter, and  
Notary Public within and for the State of South Dakota.  
The reading and signing of the transcript by  
the witness is reserved, and the original is filed with  
the Plaintiff's Attorney, Robert T. Konrad.  
Susan Bessman,  
called as a witness, being first duly sworn in the above  
cause, testified under oath as follows:

INDEX	
EXAMINATION	PAGE
By Mr. Konrad	4
EXHIBIT NOS.	PAGE
1 - Susan April Bessman Revocable Living Trust	11
2 - Fifth Amendment	14
3 - Personal Representative's Deed	19
4 - Warranty Deed	29
5 - 1099	33
6 - State Brand Board document	37
7 - Answers to Interrogatories	37
8 - Copy of BankWest checks	40
9 - Copy of BankWest check	43
10 - Copy of BankWest check	44
11 - Schedule E	64
12 - Depreciation Detail Listing	68
13 - Last Will and Testament	78
14 - Will & Assignment of Guardianship	86
15 - State of Missouri Secretary of State docs	88

EXAMINATION  
BY MR. KONRAD:  
Q. All right. Good afternoon, Mrs. Bessman or Norman?  
What would you like me to call you? Or Susan? Is that  
fine?  
A. Susan's perfect.  
Q. I'll try to remember that. My name is Rob Konrad.  
I'm an attorney here in Pierre. I'm sure you're aware of  
who I am.  
(Discussion off the record.)  
Q. I'm sure you're aware of who I am. My job here  
today is to ask you questions under oath. There's a few  
ground rules I'd like to go over with you. Okay?  
A. Uh-huh.  
Q. First of all, what you just did, uh-huh, doesn't  
work in depositions.  
A. Right.  
Q. So try to answer yes or no.  
A. Correct.  
Q. The second major rule that makes her job easier is  
I'll ask a question, you answer it, and then I will  
answer the question back. When we naturally speak to  
each other, we have the tendency to interrupt each other,  
anticipating what the question might be or things of that  
nature. But she can only type one person at a time. So

ay.  
but you know what --  
I will understand it as being the Lindstedt  
property.

Q. And that's the 1,700-acre tract of land in Stanley  
County by Hayes?

A. Yes.

Q. All right. So this trust was in existence at the  
time you acquired the land; correct?

A. Yes. The trust was set up in 2012. And my lawyer  
put all my properties in that trust.

Q. Okay. I noticed when you gave us the trust, you did  
not include the schedule of the properties that are in  
the trust. Is there a reason why you did not do that?

A. It's the way my lawyer set it up. And then what he  
did is he had me write out a check to Newton County and  
Taney County for the deed to be listed correctly --

Q. Okay.

A. -- and instructed me, any time that I purchase  
property, to have it deeded into the trust.

Q. Okay. And I'm going to refer you to the last page  
of that document. It says that the property in the trust  
is all the property that's been deeded to it. My  
question to you is you haven't provided me with copies of  
the deeds of the property that went into the trust;

14

correct?

A. I wasn't aware you was asking for those deeds.

Q. Okay. Do you have a way to get those?

A. Yes. But at the time I've sold a few properties and  
things have changed since the beginning of that.

Q. Okay. And you've actually amended the trust five  
times; correct?

A. I don't think it's been five times. I know I've  
amended it from a -- because I had no one to be my power  
of attorney due to my marriage and then divorce. And I  
may have amended it five times. I don't know.

(Exhibit 2 is marked for identification.)

Q. I'm showing you what's been marked as Exhibit 2.  
Could you please tell me what that document is.

A. Fifth amendment.

Q. Okay. And that's an amendment to your trust?

A. Yes. I wanted to make sure my grandchildren was to  
receive some money upon my death.

Q. Okay. Who are your grandchildren?

A. Danielle Davidson, Penelope Bessman, Caroline  
Bessman, Hadley Bessman. I've acquired a new one this  
year, Caroline Bessman -- I mean, I'm sorry. Allison  
Bessman, which I may amend the trust again to add her.  
And then I amended it for my son Terry Bessman.

Q. Okay.

1 A. And I think this is the one that I had Randall as  
2 a -- yes. Trustees named -- I changed these up to my son  
3 Justin, my good friend Katherine Evans, and then Randall  
4 Scott Norman.

5 Q. So what children go with what child? What  
6 grandchildren go with what child?

7 A. Terry, Jr. has one child, Hadley.

8 Q. Okay.

9 A. Justin has the other four.

10 Q. And based on your reading of the caption, given that  
11 it says Fifth Amendment, you believe that you very likely  
12 have modified your trust five times total?

13 A. It appears so, yeah. I don't remember. Every time  
14 there was a major change in my life, I would amend my  
15 trust.

16 Q. Fair enough.

17 A. Through marriage and divorce and...

18 Q. Let's talk about Martin Lindstedt. Is he older or  
19 younger than you?

20 A. He's the oldest of us children.

21 Q. And that's your brother; correct?

22 A. Yes.

23 Q. And where does he live?

24 A. Granby, Missouri.

25 Q. Are you aware of your brother's, I'll call it

16

1 political beliefs maybe -- I guess his ideology?

2 A. I'm learning more through this lawsuit.

3 Q. Okay. Are you aware that he's self-professed to be  
4 in the KKK?

5 A. No.

6 Q. Are you aware that he's said that he's organized KKK  
7 groups?

8 A. No.

9 Q. Are you aware that he has a church?

10 A. I learned that this spring.

11 Q. Okay. And are you aware that he has pretty much a  
12 distaste for anybody that isn't white?

13 A. I can remember, probably 25 years ago, him making  
14 some comment like that, and I said, I'm not going to  
15 discuss anything like that with you.

16 Q. Okay. And, I mean, what does he do for a job?

17 A. I don't know.

18 Q. Okay. How often do you talk to him?

19 A. Whenever -- I just call it -- Roxie is his wife.

20 She's been like a sister-in-law to me since my youngest  
21 son was born 34 -- so 34 years ago I -- she's been in my  
22 life, introduced.

23 And in August of 2019 I discovered she was in the  
24 hospital. I hadn't talked to -- dealt with them.

25 Anyway, she was in the hospital dying on dialysis, and I

to see her. And so I started talking with my brother because he was there.

Okay. And those two were married or not?

A. They never married.

Q. Okay.

A. They lived together for 30 years.

Q. So in the last 10 years, you're saying you haven't talked to your brother up until that August 2019 when she was in the hospital.

A. I have but it's just been briefly. Like when my husband passed away.

Q. Okay.

A. But not really until -- and then my mother passed away. And then we went a few years not talking. And then whenever Roxie got ill, then I started to talk to him because he was there. It was for Roxie.

Q. All right. When did Roxie pass away?

A. I can't remember the exact date. It was the first of August 2020.

Q. And at what point did you and Roxie -- what would you two talk about when she was in the hospital?

A. Her daughter who lived in Joplin, has she come to see her? She pretty well hadn't come to see her. Her favorite dog, Buddy, who was old and dying and just was there for her because she felt like she was dumped off in

18

the hospital and couldn't -- she didn't have a good quality of life.

Q. When did the subject of the land come up?

A. It was probably a month after -- she was in the hospital for 10 days. And so then I went to their home in Granby just to check on her, I think bring her things, like a new outfit to wear or whatever. And then I can't remember the exact date that Martin called me and said, hey, I want you to have the ranch. Roxie's not doing well, I'm not doing well, and I want to give the ranch back to you from when you was executor of the estate. I'm like, okay.

Q. So you were executor of your mom's estate; right?

A. No.

Q. Is that your grandmother?

A. Well, actually they did. It was my Grandma Jennie's estate. What happened was in the early '90s, South Dakota called and said, your Grandmother Jennie Samuelson is not doing well, and you guys need to take guardianship of her or we will. So we come up and we asked her if she would move to Missouri and she would not. So my two brothers, Martin and Mike -- because my brother Monte was not alive at that time. So it must have been -- I'm losing track of years. I'm sorry. It's so long ago.

1 Anyway, so we stepped in, and I was co-guardian of  
2 my grandmother for eight years while she was in the  
3 nursing home, along with Bob Samuelson.

4 Q. All right. And then she passed away in about 1997?

5 A. She passed away in '97. So my two brothers said,  
6 hey, Susan, we want you to be the executor because you've  
7 always handled the affairs for us. I'm like, okay. So  
8 again, with Bob Samuelson, we was co-executor for the  
9 probate.

10 Q. And then did you hire Ron Olinger to assist you with  
11 the probate?

12 A. Yes. Because they did not -- Martin and Mike did  
13 not like Charlie Thompson, who was the lawyer during the  
14 guardianship. So I said, okay, I'll find another  
15 attorney, whatever. So I found Ron Olinger's office.

16 Q. All right.

17 (Exhibit 3 is marked for identification.)

18 Q. I'm showing you what's been marked as Exhibit 3.  
19 Could you tell me what that document is?

20 A. Personal representatives deed, May 18, 1998.

21 Q. Do you recognize that document?

22 A. I recognize my signature and recognize what -- I  
23 think what it was is what I had to do as a -- I really  
24 don't know what -- it's been 20 -- what? 23 years ago.  
25 So I think it was something that I had to sign as the

20

1 executor of the estate. Is that correct?

2 Q. Well, how it works is I ask you the questions.

3 A. Okay.

4 Q. I don't mean to be disrespectful.

5 A. Okay.

6 Q. But you certainly recognize your signature on there?

7 A. Yes.

8 Q. And it appears to be notarized?

9 A. Yes.

10 Q. And that's a document that you signed?

11 A. Correct.

12 Q. And if I would tell you that that is a deed  
13 conveying the property from the Samuelson estate to your  
14 brother Martin Lindstedt, would you have any reason to  
15 disagree with that?

16 A. No.

17 Q. Okay. And is that, in fact, what it appears to be?

18 MR. MARSHALL: I think the document speaks for  
19 itself.

20 A. Right. Correct. The ranch was divided up five  
21 ways. And, yes, Martin received one-fifth of the value  
22 of the ranch.

23 Q. Okay. All right. And was there a disagreement  
24 among the parties at the time the ranch was divided?

25 A. Yes.

it a second. I'm writing it down because you want  
Martin's --  
Do what now?  
I'll repeat the question.  
At some point you got a copy of a signed deed from  
Martin; right?  
A. **A signed deed from Martin. Yes.**  
Q. And I am assuming that your lawyer went ahead and  
filed that?  
A. **Yes.**

MR. MARSHALL: Just so the record's clear, I  
don't want there to be confusion as to who the lawyer is  
when you're referring to "your lawyer" generically.  
MR. KONRAD: I should have done a better job.  
Q. When I'm talking about preparation of the deed, I'm  
referring to Ms. Mortenson.  
A. **Yes.**  
(Exhibit 4 is marked for identification.)  
Q. Okay. You were saying something about contacting --  
A. **Now that I think about it, I don't even think I**  
**e-mailed Martin. I think I contacted her -- I was**  
**e-mailing with her back and forth, and I think the copy,**  
**I got it printed, gave it to Martin for his signature. I**  
**don't think there was an e-mail, but I will do a search**  
**to see if I had e-mailed Martin anything.**

30

Q. All right. Thank you.  
I am showing you now what's been marked as  
Exhibit 4. Could you tell me what that document is?  
A. **It is a warranty deed.**  
Q. Is that the deed that Martin signed that transferred  
approximately 1,700 acres of Stanley County ranchland to  
you?  
A. **Yes.**  
Q. And that transfers to you as trustee of your  
revokable trust; correct?  
A. **I informed Mortenson that it needs to be deeded in**  
**my trust. And I think I gave her a copy of my trust to**  
**do so, which is what I normally do with any of my**  
**property transfers.**  
Q. How much did you pay to acquire the land?  
A. **The ranch?**  
Q. **Yes.**  
A. **I didn't pay anything.**  
Q. All right. So at the --  
A. **It was a gift.**  
Q. At the top it says, "For One Dollar and other  
valuable consideration."  
A. **Okay.**  
Q. Do you see where it says that?  
A. **Yes.**

Q. Was One Dollar actually transferred?  
A. **No.**  
Q. And would it be your statement here today that, in  
fact, nothing at all was transferred and it was an  
absolute gift to you?  
A. **Correct.**  
Q. Since the time of that conveyance, have you talked  
to Martin?  
A. **Yes.**  
Q. What have you two talked about?  
A. **Well, I was there for Roxie while she was dying. I**  
**mean, she was in hospitals during even this time. I**  
**can't remember exact dates that she was in the hospital.**  
**She was in and out of the hospital. Hospice was called,**  
**I think, April or May of last year. And whenever I would**  
**go over there, I would make her potato soup and just**  
**spend time with her.**  
Q. Have you and Martin discussed what to do with the  
land?  
A. **No. I -- I had to say -- I had to ask him, okay,**  
**about our renters. Do you have a written lease? And**  
**he's like, no. So I called up the renters. I got their**  
**phone number, and I called up the renters and said, I now**  
**own the property.**  
Q. Okay. And that was in about March of 2020?

32

A. **That makes sense. Because I knew -- because I've**  
**dealt with these renters, being the guardian and the**  
**executor. These renters have rented from my family since**  
**the beginning of the whole ranch in the '30s and '40s.**  
**And I said, okay, I am now the property owner. I know**  
**that rent is due the end of April. And here is my Social**  
**Security number, and it's me that you will be paying.**  
**And we'll keep the leases as is.**  
Q. You mentioned in your answers that there are two  
landlords on the property.  
A. **There is the Roseth brothers and Tim and Diane**  
**Olson.**  
MR. MARSHALL: Just so the record's straight, I  
think there are two tenants, not two landlords.  
THE WITNESS: Oh.  
MR. KONRAD: Sorry. Maybe I misspoke. Thank  
you. I'll just restate the question.  
Q. Are there two tenants on the property?  
A. **Yes, I guess. Roseth brothers would be counted as**  
**one even though there's probably more than one.**  
Q. Okay.  
A. **And then Tim and Di Olson would be counted as one**  
**even though they're married, partnership or something. I**  
**forget what the --**  
Q. You disclosed in your -- the paperwork that you

ed --  
yes.

(Exhibit 5 is marked for identification.)

Q. I'm showing you what's been marked as Exhibit 5. Do you recognize that document?

A. Yes.

Q. Is that a copy of the 1099 that you received from Roseth brothers for the rent that they paid you in tax year 2020?

A. Yes.

Q. Okay. That's a little over \$30,000.

A. Yes.

Q. Were the deposits for all of that rent made into your BankWest rental account?

A. Yes.

Q. When did you start the BankWest rental account?

A. I think I started it when I received the inheritance in 1998.

Q. Okay. And that would have been for depositing the rent that you received for property that you owned; correct?

A. Correct.

Q. All right. So you've maintained that account for a significant amount of time?

A. Yes.

Q. All right. And when you work with the Roseth brothers, who is your primary contact person?

A. Julian, I think.

Q. All right. And for the most part, do they pay their rent on time?

A. Yes.

Q. Do you have any issues with them destroying the land or breaching leases or any problems with them?

A. Never have since the early '90s, since I was guardian and took care of the estate.

Q. Do they just run cattle on the land or are there crops or what do they use the land for?

A. I think they just run cattle.

Q. To your knowledge, is there any crop ground on that land?

A. Yes.

Q. How many acres of crop ground?

A. I don't know. I asked Diane that question a few months ago.

Q. Who is Diane?

A. Tim and Diane Olson, which is also on that page, their 1099.

Q. And that's the 6,700 that's for -- they just rent a small portion of it?

A. I really don't know. They rented my portion, and

1 that's -- then whenever I sold my portion -- in 2011 I  
2 sold it to them. I do not know what the 6,720, what  
3 exactly that is for. It's a verbal lease that we have  
4 continued to maintain.

Q. All right. Have you talked to the Olsons since you've acquired the property?

A. Yes. I talked to them last year because Martin said that they pay their rent in the summer. So I contacted them whenever I contacted Julian Roseth and said, I now own the property and here's my Social Security number and send me a 1099 and the lease will be the same as it was with Martin.

Q. All right.

A. Which I -- Martin was not even fully aware what the lease was, because from what he told me, the brother Mike was the one who took care of the leases.

Q. So it sounds to me like Mike is the one that set up the oral lease?

A. I don't know. Like I said, the two of them, after '98 they went their own way. But I think Martin and Mike did work together on their shares of the property, working with Roseth brothers.

Q. Martin and Mike don't get along at all, do they?

A. They've gotten along better as siblings than I get along with them.

Q. All right. Well, I mean, are you aware that --

A. And I have not talked to Mike since '98.

Q. Is that still part of the disagreement over splitting up the estate?

A. Yes.

Q. Are you aware that Martin writes some pretty vile stuff about Mike in this case?

A. No. The only thing I was shocked by was whenever Martin made the will and gave me the will and the things he said in his will about Mike.

Q. He calls him "pig hook, the mother killer"?

A. He's always called Mike "pig hook." And as far as that goes, he called me "Su pig" growing up. He always had nicknames for people.

Q. You've provided bank records for BankWest and for Arvens [sic] Bank.

A. Arvest.

Q. Arvest. Excuse me.

Are there any other accounts that you maintain?

A. No.

Q. Would it be safe to say that the BankWest account is used for your farm-type income and your Arvest account is more of your day-to-day account?

A. Yes.

(Exhibit 5 is marked for identification.)

372

**PERSONAL REPRESENTATIVE'S DEED**



Susan Bessman was appointed personal representative by the Judge of the circuit court of Hughes County, South Dakota, on May 18, 1998, and Letters of Personal Representative were issued on May 18, 1998, which Letters are unrevoked and remain in full force and effect; a copy of the Letters certified to the date of this deed or later is attached.

Susan Bessman, as the duly appointed, qualified, and acting personal representative of the estate of Jennie Louise Samuelson, a/k/a Jennie L. Samuelson, a/k/a Jennie Samuelson, grantor, for valuable consideration, sells, conveys, transfers, assigns, and releases to Martin Lindstedt, a single person, grantee, 338 Rabbit Track Rd., Ganby, MO 64844, P.O., all interest of the decedent and the estate of decedent in the following described real estate in Stanley County, South Dakota:

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

Section 34: That portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$  lying South and West of the Highway Right-of-Way;  
SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ ;

Section 35: That portion of the NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , SE $\frac{1}{4}$  lying South and West of 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, S $\frac{1}{2}$ N $\frac{1}{2}$ , S $\frac{1}{2}$  (a/d/a All);

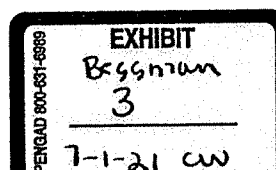
Section 11: NW $\frac{1}{4}$ , NE $\frac{1}{4}$ , SE $\frac{1}{4}$ ;

Section 14: NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ .

Grantor reserves the following hereunder:

The above conveyance is made subject to a private right of way granted pursuant to SDCL 21-45-18 which is hereby reserved, and as set forth in prior orders of the Court in this estate, hereinafter described, such private way being across the real estate conveyed hereunder granting access to and ingress and egress to the real estate that Martina Lindstedt received a life estate in with the remainder passing to Michael Lindstedt, Kayla Lindstedt and Alex Lindstedt, and to the real estate received by Kayla Lindstedt and Alexander Lindstedt, all of such real estate being described in Exhibit A attached hereto and by this reference incorporated herein. This private right of way shall run with the land and burden the servient tenement described above and benefit the dominant tenement described in Exhibit A.

This conveyance shall be subject to easements, reservations, mineral reservations,





313

mineral conveyances, current fence locations, as well as other exceptions of record and statutory easements for road right-of-ways and easements and right-of-ways established by use.

This deed is issued as part of a partition in the Estate of Jennie Louise Samuelson, a/k/a, Jennie L. Samuelson, a/k/a Jennie Samuelson, and the Order partitioning the property is on file in the court proceedings of the Estate of Jennie Louise Samuelson, a/k/a Jennie L. Samuelson, a/k/a Jennie Samuelson, Hughes County, South Dakota, and a copy of said Order, as amended by an Order Nunc Pro Tunc, both of which have been filed with the Court in the probate matter.

Exempt From  
Transfer Fee

Exempt from transfer fee pursuant to SDCL 43-4-22(10) and SDCL 43-2-44(7).

Dated 12-11-99.

Susan Bessman  
Susan Bessman

State of Missouri )

:ss

County of Newton )

On Dec 11, 1999, before me personally appeared Susan Bessman, known to me or satisfactorily proven to be the person described in the Personal Representative's Deed, and acknowledged that she executed the foregoing Personal Representative's Deed as personal representative of the estate of Jennie Louise Samuelson, a/k/a, Jennie Samuelson, a/k/a Jennie L. Samuelson and for the purposes therein contained.

Dated 12-11-99.

Leyla Whitson  
Notary Public, State of Missouri

My commission expires: 10-6-2001  
(SEAL)

Prepared by:  
Ronald D. Olinger  
Olinger Law Firm  
P.O. Box 66  
Pierre, SD 57501  
1-605-224-8851

Leyla Whitson  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Newton County  
My Commission Expires 10/6/2001

Exhibit A

374

Township 6 North, Range 27, East of the Black Hills Meridian  
Stanley County, South Dakota:

Section 7: SE $\frac{1}{4}$ ;  
Section 17: SW $\frac{1}{4}$ ;  
Section 18: NE $\frac{1}{4}$ , SE $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$  of Lot 3, S $\frac{1}{2}$  of Lot 3 and Lot 4;  
Section 19: Lots 1, 2, 3, and 4, E $\frac{1}{2}$ W $\frac{1}{2}$ , E $\frac{1}{2}$ ; and  
Section 20: W $\frac{1}{2}$ .

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

Section 13: E $\frac{1}{2}$ , SW $\frac{1}{4}$ ;  
Section 14: S $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
Section 23: E $\frac{1}{2}$ ;  
Section 24: All.

STATE OF SOUTH DAKOTA )  
COUNTY OF HUGHES )

IN CIRCUIT COURT  
SIXTH JUDICIAL CIRCUIT

ESTATE OF JENNIE SAMUELSON, also  
known as JENNIE L. SAMUELSON,

PRO # 98-22

Deceased.

Letters of Personal Representative

On May 18, 1998, Susan Bessman was appointed by this court and qualified as personal representative of the estate of Jennie Samuelson, also known as Jennie L. Samuelson.

These Letters are issued as evidence of the appointment, qualification, and authority of Susan Bessman to do and perform all acts authorized by law.

Issued May 18, 1998.

By The Court:

Steven L. Zinter  
Circuit Court Judge  
Sixth Judicial Circuit

ATTEST:

Mary L. Erickson  
Clerk of Courts  
(SEAL)

#33699

STATE OF SOUTH DAKOTA, COUNTY OF STANLEY

Filed for record the 5th day of Jan. 2000 at 1:10  
P. M. in Book 262 of Deeds on pages 372-375  
Register of Deeds Fee \$16.00

STATE OF SOUTH DAKOTA  
CIRCUIT COURT, HUGHES CO.

FILED

MAY 18 1998

Mary L. Erickson CLERK

By Deputy

State of South Dakota }  
County of Hughes } ss

I hereby certify that the foregoing  
instrument is a true and correct  
copy of the original on file in my  
office.

Dated this 4th day of Jan. 2000  
MARY L. ERICKSON, Clerk of Courts  
By Sharon M. Erickson  
Clerk of Courts Deputy

Prepared by:  
Kimberley A. Mortenson  
Attorney at Law  
PO Box 190  
Fort Pierre, South Dakota 57532  
(605) 223-9040

#19-887  
STATE OF SOUTH DAKOTA  
COUNTY OF STANLEY  
Filed for record this 25<sup>th</sup> day of  
Oct A.D. 2019 at 4:25 o'clock  
P.M. and recorded in Book 347  
of Deeds on Page 463-464  
Kimberley Mortenson  
Register of Deeds  
Deputy  
Fee \$30<sup>00</sup>

### WARRANTY DEED

Martin Lindstedt, a single person, GRANTOR, for and in consideration of One Dollar (\$1.00) and other valuable consideration, GRANTS, CONVEYS and WARRANTS to Susan April Bessman, Trustee of the Susan April Bessman Revocable Living Trust, GRANTEE, of 26097 Poppy Drive, Stella, Missouri 64867, the following described real estate in the County of Stanley in the State of South Dakota:

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 South and West of the Highway Right-of-Way;  
SE1/4NE1/4, NE1/4SE1/4;  
Section 35: That portion of the NW1/4, SW1/4, SE1/4 lying South and West of 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

subject to a private right of way granted in the Personal Representative's Deed recorded in Book 262 of Deeds, Pages 272-275, all other easements, prior conveyance or reservations of mineral interests, covenants, reservations, restrictions, rights of way established by public record or by law and reservations or exceptions in patents or acts authorizing the issuance thereof.

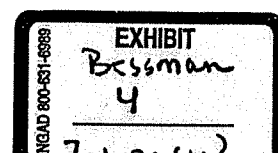
Dated this 25 day of October, 2019.

Martin Lindstedt  
Martin Lindstedt

EXEMPT FROM  
TRANSFER FEE

State of Missouri )  
 ) SS.

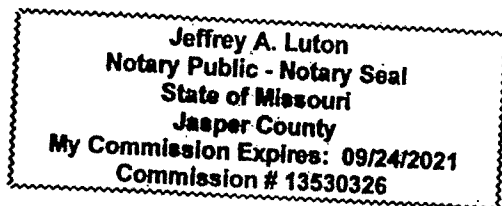
EXEMPT FROM TRANSFER FEE  
SDCL 43-4-22(16)




County of NEWTON )

On this 25<sup>th</sup> day of OCTOBER, 2019, before me, the undersigned, a Notary Public, personally appeared Martin Lindstedt, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

(SEAL)



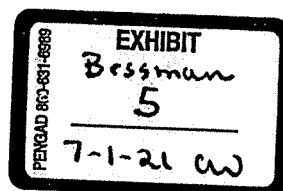
  
Notary Public  
My Commission Expires: 9/24/21

☐ CORRECTED (if checked)

<b>PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no.</b> <b>ROSETH BROTHERS GENERAL PARTNERSHIP</b> 18925 MANILLA RD MIDLAND, SD 57652 605-667-		<b>1 Rents</b> \$ 30860.00 <b>2 Royalties</b> \$ <b>3 Other income</b> \$	OMB No. 1545-0115 <b>2020</b> Form 1099-MISC	<b>Miscellaneous Income</b>  <b>Copy B</b> <b>For Recipient</b>  This is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
<b>PAYER'S TIN</b> [REDACTED]	<b>RECIPIENT'S TIN</b> [REDACTED]	<b>4 Federal income tax withheld</b> \$ <b>5 Fishing boat proceeds</b> \$ <b>6 Medical and health care payments</b> \$	<b>7 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale</b> <input type="checkbox"/> \$ <b>8 Substituted payments in lieu of dividends or interest</b> \$ <b>9 Crop insurance proceeds</b> \$ <b>10 Gross proceeds paid to an attorney</b> \$	
<b>RECIPIENT'S name, street address, city or town, state or province, country, ZIP or foreign postal code</b> <b>SUSAN BESSMAN</b> 28097 POPPY DR STELLA, MO 64867		<b>11</b> [REDACTED] \$ <b>12 Section 408A deferrals</b> \$	<b>13 Excess golden parachute payments</b> \$ <b>14 Nonqualified deferred compensation</b> \$	
<b>Account number (see instructions)</b> [REDACTED]	<b>FATCA filing requirement</b> <input type="checkbox"/>	<b>15 State tax withheld</b> \$ <b>16 State/Payer's state no.</b> [REDACTED]	<b>17 State income</b> \$	

Form 1099-MISC (keep for your records) [www.irs.gov/form1099misc](http://www.irs.gov/form1099misc) Department of the Treasury - Internal Revenue Service

Reduced by  
 ATK  
 7-26-21



<b>PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no.</b> <b>TIM &amp; DIANE OLSON PARTNERSHIP</b> 18651 256TH AVENUE HAYES SD 57537 (605) 667-	
<b>PAYER'S TIN</b> [REDACTED]	
<b>RECIPIENT'S name, street address, city or town, state or province, country, ZIP or foreign postal code</b> <b>SUSAN BESSMAN</b> 5740 STATE HWY 90 WASHBURN MO 65772	
<b>Account number</b> [REDACTED]	<b>1 Rents</b> 6720.00 <b>2 Royalties</b> 0.00 <b>3 Other income</b> 0.00 <b>4 Federal income tax withheld</b> 0.00 <b>5 Fishing boat proceeds</b> 0.00 <b>6 Medical and health care payments</b> 0.00 <b>7 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale</b> <input type="checkbox"/> 0.00 <b>8 Substituted payments in lieu of dividends or interest</b> 0.00 <b>9 Crop insurance proceeds</b> 0.00 <b>10 Gross proceeds paid to an attorney</b> 0.00 <b>11</b> [REDACTED] <b>12 Section 408A deferrals</b> 0.00 <b>13 Excess golden parachute payments</b> 0.00 <b>14 Nonqualified deferred compensation</b> 0.00 <b>15 State tax withheld</b> 0.00 <b>16 State/Payer's state no.</b> [REDACTED]
<b>17 State income</b> 0.00	

1099-MISC Miscellaneous Income 2020  
 Copy 2 - To be filed with Recipient's State tax return  
☐ CORRECTED ☐ FATCA filing requirement ☐ OMB No. 1545-0115

STATE OF SOUTH DAKOTA )  
COUNTY OF STANLEY ) §§

IN CIRCUIT COURT  
SIXTH JUDICIAL CIRCUIT

BRYAN ANTHONY REO,

58CIV20-000007

Plaintiff,

vs.

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

DEFENDANT SUSAN  
APRIL BESSMAN'S ANSWERS  
TO PLAINTIFF'S FIRST SET OF  
INTERROGATORIES, REQUESTS  
FOR ADMISSIONS, AND  
REQUESTS FOR PRODUCTION OF  
DOCUMENTS

Defendants.

Comes now Susan Bessman, upon her oath on her personal information and belief, without waiving the defenses set out in her Answers to Plaintiff's Complaint, and states her answers to Plaintiff's Interrogatories, Requests for Admissions and Request for Production of Documents:

State of Missouri )  
) SS  
County of Newton )

### GENERAL OBJECTIONS

Defendant objects to Plaintiffs' definitions, instructions, interrogatories and document requests as improper and unduly burdensome to the extent they seek the disclosure of information and documents protected by the attorney-client privilege, attorney work-product doctrine or any other applicable privilege or doctrine. Defendant also objects to these Interrogatories and Requests for Production of Documents to the extent that they seek information already in possession of, or equally available to, Plaintiff.

Such responses as may hereafter be given shall not include any information protected by such privileges or doctrines, and the inadvertent disclosure of such information shall not be deemed a waiver of any such privilege or doctrine.

Without waiver of, and subject to these objections, along with any additional objections set forth in the responses to the Interrogatories and Requests for Production of Documents for purposes of clarification, Plaintiff responds 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

including his or her address, phone number, email address, and any other contact information known. In further interrogatories and requests for admissions, this real property as described shall be referred to as the "Stanley County Ranch Property."

**ANSWER #27.** Roseth Brothers General Partnership.

Tim and Diane Olson Partnership (605) [REDACTED] Will be listed on 1099's.

**INTERROGATORY #28.** Please identify and describe that nature of the lease agreement with the current Tennant, and any previous tenants within the past five years, to your knowledge. Specifically, identity the length of the lease, is it a written or oral lease (if written, please produce a copy of any written lease within the last ten years), identify the allowed uses of the land, the rental fee received from the land, and when the lease amounts were paid. For each Tennant, please indicate whether you or Martin Lindstedt communicated with the Tennant regarding the lease.

**ANSWER #28.** I have had the same tenants since 1990 when I was guardian and executor of Grandma Jennie. The use of the land is for pasture and crops. The lease amounts are paid bi-annual in April and October. See 1099. I spoke with the tenants that I was the owner and verbal



lease would remain the same but paid to me. I do not know if Martin communicated with the tenant.

**INTERROGATORY #29.** Please indicate if you agree that you have been in full compliance with the terms of the temporary injunctions and preliminary injunction issued by the Circuit, including the requirement that you not lease, transfer, or otherwise encumber the land.

**ANSWER #29.** The injunction does not require me to cancel any lease that renews by operation of law.

**INTERROGATORY #30.** Please identify and list all communications you have had with Defendant Martin Lindstedt in the Since January 1, 2019. For each communication, indicate the subject matter, the place of the conversation, whether or not other parties were present, and the manner of the communication (oral, email, in-person, telephone.)

**ANSWER #30.** Same phone conversations. Roxy Fausnaught funeral, August 2020. Some telephone discussions about Roxy's health.

**INTERROGATORY #31.** Please list the phone numbers that you have maintained in the previous 5 years personally or in your business.

**ANSWER #31.** (417) 437- [REDACTED] and (417) 825- [REDACTED]

**INTERROGATORY #32.** Please indicate any email addresses that you have used in the past five years. Also indicate the type of internet browser that you typically use.

**ANSWER #32.** Bessman01 [REDACTED] for the past 20 years. I do not know what an internet browser is.

**INTERROGATORY #33.** Please indicate the banking institutions that you have used since January 1, 2019.

**ANSWER NO. 33.** BankWest and Arvest in Missouri.

**ANSWER #65.** None. Only exposure was something that Konrad sent to Marshall.

**INTERROGATORY #66.** Please list all the websites you are aware of that are maintained or regular used by Martin Lindstedt or his Aryan Nation Church, and for each site listed, please indicate how often you view these sites.

**ANSWER #66.** None. Never.

### **REQUESTS FOR PRODUCTION OF DOCUMENTS**

**REQUEST FOR PRODUCTION OF DOCUMENTS #1.** Produce true and accurate copies of any and all documents which you believe evince that you are not liable as described within Plaintiffs' Verified Complaint.

**REPLY TO REQUEST #1.** Objection. Calls for attorney work product and mental impressions.

**REQUEST FOR PRODUCTION OF DOCUMENTS #2.** Produce true and accurate copies of bank account statements from June 2019 to the present, for every account held in your name or for which you are an authorized user.

**REPLY TO REQUEST #2.** Documents will be made available for inspection at the undersigned lawyer's office at a mutually agreeable time and date.

**REQUEST FOR PRODUCTION OF DOCUMENTS #3.** Produce true and accurate copies of credit card account statements from June 2019 to the present, for every account in your name or for which you are an authorized user.

**REPLY TO REQUEST #3.** . Documents will be made available for inspection at the undersigned lawyer's office at a mutually agreeable time and date.

**REPLY TO REQUEST FOR ADMISSION #32. Deny.**

**REQUEST FOR ADMISSION #33. Please admit that you knew of Bryan Anthony Reo prior to October of 2019.**

**REPLY TO REQUEST FOR ADMISSION #33. Deny.**

**REQUEST FOR ADMISSION #34. Please admit that the deed of the conveyance is facially fraudulent.**

**REPLY TO REQUEST FOR ADMISSION #34. Deny.**

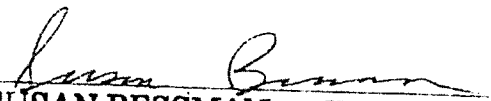
**REQUEST FOR ADMISSION #35. Please admit that you had actual knowledge and notice of the lien that had been recorded in favor of Plaintiff Bryan Anthony Reo prior to the conveyance of the land from Martin Lindstedt to you.**

**REPLY TO REQUEST FOR ADMISSION #34. Deny.**

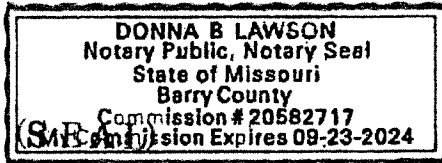
**REQUEST FOR ADMISSION #35. Please admit that you have shared the substance of his settlement offers to you with Martin Lindstedt.**

**REPLY TO REQUEST FOR ADMISSION #35. I have no reasonable information that would allow me to admit or deny this request. The information known or readily obtainable by me is insufficient to enable me to admit or deny this request.**

Dated this 4<sup>th</sup> day of June 2021.

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

Subscribed to and sworn to before me this 4<sup>th</sup> day of June ~~April~~ 2021.



Donna B. Lawson

Notary Public – Missouri

My Commission Expires: 9/23/2024

As to Objections:

BANGS, McCULLEN, BUTLER,  
FOYE & SIMMONS, LLP.

By: Mark F. Marshall

Mark F. Marshall

Attorneys for Defendant

333 West Boulevard, Suite 400

P.O. Box 2670

Rapid City, SD 57709

(605) 343-1040

Attorneys for Susan Bessman



P.O. Box 998, Pierre, SD 57501

00000130 TBW11969031621010217 0004 000000000

SUSAN A BESSMAN  
RENTAL ACCOUNT  
5740 STATE HIGHWAY 90  
WASHBURN MO 65772-6158

Account Statement For:  
SUSAN A BESSMAN  
Statement Period: 02/15/2021 - 03/15/2021  
Page 1 of 3

#### Customer Service Information

- Customer Care: 800-253-0362
- Email Inquiries: [info@bankwest-sd.bank](mailto:info@bankwest-sd.bank)
- Visit us Online: [www.bankwest-sd.bank](http://www.bankwest-sd.bank)
- Written Inquiries:  
PO BOX 998 \* PIERRE, SD 57601
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**Acct # Redacted ATK**

#### Account Summary

02/15/2021	Balance Last Statement	\$10,116.55
	Total Debits This Period	-\$2,500.00
	Total Credits This Period	+\$15,330.00
03/15/2021	Closing Balance	\$22,946.55
	Number of Days In This Statement Period	28

#### Account Activity

Date	Transactions	Debits	Credits
03/01/2021	DEPOSIT		
03/02/2021	AC-MARK MARSHALL -BILL PAYMTBESSMAN SUSAN	\$2,500.00	\$15,330.00

#### Checks Posted

#### Fee and Service Charges

Fee Type	Total For This Period	Total For Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

#### Balance by Date

02/15	\$10,116.55	03/01	\$25,446.55	03/02	\$22,946.55
-------	-------------	-------	-------------	-------	-------------



**Account Statement For:**  
SUSAN A BESSMAN  
Statement Period: 02/15/2021 - 03/15/2021  
Page 2 of 3

**Balance by Date (Continued)**





Account Statement For:  
SUSAN A BESSMAN  
Statement Period: 02/15/2021 - 03/15/2021  
Page 3 of 3

**CHECKING Deposit Ticket**

Virtual Document:

Account: Checking

Name: SUSAN A BESSMAN

Description:

**\$15,330.00**

Cash Drawer: 303 User: KYLE JONES

3/1/2021 2:44 PM Branch: 2 Seq: 107

03/01/2021

\$15,330.00

Act # Redacted  
RTK 7-26-21



EXHIBIT

D

1 STATE OF SOUTH DAKOTA) IN CIRCUIT COURT  
 2 COUNTY OF STANLEY ) SS  
 ) SIXTH JUDICIAL CIRCUIT

3  
 4 BRYAN ANTHONY REO, )  
 ) 58CIV20-07  
 5 Plaintiff, )  
 ) TRANSCRIPT OF  
 6 vs. ) HEARING RE:  
 ) PRELIMINARY INJUNCTION  
 7 MARTIN LINDSTEDT and )  
 8 SUSAN APRIL BESSMAN, as )  
 9 Trustee of the Susan )  
 10 April Bessman Revocable )  
 11 Living Trust, )  
 12 Defendants. )

11  
 12 BEFORE: THE HONORABLE M. BRIDGET MAYER,  
 13 Circuit Court Judge of the Sixth Judicial  
 14 Circuit, in Fort Pierre, South Dakota, on  
 15 the 31st day of August, 2020.

15 APPEARANCES:

16 MR. ROBERT KONRAD MR. KODY KYRISS  
 17 Konrad Law Office Riter, Rogers Law Firm  
 18 1110 E. Sioux Avenue 319 S. Coteau  
 19 Pierre, SD 57501; Pierre, SD 57501;  
 20 Counsel for Bryan Reo. Counsel for Susan Bessman.

20 MR. MARTIN LINDSTEDT  
 21 338 Rabbit Track Road  
 22 Granby, MO 64844;  
 23 Pro Se Defendant.  
 24  
 25



THE COURT: Okay.

MR. LINDSTEDT: He filed a federal lawsuit. He found out somewhere and I think it was through --

THE COURT: No, don't talk to him. Talk to me.

MR. LINDSTEDT: Okay. He found out somewhere in 2013 -- I've already presented this -- he found out about my inheritance and he immediately set about trying to get it and he was conspiring with other people including, including this Foundation for the Marketplace of Ideas. And pretty well I think Mr. Konrad is also a member of that organization.

THE COURT: All right. Now listen here --

MR. LINDSTEDT: Okay.

THE COURT: We are here --

MR. LINDSTEDT: Okay.

THE COURT: -- to determine whether I should hold this property in its place until all of those matters can be resolved. And I get your point. Your position is he could not succeed on the merits.

MR. LINDSTEDT: He hasn't.

THE COURT: I know those matters are being appealed over there and I accept that as your opening statement. Okay? I get it.

MR. LINDSTEDT: Okay. Moving on, moving on. He lost the federal lawsuit because he had fifty days

23

to show that he was damaged for \$75,000 for diversity of citizenship. He failed. Eight days later he went running to Lake County.

Then over -- over the next four years he filed motions to strike, all sorts of motions, motions I couldn't testify because I was locked up in a nut house and insane. All sorts of stuff. And then what they did is they did the equivalent of bringing an Aryan Nations clansman to northeast Ohio. You know, pretty well what was said about him was outside the Ohio statute of limitations.

He filed appeal after appeal trying to amend the Complaint so now -- so now he's, you know, he's gotten -- he's gotten the Ohio Eleventh District Court of Appeals to go and say, you know, say, well, yes, Mr. Lindstedt is a virulent racist and he can't use all these adjectives to describe Mr. Reo.

But what they decided to do is after a whole bunch of nonsense and they got snippy, pretty well oral arguments for -- you know, he was asking for pretrial interest, in some cases \$18,000. And on the very day of trial here he was trying to have the matter delayed because of his motions for discovery.

So anyway, I don't think he's going to prevail in the Ohio court either. And the Ohio -- the Ohio

court, you know, court pretty well sent him a rather snippy motion saying, yes, we know Mr. Lindstedt is racist.

I mean, you're suing -- and he deliberately, and I noticed this, he deliberately sued my church, the Church of Jesus Christ Christian/Aryan Nations of Missouri. He sued my domestic partner who was, well, bedbound. She died on the morning of the 4th here. She decided that she'd rather die of renal failure than inoperative cancer because the doctors were too cowardly to go ahead and remove the cancer so she decided to die of renal failure and she died on the morning of the 4th.

So over the years I've had -- I've had to go ahead and for the last six and a half years I really can't go, you know, go more than trips to, you know, Neosho, sometimes to Joplin which is about 30 miles away. Very seldom can I do all this stuff but here Bryan Reo delays and delays and delays the trial and then he keeps blaming me.

THE COURT: Okay.

MR. LINDSTEDT: So anyway --

THE COURT: Sum it up because I get your point.

MR. LINDSTEDT: Okay. Sum it up to the point here. What happens is that he won and now they're

25

beginning to wonder is it very smart to bring an Aryan Nations clansman 900 miles away, hold a trial for him with a Negro juror and a bunch of -- essentially, I got lynched. I was not allowed to present evidence --

THE COURT: All right.

MR. LINDSTEDT: Anyway, maybe they're going to think about that at all. What happens as I've simply pointed out is that you might go ahead and take that stuff smart to your head and go drag someone up 900 miles away because they're essentially a racist here.

He knew and way back when I found out his identity, he agreed to leave white supremacy and play Christian Identity if I would simply not put any more stuff. Then he starts going ahead and taking my web pages down and then he starts --

THE COURT: Now you're -- okay. I get that.

MR. LINDSTEDT: Okay.

THE COURT: You've had that lawsuit over all this --

MR. LINDSTEDT: Okay.

THE COURT: -- stuff in Ohio.

MR. LINDSTEDT: In Ohio.

THE COURT: I understand it's on appeal. We're not getting to the merits of this today. I'm going to tell you you've exceeded the time that he has taken.

30

MR. LINDSTEDT: I forgot the second factor.

THE COURT: Irreparable harm.

MR. LINDSTEDT: He hasn't suffered any harm.

He hasn't suffered any harm at all. My sister, well, my gosh, she had to pay a \$5,000 retainer and she has to pay \$500 a month. She's suffering harm. I've suffered, you know, I've suffered some aggravation having to come up here.

But you know, pretty well, you know, pretty well I think that if you go ahead and use the law and what happens, I'm a notorious counter-puncher. I'll probably go ahead and say the state law is unconstitutional because it's being used for this purpose, essentially to go ahead and way back in 2014, to render me destitute and all that. And he has -- he has pretty well done that. I might have to go ahead and --

THE COURT: Well, I don't want to hear what you're going to do.

MR. LINDSTEDT: Okay. He --

THE COURT: Listen. Listen. Your time is up.

MR. LINDSTEDT: All right.

THE COURT: And I get what your arguments are on the public interest so thank you. You've covered those four factors for me.

31

All right. So with that, Mr. Konrad, you may proceed with calling any witnesses.

MR. KONRAD: Your Honor, I would call Mr. Bryan Reo.

BRYAN ANTHONY REO,  
being first duly sworn, was examined and testified  
as follows:

DIRECT EXAMINATION

BY MR. KONRAD:

Q. Good morning, Mr. Reo. Could you please spell your name for the record?

A. My first name, Bryan, B-R-Y-A-N. My middle name, Anthony, A-N-T-H-O-N-Y. My last name, Reo, R-E-O.

Q. And you live in Ohio?

A. That is correct.

Q. And for the Court's knowledge, are you a licensed attorney in Ohio?

A. I am a licensed Ohio attorney, that is correct.

Q. And what jurisdictions are you allowed to practice in? Federal? Different states?

A. I am licensed in the state of Ohio, the state of Michigan, and I am admitted to the bar in the Northern District of Ohio, the Southern District of Ohio, the Western District of Michigan, the Eastern District of Michigan, the United States Court of Appeals for the

32

1 Sixth Circuit, the United States Court of Appeals for  
2 the Third Circuit and the United States Court of  
3 Appeals for the Armed Forces.

4 Q. And roughly how long have you been practicing law?  
5 A. May of 2018. It would be slightly more than two  
6 at this point.

7 MR. LINDSTEDT: Can I make objections?

8 THE COURT: Briefly. What?

9 MR. LINDSTEDT: The objection is that he's been  
10 practicing law on behalf of Mr. Fink, you know, his  
11 lawyer since 2015, and he was told that he wasn't  
12 supposed to practice law but yet he practiced law  
13 quite a bit before he actually got a law license.

14 THE COURT: All right. That will be overruled.

15 Q. (By Mr. Konrad) So are you familiar with who  
16 Mr. Lindstedt is here today?

17 A. Yes.

18 Q. And just simply put, you two have been engaged in  
19 civil litigation for several years; correct?

20 A. That is correct.

21 Q. And at some point did you file a lawsuit against  
22 him in the state of Ohio?

23 A. Yes.

24 Q. And what was the tort claims that you alleged in  
25 the state of Ohio?

33

1 A. The most significant claims were defamation, libel  
2 per se, false light invasion of privacy, intentional  
3 infliction of emotional distress, and other similar  
4 related tort claims.

5 MR. LINDSTEDT: Can I make an objection? He  
6 didn't mention the federal lawsuit that he filed at  
7 which he lost said claims before he filed the state  
8 lawsuit.

9 THE COURT: All right. That's overruled.

10 Q. (By Mr. Konrad) And I would imagine that case  
11 took some time to work through the process before it  
12 ultimately went to trial; is that correct?

13 A. Yes, that is correct. There were -- do you want  
14 to discuss in any greater detail?

15 Q. How long did the case take to go from initial  
16 filing until the first day of trial?

17 A. Approximately 48 months.

18 Q. And during that time did you engage in discovery  
19 and motion practice in that case?

20 A. I did.

21 Q. And when did the trial in that case start?

22 A. I want to say June 24, 2019.

23 Q. And how many days long was the trial?

24 A. Three.

25 Q. Did Mr. Lindstedt have counterclaims against you?

A. He did.

Q. Were those resolved in his favor or were they dismissed?

A. Nine of the ten counterclaims were dismissed on a directed verdict and the jury found on my favor for his sole remaining counterclaim.

Q. And what was the ultimate -- what was the ultimate verdict that the jury reached?

A. They returned a verdict in my favor on defamation, libel per se and false light invasion of privacy in the amount of \$105,400.

MR. LINDSTEDT: Objection.

MR. KONRAD: Go ahead.

MR. LINDSTEDT: Mr. Reo pretty well admits that he was suing my church and he got a \$400 defamation against my church as well.

THE COURT: All right. We'll get to that. Thank you.

MR. KONRAD: Your Honor, I had given you originals. Can I work off of those for a little bit --

THE COURT: Yes.

MR. KONRAD: -- so I can get some of them entered? This one has already been received, the deed. I don't need that one.

35

But this was an inadvertent copy so this I is a copy. This is the certified one. This is I. I think you can feel it. So I'm going to take this one back so you don't mix it up.

This is the one I just took from the judge, the same, and this one she just had an extra copy.

MR. LINDSTEDT: Okay.

Q. (By Mr. Konrad) And when did the jury reach its verdict?

A. As I recollect, June 26, 2019. It would have been a Wednesday, day three of the trial.

MR. KONRAD: May I approach the witness, Your Honor?

THE COURT: Yes, you may.

Q. (By Mr. Konrad) I'm showing you what's been marked as Plaintiff's Exhibit F. Could you tell the Court what that document is?

A. It's the judgment entry that the judge entered in Lake County Court of Common Pleas memorializing the verdict of the jury from June 26, 2019. The judgment entry is dated July 1, 2019.

Q. And upon reviewing that document, does that appear to be a true and correct copy of the judgment that's on file in Ohio?

A. Yes, it does.

Q. And in fact is that a copy of the judgment that you registered as a foreign judgment in South Dakota?

A. It does appear so, yes.

MR. KONRAD: Your Honor, I would move to introduce Plaintiff's Exhibit F which is the Ohio judgment.

THE COURT: Any objection?

MR. KONRAD: You have a copy of it. That's what it is.

MR. LINDSTEDT: No objection.

THE COURT: Okay. That will be received.

MR. KONRAD: Your Honor, I'm going to ask some questions that could get close to what might be considered a legal conclusion. However, we are talking about a case that's pending. I'm also talking with a practicing lawyer so I'm not intentionally trying to ask questions that ask for a legal conclusion. I'm not asking for a legal conclusion on this case but perhaps the status of the Ohio cases. That's just the background.

THE COURT: That are pending?

MR. KONRAD: Yes.

THE COURT: Okay.

Q. (By Mr. Konrad) So in that Ohio case has Mr. Lindstedt moved to appeal?

37

A. In the one from which the judgment arose?

Q. Yes.

A. Yes, he's filed an appeal.

Q. What is the status of that appeal?

A. It has been set for oral arguments which are to be held in, I believe, the middle of October.

Q. And has the court in Ohio issued any kind of an order that would stay the proceedings or stay execution of the judgment?

A. They have not.

Q. Are you familiar with the Appellate Rules of Procedure and the Civil Rules of Procedure in Ohio?

A. I am.

Q. And in the state of Ohio does appealing a judgment automatically stay execution?

A. It does not.

Q. In your opinion, being a practicing lawyer from that state, what is needed in order to stay execution?

A. The party that is undertaking the appeal must offer the full value of the judgment --

MR. LINDSTEDT: Objection.

A. -- as a supersedeas bond into the court's registry or other sufficient collateral that the judgment creditor and the court would deem sufficient and willing to accept. And then if the court accepts the

THE COURT: All right. Very good.

MR. LINDSTEDT: But the point I'm trying to make is that usually the statutory -- the statutes are very much different than what the rules of court are. They're not the same thing.

THE COURT: All right. Well, he's citing authority to me. You asked to see the authority. On the break he's going to give you a copy of that. That's what you asked for.

That's what you agreed to accommodate him on that.

MR. KONRAD: Yes.

THE COURT: And he will do that.

MR. KONRAD: Okay.

THE COURT: All right. So you can proceed with any further questioning.

Q. (By Mr. Konrad) So again, we left at off at no supersedeas bond has been posted; is that correct?

A. That is correct. He has not posted a supersedeas bond nor offered one.

Q. And given that, certainly nothing has been approved by the court that would stay any execution.

A. Missouri declined to grant a stay on the basis that, as I briefed the issue, no supersedeas bond had been offered.

47

MR. LINDSTEDT: Objection. Missouri declined to do anything about Mr. Reo's motions.

THE COURT: All right. Your objection is noted and it's overruled.

You may continue with the testimony.

MR. KONRAD: Your Honor, for Mr. Lindstedt's benefit, perhaps the Court might want to explain to him the difference between something he can get on cross-examination versus what an objection is because these aren't objections. These are like argument.

THE COURT: All right. That's a good point. What I'm going to do is, you're taking notes there. Questions that you want to ask him you can ask when Mr. Konrad is done. Okay? But it's his turn to ask the questions. And I should have probably laid this out in the beginning because we'll be here until tomorrow and next week if we don't do it orderly. So let him finish his testimony and then you will have an opportunity to ask him questions about what he testified here today. Okay?

All right. So Mr. Konrad.

Q. (By Mr. Konrad) So in your opinion, is the judgment in Ohio -- when I say the judgment in Ohio, the \$105,000 judgment and the \$400 judgment, are those still active judgments that you own in the state of

Ohio?

A. Yes, they are.

Q. And they have not been stayed in any manner?

A. They have not been stayed in any manner whatsoever.

Q. Did you then --

MR. LINDSTEDT: Objection.

THE COURT: That's going to be overruled before it even comes out. He's taking testimony. Okay? But you write down what you want to ask him when it's your turn.

MR. LINDSTEDT: All right.

Q. (By Mr. Konrad) Did you then take steps to register that judgment in other states?

A. Yes, I did.

Q. What states did you register those judgments in?

A. The states of South Dakota and Missouri.

Q. Why did you pick the state of Missouri?

A. Because that's where the Defendant is domiciled and where his primary residence is located.

Q. And prior to registering those judgments did you do some sort of debtor inquiry to figure out what Mr. Lindstedt owned?

A. Yes, I did.

Q. How did you go about conducting that debtor

49

inquiry?

A. I have a friend who specializes in judgment assignment asset location and debt collection on judgments against judgment debtors and he did a TLO search on Mr. Lindstedt.

Q. When you say TLO, could you explain to the Court what that is?

A. He did a title location search where it brought up anywhere in the country where Mr. Lindstedt is the owner of record of real property.

Q. So when did you find out that Mr. Lindstedt owned real property in South Dakota, approximately?

A. Definitely or based on rumor?

Q. When did you definitely figure out through this title search that he owned property in South Dakota?

A. Probably late 2018, early 2019, just ahead of the commencement of the jury trial I had my friend run some searches just in anticipation that I would likely prevail at trial and we wanted to get a ballpark idea of where we would be domesticating the judgment and how much, you know, would be in play, so to speak.

Q. Once you had prevailed in trial and received the verdict, you then picked South Dakota and Missouri based on your debtor search; is that correct?

A. That is correct.

Q. And when you attempted to register the foreign judgment in South Dakota, did you review the applicable law in registering a foreign judgment?

A. I did.

Q. Did you file an affidavit with the court as required by statute?

A. I did.

Q. And did you notice Mr. Lindstedt of that proceeding?

A. I did.

MR. KONRAD: And if I may approach, Your Honor.

THE COURT: You may.

Q. (By Mr. Konrad) I'm showing you what's been marked as Plaintiff's Exhibit J. Could you explain to the Court what that document is?

A. It is the Notice of Filing of Foreign Judgment that would have been served on Mr. Lindstedt as the judgment debtor here in South Dakota.

Q. And that's a two-page exhibit. What is the second page?

A. The second page shows the judgment debtor, the judgment creditor and the judgment amounts.

Q. What amounts were registered as a foreign judgment in South Dakota?

A. Four hundred dollars and then \$105,000 for an

51

aggregate amount of \$105,400, not inclusive of post-judgment interest.

Q. And is that a certified copy of the judgment from the court?

A. It does feel to be so. It has the seal.

MR. KONRAD: Your Honor, I would move to introduce Exhibit J at this time and for the Court's information, it is a certified copy that I obtained from the clerk this morning.

THE COURT: Okay. Is there any objection to that?

MR. LINDSTEDT: No.

THE COURT: You have a copy?

MR. LINDSTEDT: I'm writing on the back of it.

THE COURT: All right. Very good. It's also a self-authenticating document.

Q. (By Mr. Konrad) So once you had filed the foreign judgment in the state of South Dakota and in Missouri, did you engage in post-judgment interrogatories?

A. I sent a packet of post-judgment discovery in aid of execution with the Ohio case caption to judgment debtor Lindstedt.

Q. And without going through every question, what was the general idea of the requests that you were trying to get answered when you sent those interrogatories?

52

A. In general I asked him to name and identify every financial institution wherein he had an account, identify the account number, the balance. I asked him to identify any tenant or anybody who was leasing or had a lease interest in any land he owned in South Dakota, what the approximate value of the land was and how much he was deriving from rental income. And then I also asked for a schedule of assets, including motor vehicles and firearms.

Q. Did you receive any answers to those post-judgment interrogatories?

A. I didn't receive anything that was responsive but I received some rather, how should I say, curt, vulgar responses but they weren't --

MR. LINDSTEDT: Objection.

A. -- responses to the underlying interrogatories.

MR. LINDSTEDT: Objection. He received -- objection. He received an answer. The judge in Ohio told him that he had no business inquiring as to the serial numbers of my guns and all that. The judge pretty well --

THE COURT: All right. You can ask him that on cross. For right now I'm going to overrule your objection and you --

MR. LINDSTEDT: Overruled. Overruled.

53

THE COURT: Yes. Okay.

Q. (By Mr. Konrad) When you received a response did the response from Mr. Lindstedt appropriately address the questions that you presented?

A. It did not.

MR. LINDSTEDT: Objection. He has all sorts of notions about whether my answers are appropriate.

THE COURT: All right.

MR. LINDSTEDT: I thought they were appropriate.

THE COURT: Okay. That will be overruled. You can ask him on cross. Okay?

Q. (By Mr. Konrad) When you did not get answers that you thought were appropriate, did you move to compel answers to the interrogatories?

A. Yes. I filed a motion to compel post-judgment discovery responses.

Q. And when did you move to compel, I mean approximately in date, when did you move to do that?

A. Late September, early October.

Q. And did Mr. Lindstedt file a response to that motion to compel?

A. As I recollect, he did.

Q. Did the judge rule on the motion to compel?

A. The judge did.

1 Q. Did the judge order him -- and by him,  
2 Mr. Lindstedt -- to provide certain answers as to his  
3 assets?

4 A. The motion was granted in part and denied in part.  
5 It was granted as to questions about real property,  
6 lease interests, tenants, bank accounts. It was  
7 denied as to the valuation of the land and it was  
8 denied as to a serial number scheduling of firearms  
9 that the Defendant may or may not have owned.

10 MR. LINDSTEDT: Objection. That isn't quite  
11 what the judge said.

12 THE COURT: Well, you can ask him on cross.

13 MR. LINDSTEDT: Okay.

14 Q. (By Mr. Konrad) And since that time have you  
15 pursued any avenue on his firearms?

16 A. I reached out to a Newton County sheriff's deputy  
17 to ask about doing a writ of execution or a levy and  
18 he said that while there were multiple adults in the  
19 residence, it could not be definitively determined who  
20 had the ownership interest in said firearms and that  
21 he would not be levying or executing on property that  
22 might not be Mr. Lindstedt's.

23 Q. And once that -- do you have an idea of roughly  
24 when the judge ruled on that motion to compel?

25 A. In the last five or ten days of October, 2019.

55

1 Q. And --

2 MR. LINDSTEDT: And -- oh.

3 MR. KONRAD: If I may approach, Your Honor.

4 MR. LINDSTEDT: He made another --

5 THE COURT: Okay. You're going to ask him on  
6 cross.

7 MR. LINDSTEDT: Sure.

8 THE COURT: What do you need?

9 MR. KONRAD: Exhibit I. It's the deed. Thank  
10 you.

11 Q. (By Mr. Konrad) I'm showing you what's been  
12 marked as Plaintiff's Exhibit I. This has already  
13 been received by the Court. Could you tell the Court  
14 what Exhibit I is?

15 A. Exhibit I is a copy of Warranty Deed transferring  
16 the entire interest of Martin Lindstedt of the land in  
17 question in dispute right now in this action to his  
18 sister, Susan April Bessman's Revocable Living Trust  
19 dated October 25, 2019.

20 Q. And does that appear to be a genuine copy of the  
21 deed?

22 A. It does.

23 Q. And how did you obtain a copy of that deed  
24 initially?

25 A. I obtained a copy of it when Mr. Lindstedt

1 responded to the post-judgment discovery motion  
2 practice essentially with a ha-ha-ha, I no longer own  
3 anything so there are no -- you know, I own no land, I  
4 cannot answer any questions about renters, tenants  
5 because I no longer have any land.

6 MR. LINDSTEDT: Objection.

7 THE WITNESS: I spoke to my friend --

8 MR. LINDSTEDT: Objection.

9 THE COURT: Just a minute.

10 MR. KONRAD: Just wait.

11 MR. LINDSTEDT: His testimony is his notion of  
12 what I said. If he wishes, he can go ahead and  
13 present what I actually said to him as well because it  
14 was filed, it was filed in the Ohio court here. He  
15 keeps on -- he keeps on making stuff up here --

16 THE COURT: Okay.

17 MR. LINDSTEDT: -- as opposed to just showing  
18 what was actually filed.

19 THE COURT: All right. That objection is  
20 overruled. You can cross-examine him about your  
21 statement and what you told him when you get an  
22 opportunity to cross. Okay?

23 MR. LINDSTEDT: But what, you know, I'm  
24 wondering what statement he's saying ha-ha-ha was. I  
25 mean, this is just --

57

1 THE COURT: You'll get to ask him that on  
2 cross.

3 MR. LINDSTEDT: Okay.

4 A. As I recollect, the rough paraphrase of his exact  
5 words said Pastor Lindstedt no longer owns any land  
6 and therefore cannot discuss any interest in real  
7 property in South Dakota because Pastor Lindstedt has  
8 divested himself of all land in South Dakota.

9 Q. (By Mr. Konrad) And so --

10 MR. LINDSTEDT: Objection. Could, you know,  
11 since his testimony, can he go ahead and show that,  
12 what the basis of that testimony is?

13 THE COURT: You can ask him on cross. Let him  
14 tell you what he believes was stated --

15 MR. LINDSTEDT: Okay.

16 THE COURT: -- and you cross him when it's your  
17 turn. Okay? This is really going to slow us down.  
18 You get an opportunity to cross. This is his  
19 opportunity to ask direct questions and if you've got  
20 a legal objection, that's one thing but when you're  
21 just disagreeing with his testimony, that's when you  
22 cross. Okay? I know you're not a lawyer --

23 MR. LINDSTEDT: All right.

24 THE COURT: -- so I'm going to help you, guide  
25 you. This is how we're going to do it. Okay?

MR. LINDSTEDT: Okay. It's not going good --

THE COURT: So take your notes.

MR. LINDSTEDT: It's not going good for me but go ahead.

THE COURT: Okay.

Q. (By Mr. Konrad) So that deed that's marked in Exhibit I, is that something that Mr. Lindstedt sent to you as part of the discovery?

A. No, he did not send this to me.

Q. How did you get the deed?

A. I got a copy of it through the Stanley County Clerk.

Q. And did you request a copy of the deed after Mr. Lindstedt had represented to you that he did not own property?

A. Yes. As soon as he represented that he did not own property, I had my friend do another TLO. We found out that there had been a transfer to Ms. Bessman. I immediately purchased a copy of the Warranty Deed from Stanley County.

Q. Let's talk about timing. What is the date that the deed was executed?

A. October 25, 2019.

Q. And what is the date that the deed was filed?

A. It was filed October 19th -- no, I'm sorry -- 29th

59

of October, 2019.

Q. And in relationship to the judge's ruling on the motion to compel post-judgment interrogatory responses, approximately how many days after the judge's ruling did this deed get signed?

A. Within seven days.

MR. KONRAD: Here's Exhibit I back.

MR. LINDSTEDT: Is the judge's order attached?

MR. KONRAD: It's just the deed.

MR. LINDSTEDT: Okay. So there's no judge's order or seven days that he's talking about?

THE COURT: Again --

MR. LINDSTEDT: Okay.

THE COURT: -- you can ask him that on cross.

Q. (By Mr. Konrad) And about this same time -- well, let's back up a little bit. You said earlier that you prevailed on defamation, invasion of privacy, things of that nature?

A. That is correct.

Q. And as kind of evidenced here today, Mr. Lindstedt more or less hates you; is that fair?

A. I think that's a fair and accurate assessment.

Q. Has he made racist comments against you?

A. Yes.

Q. Has he said inappropriate things about your

family?

A. Yes.

Q. About your spouse?

A. Yes.

Q. About your father?

A. Yes.

Q. Has he -- have you applied for a protection order against him?

A. On two occasions. The first one was granted. The second one was denied.

Q. So generally this name calling from Mr. Lindstedt has gone on for years; correct?

A. Yes.

Q. Do you have any other litigation pending against Mr. Lindstedt?

A. Yes.

Q. When did you start those lawsuits against him?

A. August and September of 2019, and there were four cases. I'm the Plaintiff in two. Stefani Rossi Reo is the Plaintiff in one. I represent her. And Anthony Dominic Reo is the Plaintiff in one. I represent him.

Q. And was Mr. Lindstedt served, on the two cases where you're the Plaintiff, was he served in mid September and mid August on those matters?

61

A. That sounds correct, yes.

Q. And have you made similar claims and allegations?

A. Yes. They're primarily claims in defamation.

Q. What types of things has Mr. Lindstedt said about you as a practicing lawyer? And just keep it somewhat short.

A. He's said that I've used sexual favors homosexually with judges in Missouri to get judgments domesticated. He's said that I embezzle client money. He's said that I engage in perjury, barratry, fraud, wire fraud, and that I'm involved in a conspiracy and that I've also been bribing judges and jurors in Ohio to corrupt proceedings in Ohio.

Q. So those types of statements you view to be as damaging against you personally and your business practice?

A. Yes, I see them as defamatory per se. They're allegations of unprofessional and criminal conduct which are cognizable as felonies.

MR. LINDSTEDT: Objection. That is, you know, he's saying -- well, I make a standing objection because, you know, it is undergoing but he has, you know -- I'm making a number of objections about, you know, his testimony which I'll cross-examine.

THE COURT: Okay. You'll have a standing

*gotten* around to filing is on the web page.

THE COURT: Okay.

MR. LINDSTEDT: And then getting down to here's October. He's maliciously going and seeking a bogus judgment and I find out that on the 14th of October, like I said before here. And I confront -- next door to me is a character named Ashley Edgemon. Granby, Missouri, is very, very, very badly run. I ran against him for south ward city council. Well, he got 20 percent of the vote but he ran off to Florida and so there's that complaint about Granby and I'll have a bunch of litigation about Granby.

But here he is, he's insinuating stuff in there. I find out the night of Columbus Day and I've heard rumors they're going to go ahead and come and bulldoze down me and Roxy's and my nieces' and nephews' property. I bought some -- you can buy Granby property real cheap. I bought my house, you know, the hovel that he's talking about. They call it the hovel because that's what everybody called it, a hovel. And pretty well it's a house over a hundred years old but it came with a half acre of land. It cost \$3,000 in 1987. Me and Roxy and my stepdaughter lived in it for a long time.

And so his problem is that all the property is

191

1 held in common with me and Roxy and now she died but  
2 really the hovel would be not worth more than 10,000.  
3 I bought the place across the street for 5,000.

4 I mean, all this -- you know, so for three  
5 years, three years, here he is, he's called me a child  
6 molester. I've called him a crazed, homosexual,  
7 militia Zogbot mongrel. And we go ahead and fight and  
8 then he goes ahead and finds out from somebody and I  
9 think it is the Olinger law firm or whatever working  
10 for the Foundation for the Marketplace of Ideas, he  
11 finds out that I have 1,800 acres. So here he is.  
12 He's offering to let me have my \$20,000 hovel if I  
13 would sign over the two-million-dollar property to  
14 him, and that is so ridiculous.

15 But the next day -- the next day I get up and  
16 they are bulldozing my grass and trees. Roxy is, you  
17 know, is sick and I seriously considered shooting a  
18 whole bunch of those Granby bastards. Not Bryan Reo  
19 but a whole bunch of them. You know what I mean?

20 And then I get chased by my brother-in-law with  
21 a chain saw. I mean it was -- it was the second worst  
22 day of my life, October 15th. And because I have that  
23 property, if I did shoot all these Granby bastards,  
24 I'd lose the property because they'd keep suing me  
25 after I shot them all, the survivors would.

1 So you know, who am I going to give my church  
2 to? Well, am I going to give it to Aryan Nations? I  
3 thought of doing that and I thought, nah, I ain't  
4 going to do that and --

THE COURT: All right.

6 MR. LINDSTEDT: And then my brother, I wasn't  
7 going to give it to my brother because he killed Mom  
8 here and so --

THE COURT: Well, listen up here --

10 MR. LINDSTEDT: I tried to give it to my  
11 sister --

THE COURT: Listen up. No. Listen.

MR. LINDSTEDT: Okay.

14 THE COURT: I don't want to pound this. Okay?  
15 I gave you several minutes and it's run out.

MR. LINDSTEDT: All right.

THE COURT: So you've made your point.

18 MR. LINDSTEDT: I finally decided to give it to  
19 my sister and then --

THE COURT: You gave it to your sister.

21 MR. LINDSTEDT: And she doesn't even know about  
22 this critter. She's not -- she's not racist hardly at  
23 all. She don't read -- you know, like I said before,  
24 she got ruined by working for Newton County here.  
25 She's not very racist at all. She'll listen to me.

193

1 She knows better than to argue with me but she didn't  
2 know anything about it until, what, the end of  
3 February, she was being sued by somebody and this, you  
4 know, lawyer in South Dakota and what the hell is  
5 this? And she was -- she was the director of my  
6 church and Bryan Reo sued Roxy, who was illiterate,  
7 bedbound, you know, all this sort of thing and --

THE COURT: All right. Finish it up.

9 MR. LINDSTEDT: I'm working on finishing it up.  
10 What happens is that I don't tell her about, you know,  
11 what's his name but, you know, she's no dummy. She  
12 goes ahead and sees all that grass in there and she  
13 sees I'm losing sleep and all that sort of thing. And  
14 I beg her to take it here and she takes it but she  
15 don't know anything about, you know, what's his name  
16 here but she does see that. She decides to go ahead  
17 and take it.

18 And you know, like I said before, it's a hell  
19 of a revolutionary. It was two million dollars in a  
20 ball-and-chain in land here who can't do what -- so I  
21 got rid of it. I figured out -- I figured out I  
22 wouldn't have to go through a title company because  
23 she's on the estate. She's on the estate so I  
24 wouldn't have to go through a title company.  
25 She told me that she wouldn't give it to her



194

oldest son, who is a right worthless bastard and she'd go ahead and give it to her second son, who I really like here. But anyway, she would not transfer it. She would not sell it. She would not do anything here. It would be sitting in forever as far as she stated to me here.

And what happens is that, well, on the day we signed it --

THE COURT: All right. Very good.

MR. LINDSTEDT: She didn't know anything about what's his name but like he claims here because -- but anyway, you know, so pretty well once it was in there here, I says well --

THE COURT: I'm giving you ten more seconds --

MR. LINDSTEDT: Okay.

THE COURT: -- and you're stopping.

MR. LINDSTEDT: I'm going to do my thing, you do your thing. You hire whatever rascal lawyer you want here and we'll just leave it done here. So pretty well my position is that, you know, she doesn't know anything about it but --

THE COURT: Okay.

MR. LINDSTEDT: -- what happens is that this, you know, this case, you know --

THE COURT: I understand.

195

MR. LINDSTEDT: There's a lot of cases that are absolutely worthless. You know, he hasn't been harmed. All he's done is just caused me and my church a lot of trouble and grief. And I just simply don't want -- I don't want that property. I have no intention of ever paying him.

I went ahead and got a \$400,000,000 judgment against the State of Ohio. Pretty well, you know, they said that they're above the law and I'm saying is that, well, hey, one nuclear power plant -- Bryan Reo blames me for getting him fired at the North Perry Nuclear Power Plant --

THE COURT: All right.

MR. LINDSTEDT: -- because of my web page.

THE COURT: I understand your arguments. Okay?

So Mr. Konrad, did you have any cross?

MR. KONRAD: I don't have any cross. I have closing argument.

THE COURT: Okay. All right. So thank you for that testimony.

MR. KONRAD: The only thing I would ask, I forgot to. We kind of moved into it quickly. I did not formally rest yet so I just wanted to double-check that I have -- that the Court has marked and received Exhibits A through J. I just want to make sure I

196

1 didn't forget anything. I think you have them but I always double-check before I rest.

THE COURT: And I believe at the break when Mr. Reo was still on the stand we went through that I had -- yes, those are all marked, offered and received and so they're in.

And the other exhibit which I have, number one of the Defendant's exhibits, those are all of the exhibits.

MR. LINDSTEDT: I went ahead and read -- I went ahead and used some of his exhibits --

THE COURT: Yes, you did.

MR. LINDSTEDT: -- like H or something like that to make my point.

THE COURT: And that's totally appropriate. Yes, you did and I told you that I would weigh your commentary as part of your testimony. Okay?

MR. LINDSTEDT: Well, I didn't say anything new that ain't on the web page.

THE COURT: All right. So with this, I'm going to give you each five minutes and I'm going to hold you to it, okay, to summarize. So you got five minutes, each of you, because I gave you extensive opening arguments. So I'm going to have you -- you have five minutes so do you want another break?

197

1 Mona, are you all right?

2 COURT REPORTER: No, no, let's go.

3 MR. KONRAD: Your Honor, that's fine. Whatever time frame is fine. Your Honor, I don't ask for much today. I would like to do this without interruption.

6 So I will not interrupt you. You don't interrupt me. Deal?

8 MR. LINDSTEDT: Deal.

9 MR. KONRAD: Your Honor, there's been a lot of testimony here today, some relevant, some irrelevant. I think the biggest place where we're just diverging is Mr. Lindstedt is making a collateral attack on the judgment that through all his statements at the end of the day, he's produced no document that says the judgment is not valid.

The Court can take judicial notice of the file. Mr. Reo has a valid \$105,000 judgment and change. I view Mr. Reo as a present creditor and a future creditor. Listen to the way -- I mean, he's got pending claims in Ohio based on libel, slander, tortious interference, all kinds of torts related to these types of statements that are being made.

He's alleged that, you know, he's made threats. He doesn't -- he doesn't want to -- he doesn't want actual violence but he does advocate for violence.

STATE OF SOUTH DAKOTA )  
 ) SS  
COUNTY OF STANLEY )

IN CIRCUIT COURT  
SIXTH JUDICIAL CIRCUIT

BRYAN ANTHONY REO,

Plaintiff,

vs.

MARTIN LINDSTEDT and SUSAN  
APRIL BESSMAN, as Trustee of  
The Susan April Bessman  
Revocable Living Trust,

Defendants.

58CIV20-07

NOTICE OF HEARING

PLEASE TAKE NOTICE that Plaintiff's Motion for Summary Judgment shall be heard before this Court on **the 13th of August, 2021 at the hour of 1:00pm Central Standard Time** in the Stanley County Courthouse, located 8 East 2nd Avenue, Fort Pierre, South Dakota.

DATED this 26th day of July, 2021.

Konrad Law Prof. LLC



Robert Konrad  
Attorney for Plaintiff  
1110 East Sioux Avenue  
Pierre, SD 57501  
605-494-3004  
[rob@xtremejustice.com](mailto:rob@xtremejustice.com)

## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the NOTICE OF HEARING was served, electronically, and mailed to the following:

Sarah Baron Houy  
Attorney at Law  
[sbaronhouyl@bangsmccullen.com](mailto:sbaronhouyl@bangsmccullen.com)  
333 W. Blvd #400  
Rapid City, SD 57701

And by USPS mail, postage and prepare thereon to:

Martin Lindstedt  
338 Rabbit Track Rd.  
Granby, MO 64844

DATED this 26th day of July, 2021.

/s/ Robert T. Konrad  
ROBERT T. KONRAD

STATE OF SOUTH DAKOTA )  
 )SS  
COUNTY OF STANLEY )

IN CIRCUIT COURT  
SIXTH JUDICIAL CIRCUIT

BRYAN ANTHONY REO, )  
 )  
Plaintiff, )  
VS. ) MOTION FOR SUMMARY JUDGMENT  
 )  
MARTIN LINDSTEDT and )  
SUSAN APRIL BESSMAN, as )  
Trustee of the Susan April Bessman )  
Revocable Living Trust, )  
 )  
Defendants. )

COMES NOW, Plaintiff Bryan Reo, by and through his attorney of record, Robert Konrad, and for his Motion for Summary Judgment, does respectfully ask the Court to enter judgment in favor of Plaintiff as to all claims made in his Verified Complaint as there are no material facts in dispute. Plaintiff intends to contemporaneously file an affidavit of Plaintiff Bryan Reo, a Statement of Uncontroverted Facts in Support of Motion for Summary Judgment, an Affidavit of Counsel, and a Brief in Support of Motion for Summary Judgment.

WHEREFORE, regarding the fraudulent land transfer itself, Plaintiff respectfully requests that this Court enter an Order granting his motion for summary judgment in its entirety, wherein granting the following remedies in order of preference as stated below:

1. **(First Preference)** That the Court order Defendant Bessman to transfer the property known as the "Lindstedt Property" to Plaintiff directly as the sum of Plaintiff's duly filed and docketed (in Stanley County) foreign judgments against Defendant Martin Lindstedt vastly exceed the appraised value and assessed value of the Lindstedt Property, pursuant to SDCL 54-8A-7(3)(iii);
2. **(Second Preference).** Pursuant to SDCL 54-8A-7(b), that the Court grant Plaintiff a Writ of Execution against Susan April Bessman as Trustee of the Susan April Bessman

Revocable Living Trust, thereby ordering the Stanley County Sheriff to execute and levy on the Lindstedt Property in favor of Plaintiff (judgment creditor), and accordingly allow Plaintiff, in his discretion, to bid the amount of his judgments (plus interest at the legal rate of 10% calculated to the day of sale) as a credit bid at the time and place of the execution sale as scheduled by the Stanley County Sheriff; and

3. **(Third Preference).** Pursuant to SDCL 54-8A-7, for an Order granting the avoidance of the land transfer from Defendant Lindstedt to Defendant Bessman, a further order of the Court granting attachment of Plaintiff's judgments against the Defendant Lindstedt, and a further injunction against further disposition by the debtor of the asset transferred until further order of this Court. Plaintiff discourages the court from granting this relief based upon Defendant Lindstedt's prior actions of fraud, deceit, and delay.

FURTHERMORE, with regard to rental proceeds as to Defendant Bessman, Plaintiff additionally prays for a judgment or order against Defendant Susan April Bessman, jointly and severally in her personal and trustee capacity, for rental proceeds that she received from third party renters while wrongfully continuing to hold fraudulently transferred property from Defendant Martin Lindstedt. Defendant Bessman has received \$56,070 in rental income from the Tim and Diane Olson Partnership and the Roseth Brothers General Partnership. The \$56,070 represents the total 2020 land rent paid in 2020 (\$37380.00), and one half of the 2021 land rent paid in 2021 (\$18690.00). Plaintiff further requests pursuant to SDCL 54-8A-7(3)(iii), that the remainder of the 2021 rent to be paid in October, 2021, to the extent the oral leases are not canceled, be deposited with this Court and held to satisfy Plaintiff's judgments pursuant to SDCL 15-18-19. In the alternative, Plaintiff requests pursuant to SDCL 54-8A-7(3)(iii) that the court appoint a credible receiver to hold the balance of the 2021 rental income should it be paid, and held for the benefit of satisfying the judgments held by Plaintiff.

With regard to rental proceeds as to Defendant Lindstedt, Plaintiff additionally prays for a judgment or order against Defendant Lindstedt, for rental proceeds that he received from third

party renters that he wrongfully disbursed after the time of Reo's Ohio judgment in the amount of \$105,400.00 and duly filed as a foreign judgment with the Stanley County Clerk of Courts on or about August 19, 2019. Defendant Lindstedt has received approximately \$18,690 in rental income from the Tim and Diane Olson Partnership and the Roseth Brothers General Partnership. The \$18,690.00 represents one half of the 2019 land rent paid in 2019, said amount being paid after Plaintiff's \$105,400 judgment was docketed in Stanley County, but before the time of the fraudulent transfer to Bessman. Plaintiff requests that this order be reduced to judgment against Defendant and that he be allowed to bid the same as a credit bid at the time of execution and sheriff sale.

With regard to the leases with the Tim and Diane Olson Partnership and the Roseth Brothers General Partnership, to the extent these leases have not been already terminated, Defendant Bessman has continued to lease the land in violation of the Preliminary Injunction. Plaintiff requests that the court order that the leases be terminated as a fraudulent transfer pursuant to SDCL 54-8A-1(12) (defining a lease as a fraudulent transfer) and SDCL 54-8A-7 (equitable power of the court), or in the alternative, order that the Defendants terminate the leases pursuant to SDCL 43-32-22.1, or in the alternative that the Court take custody of the rental money to be received by Defendants in October of 2021 and hold those proceeds for the benefit of Plaintiff pursuant to SDCL 15-18-19. Plaintiff also asks for a determination of this Court that Defendant Bessman has violated the terms of the preliminary injunction and therefore should be held in contempt of court.

Lastly, Plaintiff preserves his right to seek attorney fees, costs, disbursements, and expenses from Defendants, jointly and severally, in the approximate amount of \$44,000.00, as of the date of filing this motion.

Dated this 26th day of July, 2021.

Konrad Law Prof. LLC

/s/ Robert Thomas Konrad

Robert Konrad  
1110 East Sioux Avenue  
Pierre, SD 57501  
605-494-3004  
rob@xtremejustice.com

#### **Certificate of Service**

The undersigned hereby certifies that on the 26th day of July, 2021 he served a true and correct copy of the Motion for Summary Judgment upon the following persons in the following manner:

BY EMAIL TO:

Sarah Baron-Houy  
Attorney for Defendant Bessman  
sbaronhouy@bangsmccullen.com  
By way of Odyssey File and Serve

AND BY USPS MAIL POSTAGE PREPAID TO THE FOLLOWING:

Martin Lindstedt  
338 Rabbit Track Road  
Granby, MO 64844

Dated this 26th day of July, 2021.

/s/ Robert Thomas Konrad

Robert Konrad