

STATE OF INDIANA) IN THE HANCOCK SUPERIOR COURT NO. 2
)SS:

COUNTY OF HANCOCK) CAUSE NO.: 30D02- 1703-SC-247

TRACY KNECHT)

 VS.)

)

ANGEL CANARY)

TRANSCRIPT OF THE BENCH TRIAL

HELD ON AUGUST 7, 2017

APPEARANCES BY:

THE COURT: COMMISSIONER R. SCOTT SIRK

COUNSEL FOR PLAINTIFF: TINA MANN

DEFENDANT: ANGEL CANARY

WITNESS 1: TRACY KNECHT

1 THE COURT: You just have one, right?
2 COUNSEL: I do.
3 THE COURT: I'll get you out of here first.
4 COUNSEL: Tracy Knecht versus Angel Canary. I believe this is going to be a
5 trial.
6 THE COURT: Excuse me?
7 COUNSEL: I believe this is going to be a trial. Angel?
8 THE COURT: Is the other party here?
9 COUNSEL: Yes. She's coming up.
10 THE COURT: You're here on behalf of --or you're not an attorney, are you?
11 COUNSEL: I'm an attorney.
12 THE COURT: You are?
13 COUNSEL: She's not.
14 THE COURT: Alright, then you're the defendant.
15 COUNSEL: I'm here on behalf of Tracy Knecht.
16 COUNSEL: You're here on behalf of Tracy Knecht. You're Miss Canary?
17 DEFENDANT: Well, but the company and then I'm an individual--two separate
18 people.
19 THE COURT: This is Tracy Knecht versus Angel Canary?
20 COUNSEL: Yes.
21 THE COURT: Okay. Just a second then I'll--This is cause number 30D02-1703-
22 SC-247. What I always encourage, particularly at the setting of the
23 trial, is for the two parties to talk and see if they can reach an
24 agreement. I understand-and I see you shaking your head "No"-but
25 what I have found is that when you come right before trial, usually

1 you are more inclined to reach an agreement than you are at other
2 times. So, I'm going to give you time to try and do that because I
3 can almost guarantee you that you'll probably be more happy with
4 your agreement than one if I decide it one way or the other, for
5 either's sake, usually both are more happy. And I think, so, I think
6 that's a good thing to try and look at. So, I'll give you that
7 opportunity, um, if you reach an agreement, too, come in and raise
8 your hand and I'll call you as soon as I can. If you can't, I'm going
9 to get through my non-contested first and then we'll start with this.

10 DEFENDANT: Is that in order from to do that? Because I had strokes, I have
11 cognitive problems, so I would not talk to them by myself.

12 THE COURT: Do you have someone who can help you deal with this?

13 DEFENDANT: No, and I have a heart condition and they'll probably make me
14 have a stroke out there.

15 THE COURT: If you don't feel like that or you feel uncom--but now we are going
16 to have to have a trial. Are you asking for a continuance today?

17 DEFENDANT: Well, that, I don't know what you call it. I thought they were suing
18 the company, so I wrote a thing because that company has been
19 dissolved-and so I'm confused as to why I'm here.

20 THE COURT: Okay, well, they can-they can make a legal argument or try to that
21 you're responsible and you have to defend that. We are set for trial
22 today. Are you asking it to be continued or do you want...

23 DEFENDANT: Yes.

24 THE COURT: Do you agree?

25 COUNSEL: No, I don't, Judge. She asked for a continuance in June, um, of the
26 June court date, um, she did file a motion to dismiss what she's

1 talking about, uh, and that was also denied. Um, and so, we're
2 ready to proceed.

3 THE COURT: Alright, so you've already tried for continuance? I've granted it
4 and we are set for today.

5 COUNSEL: Yes.

6 DEFENDANT: That was for surgery cause I was at the Mayo Clinic.

7 THE COURT: Alright. Well...

8 COUNSEL: Your Honor, I really would like to speak with her. I know she
9 doesn't want to. I will not have my clients there.

10 THE COURT: I can't order her to do so.

11 COUNSEL: I understand.

12 THE COURT: But I can say—so you have your clients here as well?

13 DEFENDANT: Yeah, they're here, but they don't have to go out and speak to her
14 cause--(speaking over each other)

15 THE COURT: Well, here's—(speaking over each other)—just a second. I like and
16 respect you and I understand the difficulties. It's just that when we
17 are both speaking at the same time, I can't hear you and your
18 words are important, and you can't hear me either, right?

19 COUNSEL: Right.

20 THE COURT: Okay, so I'm going to go first and you can respond. So, I am going
21 to have to take this out of order. And another thing I have to say to
22 you is I gave a motion to continue previously and; therefore, I'm
23 not inclined to give another one. I understand this is for health
24 concerns, but, part of the thing to do small claims is to try and get
25 this resolved quickly—so, those two things—so we're gonna hear
26 it today. Now, counsel is very respected, very fair, and she will

1 fairly listen to you. So, you have that opportunity. No one's going
2 to pressure you and when you come to trial we are going to treat
3 you with as much fairness as we can—and politeness—everyone
4 will be polite. Counsel will be and, of course, I know you will be,
5 too—so, uh, we are still set for trial today. Uh, I'll give you time to
6 talk just to counsel. No wit—er, no other parties there and then if
7 you reach an agreement, fine. If you don't want to talk to her, fine.
8 But if, if, you don't reach an agreement after we are done with the
9 others, we will go to trial. Okay?

10 DEFENDANT: "inaudible"

11 THE COURT: Yes, you can say something. Did you want to say—No—okay.
12 Alright, thank you all very much. I'll call it back up.
13 UNRELATED CASES CALLED.

14 THE COURT: Alright. Miss Knecht and Miss Canary? Miss Canary would you
15 feel better being seated or do you wish to stand?

16 DEFENDANT: I would like to sit.

17 THE COURT: Alright. Go ahead and sit. Plaintiffs, over here. Defendant, Miss
18 Canary over there.

19 COUNSEL: (addressing parties of unrelated case speaking in the courtroom)
20 Gentlemen?

21 THE COURT: (addressing parties of unrelated case speaking in the courtroom)
22 Uh, you have to talk outside the courtroom. I'm sorry I should
23 have made that clearer. I'm glad you're talking.

24 COUNSEL: Thank you.

25 THE COURT: Thank you. Sorry about that.

26 COUNSEL: No, that's all right.

1 THE COURT: Alright. Now how it will go, Miss Canary, Miss Knecht does have
2 an attorney, and she'll treat you with the utmost courtesy and
3 politeness. She'll go first with her case. If she has documents for
4 you to review, you can look at them. If you don't believe they're
5 appropriate, or not relevant to this matter, you'll need to state an
6 objection. Other than that, it comes in cause we are small claims
7 court.

8 DEFENDANT: And this is for the LLC that was dissolved? That contract, right?

9 THE COURT: Well, if that comes out, you raise that issue. You are saying you
10 are not liable, you need to raise that issue—and, uh...

11 DEFENDANT: That's what this is. That was dissolved. And not a single owner,
12 either.

13 THE COURT: Okay, and you raise that issue—you raise that all you want. I
14 mean, and I'm going to say that I'll listen to them. I denied the
15 motion to dismiss previously. It doesn't mean I won't grant it this
16 time, okay? And if it's over something else then you need to—then
17 they'll need to show that either the corporation was, uh, they can
18 the pierce the corporate veil for lack of a better way. Sometimes,
19 and you would never do this, but some people set up a corporation
20 to hide their liability, so they may do that or they may have other
21 issues, but will hear that. Um, after they're done, uh, if you wish to
22 question their witnesses, you may question them. Um, and then
23 after they're done with that, I'll turn it over to you and you present
24 your argument. Even if you said it was all the corporation and
25 you're done and anything else that you have at that time. After you
26 are done with that, uh, Mrs. Mann may have a few questions for

1 you. If she does, you need to answer those questions directly. One
2 of the few objections that I'll sustain is, if say, you, if she asks you
3 a yes or no question and you want to give an explanation and an
4 explanation will be a better and more responsive answer,
5 technically she could say, "Your Honor, I move to strike and ask
6 the witness to answer the question directly." So you'll have to do
7 that, but after she's done, I'll turn it back over to you. Now, and
8 then I'll say, "Miss Canary, what do you wish to explain to me"--
9 so—question and answer—okay? They have--Does that make
10 sense?
11 DEFENDANT: Sure.
12 THE COURT: Okay. They have the burden of proof, so after you're done, they'll
13 be able to respond to anything new you say. Okay? Okay? The
14 main rule is everybody treats everybody with the utmost fairness
15 and courtesy and they do not interrupt each other. Mrs. Mann, you
16 may begin with your evidence.
17 COUNSEL: Thank you. Judge, do you use for plaintiffs A's and B's or 1's and
18 2's?
19 THE COURT: 1's and 2's.
20 COUNSEL: Thank you.
21 THE COURT: Mrs. Canary, you'll be A's and B's if you have anything to submit
22 as evidence.
23 THE COURT: Mrs. Mann?
24 COUNSEL: Thank you. Um, I'd like to call my first witness, which is Tracy
25 Knecht. (Witness 1)
26 THE COURT: Miss Knecht, will you—did I swear you both in already?

1 COUNSEL: No you did not.
2 THE COURT: Miss Canary and Miss Knecht, please raise your right hands.
3 COUNSEL: I have one other witness, too, do you want me to have her...
4 THE COURT: Young lady go ahead raise your right hand. Do each of you swear
5 or affirm under the penalties of perjury anything you say will be
6 the truth, the whole truth, and nothing but the truth?
7 ALL PARTIES: I do.
8 THE COURT: Mrs. Mann.
9 COUNSEL: Tracy, can you please state your first and last name and spell both
10 your names for the record?
11 WITNESS 1: Tracy, T-R-A-C-Y. Last name is Knecht, K-N-E-C-H-T.
12 COUNSEL: Thank you. And did you hire Angel Canary for photography
13 services for your daughter's wedding?
14 WITNESS 1: Yes, ma'am.
15 COUNSEL: And what's your daughter's name?
16 WITNESS 1: Jordan, J-O-R-D-A-N. Last name is—it was—Knecht, K-N-E-C-
17 H-T, but it's now Herron, H-E-R-R-O-N.
18 COUNSEL: And is Angel Canary here in the court today?
19 WITNESS 1: She is.
20 COUNSEL: Okay.
21 DEFENDANT: Can I object at all?
22 THE COURT: Yeah.
23 DEFENDANT: Cause that's where I'm confused. She hired my company. I am not
24 the entire three people—company, so that's why I'm confused—is
25 she said she hired me, but she hired my company.

1 THE COURT: Okay, could you clarify your question, Mrs. Mann? Who was
2 hired? Was it a corporation or was it Miss Canary?
3 COUNSEL: As of today and how I see it, it is Angel Canary. That is who I'm
4 suing.
5 DEFENDANT: The contract...
6 COUNSEL: So, we can—we will get...
7 THE COURT: You need to introduce the contract, Miss Canary, when it is your
8 turn. Alright, you may continue.
9 COUNSEL: Thank you. And how did you find Angel Canary?
10 WITNESS 1: Actually a couple of different ways. Um, she was referred to me
11 from another photographer who was actually booked for the
12 weekend that I was looking for. Uh, I did research and, uh, another
13 friend of ours had used her.
14 COUNSEL: And then did you go on-line to her website and pick out a wedding
15 photography package?
16 WITNESS 1: Yes.
17 COUNSEL: And was that package called the Laswoon...Laswoon Package?
18 WITNESS 1: Actually, we met with her...
19 COUNSEL: Okay.
20 WITNESS 1: And that's when it was picked.
21 COUNSEL: So, you were in person with her and then you picked this package?
22 WITNESS 1: Correct.
23 COUNSEL: Okay. I'm going to show you what's been marked as Plaintiff's
24 Exhibit 1. And can you tell me if these were the...
25 WITNESS 1: This is part of it. I don't have access to the rest...

1 COUNSEL: I understand that, but is, what is on here, the LaSwoon Package
2 before you customized it?
3 WITNESS 1: Correct.
4 COUNSEL: Okay. Judge, we would like to enter Plaintiff's Exhibit 1.
5 THE COURT: Okay. Has Miss Canary received that?
6 COUNSEL: She has not. There's a few things I haven't made copies of.
7 THE COURT: No problem. Let her look at that.
8 UNRELATED CASE CALLED.
9 THE COURT: Any objection, Miss Canary?
10 DEFENDANT: Um, I'm trying to figure out where this was pulled from because
11 the package is inserted in the contract, so I'm making sure it
12 matches in there. Yeah, this is the same package.
13 THE COURT: Okay, so do you have any objection to that?
14 DEFENDANT: No, because if this, the three people involved...
15 THE COURT: Plaintiff's Exhibit 1 is admitted without objection. You'll get a
16 chance to comment of that in your case-in-chief. Okay?
17 COUNSEL: Now, did there come a point in time prior or after you met with
18 Angel that you customized this package?
19 WITNESS 1: Yes.
20 COUNSEL: And did you customize it to include some additional parent
21 albums?
22 WITNESS 1: Yes.
23 COUNSEL: And did you agree to pay \$1,000.00 over the traditional package
24 amount for those albums?
25 WITNESS 1: That was be—that was in one of the packages prior to moving it up
26 to that package. In that package the parent albums were included

1 and, uh, the engagement album was included and the bridal album
2 was included. So, uh, we waived the money and we upped the
3 package and all of that was included. She sent the email telling me
4 that if they—if I did not purchase the package where they were
5 included, she would charge me a \$1,000.00 for the parent albums.
6 COUNSEL: Okay, and then, then, did you agree on a price for that package
7 then?
8 WITNESS 1: Uh, the one that I paid her for was—oh—I think it was over
9 \$8,500.00 almost \$8,600.00.
10 COUNSEL: Were you invoiced for that?
11 WITNESS 1: Yes. I paid it.
12 COUNSEL: I'm going to show you what's been marked for purposes of
13 identification as Petitioner's Exhibit 2. Is that the invoice that you
14 received?
15 WITNESS 1: Yes it is.
16 COUNSEL: And is that the amount that you paid for the services?
17 WITNESS 1: I paid for it in full. Yes, ma'am.
18 COUNSEL: The, um, plaintiff would move to admit Plaintiff's 2 into evidence.
19 DEFENDANT: Again, I—it's not in the contract, so I don't know...
20 THE COURT: Alright, so what's your objection to?
21 DEFENDANT: I don't recognize that. That's from a client website. I just have the
22 contract.
23 THE COURT: So you're saying you didn't, uh, that you didn't enter into that
24 agreement?

1 DEFENDANT: That is just an invoice which just says that it's customized. It
2 doesn't have any specifics in there. It's vague. The contract has
3 everything in it. The price, what it includes...

4 THE COURT: So you're saying this is redundant? You're response?

5 COUNSEL: Judge, if I can clarify just a bit. We asked for the contract and did
6 not receive it, so the first exhibit is for the package that she's
7 indicated that is in the contract. This shows that my clients paid for
8 that.

9 THE COURT: Then I'll admit Petitioner's Exhibit 2 showing they paid the
10 balance owed to Miss Canary....

11 COUNSEL: Thank you.

12 THE COURT: ...over, uh, the defendant's objection.

13 COUNSEL: So you paid \$8,547.00, um, in full prior to the wedding of your
14 daughter, correct?

15 WITNESS 1: Yes, ma'am.

16 COUNSEL: And that wedding took place on September what?

17 WITNESS 1: Uh, 12th....of 2015.

18 COUNSEL: Okay. And how did you pay her for the services?

19 WITNESS 1: Checks.

20 COUNSEL: Okay. And did she offer you a \$100.00 cash bonus if you used the
21 videographer of her choice?

22 WITNESS 1: She, uh, posted on her Facebook account that she would pay her
23 clients \$100.00 if, uh, they allowed her to pick her own
24 videographer because she needed someone that she could get along
25 with.

1 DEFENDANT: I do object to that. That is irrelevant to her. I posted that after I
2 booked with her. It has nothing to do with her.
3 THE COURT: Why is that relevant to your client, Counsel?
4 COUNSEL: Judge, I believe it goes to the fact that she paid for services and
5 this is a contract for services. This was part of that. She put that out
6 there...
7 THE COURT: I'll overrule the objection. I'll make that over the defendant's
8 objection. You may continue.
9 COUNSEL: Thank you. And I'm showing you, um, what's been marked for
10 purposes of identification, Plaintiff's Exhibit 3. Is that the post that
11 you were just testifying to?
12 WITNESS 1: Yes, ma'am.
13 COUNSEL: Petitioner would move to admit exhibit 3 into evidence.
14 DEFENDANT: Then I object to anything from on-line. I don't—I've been in a
15 court case where someone falsified a Facebook and my Facebook
16 accounts have been hacked and dissolved, so I have no idea if that
17 is accurate.
18 THE COURT: I'll sustain the objection for exhibit 3.
19 COUNSEL: And did you use a videographer of her choice?
20 WITNESS 1: Yes.
21 COUNSEL: Okay. And did you ever receive that money?
22 WITNESS 1: No.
23 COUNSEL: Okay. Did she attend and photograph and record your daughter's
24 wedding?
25 WITNESS 1: Yes.

1 COUNSEL: Okay. And based upon the package that you bumped yourself up
2 to, um, did you receive everything that you've paid for?
3 WITNESS 1: No, we did not.
4 COUNSEL: Did you ever try to contact her regarding not receiving the
5 products that you paid for?
6 WITNESS 1: Endless amount of times.
7 COUNSEL: In what ways did you try to contact her?
8 WITNESS 1: We contacted her through email. I--I couldn't even give you the
9 number, uh, of times, with multiple auto-reply responses. She does
10 everything by email and social media.
11 COUNSEL: And did you try to contact her through her Facebook?
12 WITNESS 1: Yes.
13 COUNSEL: And had that been a standard way that you would communicate
14 with her?
15 WITNESS 1: Yes.
16 COUNSEL: From the moment that you met her?
17 WITNESS 1: Yes.
18 COUNSEL: Okay. And did you try to telephone her?
19 WITNESS 1: Yes.
20 COUNSEL: Okay. And what would happen when you would try to call her?
21 WITNESS 1: She shut down all of her social media sites. Ev--uh--all three
22 phone numbers, uh, were bad. Uh, we had—we had absolutely no
23 way to contact her. She was, uh, not responding by email.
24 COUNSEL: And were there certain times when you were able to get in touch
25 with her and she would actually respond to you?
26 WITNESS 1: Yes.

1 COUNSEL: Okay. And when you would contact her about these things, did she
2 say that she would add additional services, um, to help, um, with
3 your dissatisfaction?
4 WITNESS 1: Yes.
5 COUNSEL: What--what are some of the things that she said that she would do
6 in addition to the package that, um...
7 DEFENDANT: Do I object or just wait because what she's saying is A: some
8 wrong things and B: she just said she couldn't get ahold of me,
9 now she's saying she could.
10 THE COURT: Now those will be things that you would—that would be a factual
11 objection—not legal—you will be fully and fairly heard on that in
12 your case-in-chief—so you don't need object. And so, or if you do
13 object, I'll overrule it and say it's factual and we'll address that in
14 your case.
15 DEFENDANT: Okay.
16 THE COURT: Counsel, any other questions?
17 COUNSEL: Yes. Did she indicate to you that she would give you a full-length
18 video?
19 WITNESS 1: Yes, ma'am.
20 COUNSEL: Okay. That wasn't part of your package but she offered to do that
21 for you?
22 WITNESS 1: Correct.
23 COUNSEL: And she did that through email?
24 WITNESS 1: She did it through email, yes.
25 COUNSEL: Okay. And did she also do it through Facebook?
26 WITNESS 1: Yes, ma'am.

1 COUNSEL: And is that the only thing that she agreed to add on to your
2 package?
3 WITNESS 1: No, she off—she offered us, uh, clips—highlight clips of speeches
4 and, uh, various things that went on, uh, funny clips that went on
5 throughout the wedding and the reception.
6 COUNSEL: I'm going to show you what's been marked for purposes of
7 identification as Petitioner's 4 and 5. Is Petitioner's Exhibit 4 an
8 accurate copy of emails that were sent regarding the videos?
9 WITNESS 1: Correct.
10 COUNSEL: Okay. And is Petitioner's 5 an accurate representation of the toasts
11 and the other things that you were talking about?
12 WITNESS 1: Right, the toasts, the highlight clips of speeches. Yes, ma'am.
13 DEFENDANT: So, I would call on objection. Our contract clearly stated
14 modifications must be made via the contract addendum and signed
15 by both parties, so these emails are irrelevant.
16 THE COURT: Okay. And I'll overrule the objection and admit that with that
17 being that's an important factual evidence and may be received.
18 Alright.
19 DEFENDANT: Again, these are Facebook and I have no way to know that that's
20 accurate.
21 THE COURT: If you say that's not accurate, I need to hear that in your case-in-
22 chief. Um, so what is she asking for, uh, the value of the money
23 that wasn't provided for or is she saying that, uh, what was done
24 was improperly done and she needs to be reimbursed for that?
25 What's the amount and value of this?

1 COUNSEL: She would like to have a refund of her money because the services
2 weren't provided to her.
3 THE COURT: But the additional services that, uh, by this agreement because...
4 COUNSEL: Well, there are other ser—the services from that package--also
5 some of those weren't provided as well.
6 THE COURT: Okay. What wasn't provided for in the package? So—it wasn't that
7 is was done poorly, it was just that it wasn't provided? Correct?
8 COUNSEL: Correct.
9 THE COURT: And what wasn't provided? What was that amount?
10 COUNSEL: I'm just going to ask her that...
11 THE COURT: Okay. Alright.
12 COUNSEL: ...to be very specific, but the reason why I'm adding Plaintiff's
13 Exhibits 4 and 5 is to show that she's the one that modified this
14 contract to include these.
15 THE COURT: But additionally?
16 COUNSEL: Yes. Okay? Okay. So, Tracy, let's get, let's just go specifically on
17 what, what haven't you received from Angel regarding this
18 wedding?
19 WITNESS 1: We never received the en--the engagement album that she said she
20 would start on. We never received the bridal album, wedding
21 album. We never received the two parent albums.
22 COUNSEL: Okay. So you have a bridal album?
23 WITNESS 1: No. The bride and groom have never gotten an album.
24 COUNSEL: Okay. The two parent albums?
25 WITNESS 1: The two parent albums.
26 COUNSEL: And what did you say was the third thing?

1 WITNESS 1: Just the, uh, the other was the bridal albums, yeah, the engagement
2 album.
3 COUNSEL: Thank you. Okay. Did she also restrict access to any on-line
4 galleries that you had?
5 WITNESS 1: Uh, yes, um, she took them all down except for the past gallery.
6 She wasn't able to do that because I paid for that one to stay up,
7 uh, for like 10 years.
8 DEFENDANT: I object to that completely. How do you? That makes no sense.
9 THE COURT: Overruled.
10 COUNSEL: Okay. Were you under any impressions whatsoever that she was, at
11 the time that you first talked to her, ever, um, acting as a limited
12 liability company or what's called an LLC?
13 WITNESS 1: Never.
14 COUNSEL: Okay. Did she ever indicate to you in any way, shape, or form that
15 she was an LLC?
16 WITNESS 1: No.
17 COUNSEL: Okay. And after June, no after March of 2016, did she continue to
18 have contact with you at all?
19 WITNESS 1: Yes, by email.
20 COUNSEL: Okay. And still trying to work on—telling you that she was getting
21 stuff done, but never getting these products to you?
22 WITNESS 1: Correct. Um, the lack of uh, being able to communicate with her
23 up and after June when she got angry over us asking about the
24 video.

1 COUNSEL: Okay. And so, as a matter of fact, Plaintiff's Exhibit 1 and
2 Plaintiff's Exhibit 2, neither of those indicate on there that there is
3 an LLC attached to Angel Canary's name, right?
4 WITNESS 1: No.
5 COUNSEL: Her Facebook page is Angel Canary. Correct?
6 WITNESS 1: Correct.
7 COUNSEL: Not Angel Canary, LLC?
8 WITNESS 1: Correct.
9 DEFENDANT: I object. I don't have a Facebook page.
10 THE COURT: Okay. I'll show that as factual. You just need to present that
11 evidence quickly and concisely when it's your turn. Now what
12 wasn't provided was the two parent, uh...
13 COUNSEL: Two parent albums...
14 THE COURT: Two parent albums, the engagement...
15 COUNSEL: ...and the bride and groom album.
16 THE COURT: ...and the bride and...what, what's that called under the
17 Petitioner's Exhibit 1, bride and groom unlimited wedding day?
18 COUNSEL: It might be on the--I'm not sure how it's officially listed on there,
19 Judge. It might be on the exhibit.
20 THE COURT: Okay. And then I'm going to ask what's the value of each of those
21 three things?
22 COUNSEL: It would—I would--the bride and groom? Is that what you're
23 asking for, Judge? I'm sorry.
24 THE COURT: You got the two parent albums, the engagement photo session was
25 not provided, and there was a third thing.

1 COUNSEL: The engagement session, the bride and groom, and the two parent
2 albums weren't on this...yeah they are.
3 THE COURT: Do you know what their value is? I'm sorry to expedite it, but I do
4 have to...
5 COUNSEL: No, you're fine. The, the only value at this point that we know of,
6 um, from her herself is that the two parent albums are worth
7 \$1,000.00 apiece. So...
8 THE COURT: That's \$2,000.00. You never received that?
9 COUNSEL: Right. So we're assuming...
10 THE COURT: And then the other two things?
11 COUNSEL: ...that that would be about the same for the other two.
12 THE COURT: So you are asking for \$4,000.00?
13 COUNSEL: We're asking, yeah, correct.
14 THE COURT: Okay. So you want a refund of \$4,000.00 because you paid for
15 those items and did not receive them?
16 COUNSEL: Yes, Judge.
17 THE COURT: Okay. Anything else, Counsel?
18 COUNSEL: Judge, I have, depending on what you want to see, I have, you
19 know, stacks of emails that show her, um, communication. To me
20 they go towards this argument that-- that which she presented in
21 her motion to dismiss regarding who I'm suing. To us it's obvious
22 that, you know, she was not acting under her LLC. She was acting
23 as an individual. There is nothing to indicate that...
24 THE COURT: Okay. If you wish to present those, you can.
25 COUNSEL: Okay.
26 THE COURT: While you are doing that, I'm going to call another case.

1 COUNSEL: That's fine.
2 UNRELATED CASE CALLED.
3 COUNSEL: Judge, the plaintiff would move to admit Petitioner's Exhibit 6, 7,
4 and 8. Petitioner's Exhibit 6 are emails from 2014--7, emails from
5 2015—and exhibit 8, emails from 2016. I do have copies for the
6 defendant.
7 DEFENDANT: And I still object to those. I have no way to know if those have
8 been modified.
9 THE COURT: Look at those and if you're saying somebody else did that, you
10 present the evidence to that affect that they're fake. Tell me why
11 and how and I'll show that's a factual issue. So, I'll admit that over
12 your objection and you can address that in your case-in-chief.
13 That's not a legal issue. That's a factual, whether or not you
14 engaged in those discussions or not. Alright, any other questions?
15 COUNSEL: I do. I have one more exhibit in going towards this LLC-- is I am
16 not admitting this for the content of it. I'm just strictly admitting it
17 to show that she was doing business after 2016 as herself, okay?
18 That's Plaintiff's Exhibit 9. I do not have a copy, but it is...
19 THE COURT: Show that to Miss Canary.
20 DEFENDANT: What is it?
21 COUNSEL: It's a review, so, and they're not admitting it for the content.
22 They're just admitting it for the date.
23 DEFENDANT: That's—I have no control who writes reviews, much less years
24 later. I have no idea what it even is.
25 THE COURT: I'll admit that over your objection. Alright.
26 COUNSEL: Did she ever tell you that she was going out of business?

1 WITNESS 1: No, she did not.
2 COUNSEL: Did she ever tell you that she was dissolving her company and that
3 she needed to give you a refund because she did not provide
4 services to you?
5 WITNESS 1: No, we--we didn't—the money wasn't the issue. The footage is
6 invaluable to us. All we wanted was the footage. I even offered...
7 DEFENDANT: I...
8 WITNESS 1: ...to pay her to put them on a disk...
9 THE COURT: Miss Canary, you have to wait 'til she's done.
10 WITNESS 1: ...and I would have someone else do it. It—that—yeah, it's been
11 exhausting.
12 DEFENDANT: It's irrelevant.
13 COUNSEL: Okay. Alright.
14 THE COURT: I'll overrule the objection as to relevancy. Any other questions,
15 Mrs. Mann?
16 COUNSEL: Let's see...I do not believe I have any questions at this time.
17 THE COURT: Okay. Do you have any questions for her? Only questions for the
18 witness. Do you have questions for the witness?
19 DEFENDANT: I do for the witness.
20 THE COURT: Okay. What's your question for the witness? You need to direct
21 that question to the witness. Like what did you do...
22 DEFENDANT: When you met with me, you claim you did not know it was a
23 business. Do you not recall me telling you I was an established
24 business and I had insurance?
25 WITNESS 1: No, you never said that to me.

1 DEFENDANT: I did. Also, did you, you stated that you didn't have access to the
2 contract, that as you were aware, was available on-line with the
3 two you turned in—for three years.
4 WITNESS 1: No, you dismantled it. You took it all down. You took access...
5 DEFENDANT: I do not own...I do not own
6 THE COURT: You can't talk at the same time. You have to give her a chance to
7 answer the question then you can respond with anything else you
8 wish to say, Mrs. Knecht.
9 WITNESS 1: Do you want--are you gonna let me answer?
10 THE COURT: Yes. You need to go. The court is telling you to answer.
11 WITNESS 1: Okay. Yes, ma'am. You, you, you dismantled our entire client data
12 base. We have access to nothing.
13 THE COURT: Do you have any other questions for her?
14 DEFENDANT: And again, how do you come to that decision that I dismantled
15 shoot queue?
16 WITNESS 1: It's gone.
17 DEFENDANT: The company, Shoot Queue?
18 WITNESS 1: You dismantled it after we tried to access it with the password.
19 DEFENDANT: How?
20 WITNESS 1: It's gone.
21 DEFENDANT: The question was how do you know I did this?
22 COUNSEL: Judge, I think that she has answered the question.
23 WITNESS 1: I've answered it. It's gone.
24 THE COURT: Just a second, folks. It's been asked and answered.
25 DEFENDANT: I'm confused.
26 THE COURT: Do you have any other questions for her on redirect?

1 COUNSEL: I just have a couple more redirect and that's it.
2 THE COURT: Very quickly and concisely.
3 COUNSEL: Okay. Um, Tracy, were you—did she take down her Facebook
4 page?
5 WITNESS 1: Yes, ma'am.
6 COUNSEL: And did she take down any other way that you were able to reach
7 her through social media?
8 WITNESS 1: She took everything down. I was able to get a copy of a thing she
9 posted on her blog and that's it.
10 COUNSEL: Okay. And then on these, um, accounts that you were talking—you
11 were talking about regarding the shoot queue and those things, you
12 tried to gain access by changing your password and then you were
13 always denied that access from that, correct?
14 WITNESS 1: Correct.
15 COUNSEL: Okay. Those are all the questions I have, Judge.
16 DEFENDANT: And the other question...
17 THE COURT: Just a second. It will be your turn in just a second. It will be your
18 turn in just a second and then you get to talk. Alright, Mrs. Mann,
19 do you have another witness or are you done?
20 COUNSEL: I, I think I'm done.
21 THE COURT: Okay. Miss Canary, now you can, uh, respond as to, uh, did you
22 provide them all the services that you contracted? Did you give
23 them everything that said?
24 DEFENDANT: Uh, I did. Here is the copy of the contract. I assumed she would
25 have given it you, but she did not. I—it clearly states in here and
26 they were told by me in person, as each client was, that they have

1 90 days after the gallery to choose their photos. And that is in here
2 and I emailed them as well. As far as they...
3 THE COURT: Let me interrupt you. Just a second. So you're saying—you wish—
4 well...
5 DEFENDANT: How did...
6 THE COURT: Just a second. So you're saying, uh, those items they didn't receive
7 is because they didn't respond within 90 days?
8 DEFENDANT: It was in the contract.
9 THE COURT: That's what you're saying. Yes.
10 DEFENDANT: I, uh, here and they...
11 THE COURT: You want to hand that contract to Mrs. Mann and see if she has
12 any objection.
13 DEFENDANT: This is my only copy.
14 THE COURT: If you don't want the court to receive it? You don't want the court
15 to review it then?
16 DEFENDANT: Yes, I will let you have this.
17 THE COURT: We'll have it for 30 days, but we'll give it back to you.
18 DEFENDANT: Who do I give...
19 THE COURT: Well, whatever you wish to introduce that you're saying is the
20 contract.
21 DEFENDANT: Yes.
22 THE COURT: We'll keep that for 30 days cause you have 30 days to appeal from
23 what I decide then you get it back in 30 days if you didn't make
24 copies.
25 DEFENDANT: Great. Here it states...
26 THE COURT: But if you want to give that to Miss Mann—that's the contract?

1 DEFENDANT: How, how do you see it?
2 THE COURT: I'm totally lost to what you're saying there.
3 DEFENDANT: How do you...
4 THE COURT: Is this the contract?
5 DEFENDANT: Yes.
6 THE COURT: Well, after she—you hand it to me and then I keep—we keep it.
7 DEFENDANT: Okay.
8 THE COURT: For 30 days. Do you have an objection?
9 COUNSEL: Is this the copy of exactly what you have?
10 DEFENDANT: Yes.
11 THE COURT: Okay, so that's, that's the Plaintiff's Exhibit 1?
12 DEFENDANT: Yes.
13 THE COURT: Well, then I don't need to see this.
14 COUNSEL: No, it's not.
15 DEFENDANT: That's the actual contract.
16 COUNSEL: I've never seen this before.
17 THE COURT: Okay. Review that and see if you have an objection.
18 COUNSEL: I just want to make sure is this the exact papers that you have over
19 there that you are saying that you didn't want to give to the court?
20 Is this the copy of...
21 DEFENDANT: Yes, mine are highlighted with my notes.
22 COUNSEL: Okay. Okay.
23 DEFENDANT: But that was in the shoot queue with the invoice. That's where I
24 got it from.
25 COUNSEL: My--Judge, I'm gonna object to this. This—and this is the reason
26 why—it says 1 of 6 pages and I have page 1 of 6, page 4 of 6, and

1 page 5 of 6. I don't have any place where there's a signature, um,
2 or anything to...

3 THE COURT: Do you have the full contract?

4 DEFENDANT: I have my copy with my highlights and notes.

5 THE COURT: Okay, you either—it's your choice—but I'm gonna sustain the
6 objection, though I need that copy cause it's not a full contract. It's
7 just a partial...it's totally up to you if you don't want this...

8 DEFENDANT: I didn't...

9 THE COURT: ...just a—just a—I like and respect you, okay? Let me finish and
10 then you respond. Does that make sense? Um, so, uh I'm gonna
11 sustain the objection because this is not a full contract. It's up to
12 you rather you wish to introduce the full contract or not. We will
13 keep it for 30 days. After 30 days, you can get it back if you
14 haven't provided copies. If you don't want to introduce it, you can
15 refer to it and use it that way. It's up to you.

16 DEFENDANT: Well, considering her whole thing is based on the contract, I would
17 think my legal right would be to use the contract. I came early to
18 make copies and they sent me upstairs to the wrong room. Because
19 I was gonna make a copy of this—cause of my highlights. They
20 signed me in under suspended license and, and whited in my name
21 out.

22 THE COURT: Alright. I like you and respect you. I don't what—that—that may
23 be totally different things than—but, but the init... (sigh)

24 DEFENDANT: They did...sorry my brain jumps.

25 THE COURT: You're fine. The only thing I'm trying to do is make sure that we
26 don't talk at the same time. Okay? So, what I'm just saying is it's

1 up to you, uh, I'm not gonna take a recess at this time for you to go
2 to the Clerk's office on the second floor and pay for copies. So, if
3 you want to introduce it, we will keep it for 30 days then you can
4 get it back. If you don't want to introduce it, you can refer to it and
5 get it in that way. It's up to you, but I can't give you legal advice.
6 DEFENDANT: I would like to make copies because it's very important.
7 THE COURT: And I'm not going to do that. I'm not going to make copies at this
8 time. It'd be either—you're choices are, you either introduce it.
9 We keep it for 30 days then you get it back. Or refer to it in your
10 case-in-chief and you keep it.
11 DEFENDANT: I thought you said recess?
12 THE COURT: No. I didn't say recess in regard to this, so you to, uh, cop—you
13 need to make a choice on that issue. What do you wish to do?
14 DEFENDANT: Well, if I—whatever you need me to do to use it today.
15 THE COURT: Just go ahead and proceed. You can use it today. Proceed.
16 DEFENDANT: How?
17 THE COURT: You won't need to introduce it. You can just refer to it and say,
18 "This is what the contract said. She signed it." and do it in that
19 manner. However you wish to do it, but you have to do it.
20 DEFENDANT: I'm sorry. I'm not...
21 THE COURT: Or you can move to show it to Miss Mann. We'll keep it for 30
22 days and you will get it back after 30 days. Those are your choices.
23 DEFENDANT: Fine, as long as I can submit it as evidence.
24 THE COURT: Okay, again, if that's what you want to do, show that to Mrs. Mann
25 and that will Defendant's Exhibit B.
26 COUNSEL: I have no objection to it being admitted, Judge.

1 THE COURT: Okay. Defendant's Exhibit B is admitted. Thank you very much.
2 Alright, you may proceed.
3 DEFENDANT: Well, I will try. That was my notes.
4 THE COURT: You can refer to that for your notes. We will just to have it at the
5 end—if you need this. Miss Canary? Do you need this to present
6 your case? Then you got to give it back to us at the end of the case.
7 And I am going to ask you to expedite a little bit as well.
8 DEFENDANT: The whole purpose of the contract is under 19 miscellaneous,
9 which is the copy I give, it clearly states any modifications to the
10 contract must be in writing and signed by both parties.
11 THE COURT: Is there anything in the contract that says if they don't react—if
12 they don't respond within 90 days, they don't get certain services
13 they paid for?
14 DEFENDANT: Yes.
15 THE COURT: Where is that?
16 DEFENDANT: It is in section 10. It says if the package includes any products, the
17 product credit will remain in place for 90 days. Album and file
18 selections should be made by clients within 90 days of the on-line
19 gallery release to receive the product. And they were notified via
20 email.
21 THE COURT: Okay. Anything else?
22 DEFENDANT: The reason she could not get in touch with me with Facebook was
23 because they were blocked because I felt they were harassing me,
24 and then her husband starting harassing me. And it says in section
25 20 that at any time, for any reason, inappropriate behavior, speech,

1 harassment I can withdraw my services from them and I chose to
2 do so.

3 THE COURT: So you're saying that allowed you to—you're saying 10 and, uh,
4 20 allowed you not to provide them with, uh, uh, products that they
5 paid for—is that correct?

6 DEFENDANT: And services because the albums would have been designed. I
7 would have had to have kept working with them on a verbal basis,
8 but they—expired. And every client was told in person before they
9 booked, by me, for years.

10 THE COURT: Okay. Any questions?

11 COUNSEL: I do, Judge. Ma'am what husband are you speaking of when you
12 say husband?

13 DEFENDANT: I'm sorry. The groom listed in the contract.

14 COUNSEL: Okay, so the groom—and Judge I believe this is part of my, um,
15 plaintiff's exhibits, the emails—Ma'am, um, isn't it true that the
16 groom has sent you one email and that was an email requesting
17 that after a year that those products be delivered to them and that
18 you complete that product?

19 DEFENDANT: No, there was many, many emails from him demanding that I had a
20 firm deadline when I told him per contract there was no turn over
21 date.

22 COUNSEL: Where are those emails?

23 DEFENDANT: I don't have any of those because they are not relevant to the
24 contract. The contract is a contract...

25 COUNSEL: Okay. And then on...

1 THE COURT: Wait a minute. Let her finish the question—answer the question.
2 You may continue.
3 COUNSEL: Are you done answering the question?
4 DEFENDANT: I did not understand what he said.
5 THE COURT: What I said was I thought you were still talking when Miss Mann
6 started on her next question. Very mindful. You may continue,
7 Miss Mann.
8 COUNSEL: Thank you. You never provided them the parent albums, correct?
9 Yes or no.
10 DEFENDANT: All albums, credits were expired.
11 COUNSEL: Okay. So is that a yes or is that a no?
12 DEFENDANT: What?
13 COUNSEL: Did you provide Tracy Knecht with two parent albums?
14 DEFENDANT: No.
15 COUNSEL: Did you provide Tracy Knecht with any bride and groom album?
16 DEFENDANT: No.
17 COUNSEL: Did you provide any engagement album to Tracy Knecht?
18 DEFENDANT: No.
19 COUNSEL: Did you provide her a full-length video that you promised her?
20 DEFENDANT: I provided what was in my contract which was a highlight video
21 more than twice as long as stated I would deliver. Yes, I delivered
22 a video.
23 COUNSEL: Did you deliver a full-length video?
24 DEFENDANT: Yes, I did deliver an 8 minute video. The contract says 3 to 5.
25 COUNSEL: I understand that. Do you recall having a conversation...
26 DEFENDANT: I do not recall most conversations after booking.

1 COUNSEL: All those exhibits that you have not looked at...

2 DEFENDANT: I will not...

3 COUNSEL: ...those conversations are in there.

4 DEFENDANT: ...look at those because it's irrelevant to the contract.

5 COUNSEL: Can you show me on your contract, which I believe is now, is it

6 Defendant's Exhibit B?

7 THE COURT: It is. She has it.

8 COUNSEL: What—how—how did you sign that contract?

9 DEFENDANT: Electronically.

10 COUNSEL: What does it say...

11 DEFENDANT: The shoot queue is listed Angel Canary LLC...

12 COUNSEL: Can you show that to me...

13 DEFENDANT: ... and I also told her in the payments that the company name was

14 Angel Canary LLC. Had I known, I would have found that email

15 for you.

16 COUNSEL: Can you show me on the contract that is in your possession right

17 now, where it says LLC?

18 DEFENDANT: I know a lawyer drafted this up and it says photographer and

19 photographers. And it says company. The first word it says is its

20 company.

21 COUNSEL: May I see that?

22 DEFENDANT: I know that's why it's...

23 COUNSEL: What does that say?

24 DEFENDANT: Angel Canary. The name of the company was Angel Canary LLC.

25 So, that has nothing to do with that.

1 COUNSEL: Judge, I don't have any further questions other than to add to that
2 list of things that were not provided, um, that there was a full-
3 length video that was promised. And, I know you don't want to go
4 through this right now, but in all of those emails it does talk about
5 her extending that deadline to give them additional time to look at
6 pictures. It talks about, um, conversations that in June of 2016 she
7 was still working on stuff and getting them to the Knechts to, to
8 have. So, I know in the interest of time you are not wanting to go
9 through all that, but you do have all of the conversations in our
10 exhibits.
11 DEFENDANT: And you should...
12 THE COURT: Do you have further questions of Miss Canary?
13 COUNSEL: I do not.
14 THE COURT: I do. Miss Canary, would you ever give them notice or document
15 that do to rude behavior you were ending all services and keeping,
16 uh, and not providing...
17 DEFENDANT: They—they...
18 THE COURT: Did you ever do that?
19 DEFENDANT: Yes, they were—that's...
20 THE COURT: Where is the documentation for it?
21 DEFENDANT: I don't have any access to Facebook. Someone hacked into my
22 accounts and they deleted them.
23 THE COURT: Any questions on the court's questions?
24 COUNSEL: I do not.
25 THE COURT: Any other evidence, Mrs. Canary?

1 DEFENDANT: Um, like I said the contract—she is saying she didn't know it was
2 with a company, but she submitted a review on-line. All of my
3 reviews, all of the publications, she even saw in person, clearly
4 state Angel Canary Photography or whatever these people put on
5 there, they knew it was a company. The company was dissolved
6 because I had four strokes, and I was not the sole owner.

7 THE COURT: Alright, I need that exhibit.

8 DEFENDANT: Oh, I'm sorry.

9 THE COURT: That's—you're very fine.

10 COUNSEL: Judge, can I add one thing...

11 THE COURT: Yes.

12 COUNSEL: ...based on...

13 THE COURT: A remaining argument or a rebuttal or?

14 COUNSEL: Just off-- based on what she said.

15 THE COURT: Okay.

16 COUNSEL: Regarding the LLC, Indian Code 23-18-2-8 states that the name of
17 each limited liability company as set forth in its articles of
18 organization must contain the words "limited liability company" or
19 either of the following abbreviations: L., L.C., or LLC.

20 DEFENDANT: Well, I....

21 THE COURT: Just a second, just a second, Miss Canary. Anything else as far as
22 argument or rebuttal?

23 COUNSEL: Judge, I can—just briefly, she's obviously, from our evidence,
24 acting as herself. This company can't have a company and go and
25 act individually and then when you are sued you hide behind that
26 company. She's clearly acting as her own person, so I don't

1 believe that that has any merit. Tracy Knecht obviously paid a lot
2 of money for services and products. She didn't get half of what she
3 had access to. And these are memories that they cannot get back.
4 This happens one time and we tried repeatedly to call her to get in
5 contact cause all they really want is the product, but now that they
6 can't have it, then they deserve to have the money back. The LLC
7 is just something for her to hide behind and even if she had it, then
8 she didn't dissolve it properly. She never told them that it was
9 going to be resolved and that, in and of itself, makes her liable as,
10 as an individual to have that. The plaintiffs are entitled to their
11 money back for the products that they did not receive from her.

12 THE COURT: Okay and how much are you asking for?

13 COUNSEL: Judge, with the video—we are asking for \$6,000.00.

14 DEFENDANT: And so it's changed.

15 THE COURT: Alright. Alright, Mrs. Canary...

16 DEFENDANT: So, do I get to talk....

17 THE COURT: Just a second. Whoa, whoa, whoa, whoa, whoa, whoa. Alright now
18 you get to present your argument as to why you believe the court
19 should rule differently.

20 DEFENDANT: Well, on those notes, she just said—memories they can never get
21 back—they received over 4,000 photos. They received a video
22 twice as long as their contract stated. The—They were notified that
23 they were not to contact me and blocked on Facebook. They were
24 notified by email and I know that they got it cause they responded
25 that their credits expired for their albums. They were notified. I

1 had no reason to tell them my business was dissolved is they were
2 no longer clients. That was over a year ago that happened.

3 THE COURT: Alright.

4 COUNSEL: Judge?

5 THE COURT: Yes. Go ahead.

6 COUNSEL: I'm sorry, but I just feel compelled that I have to tell you that
7 everything that she just argued is not in evidence, so that cannot be
8 considered, and, that's all I wanted to say. There's no evidence of
9 anything she argued.

10 THE COURT: Alright. When did you have your—I hate that you had the strokes,
11 Miss Canary.

12 DEFENDANT: I've had four.

13 THE COURT: Have they been here recently, after all this?

14 DEFENDANT: Since last, this past June.

15 THE COURT: It's probably—seeing what I'm going through a wed--my daughter
16 is going through a wedding now and I can tell that's a stressful
17 thing, very stressful, unfortunately. And anyone being in that
18 business you have to—it's a very difficult business to be in, uh,
19 you have to handle it well and do all that—but I'm sorry that
20 you've had the strokes that you've had. There may have been some
21 litigating factors in regards to this, but as best I can tell, uh, and out
22 of equity and fairness, there were items that weren't provided and
23 paid for that you should have provided.

24 DEFENDANT: That...

25 THE COURT: So, I'm gonna find, uh, you can appeal in 30 days...

26 DEFENDANT: I will because...

1 THE COURT: ...and you can...
2 DEFENDANT: ...that contract...
3 THE COURT: That's \$5,000.00 plus \$96.00 in court costs. Good luck to everyone
4 and thank you very much.
5 COUNSEL: Thank you, Judge.
6 DEFENDANT: And the contract for 30 days?
7 THE COURT: We'll have that 30 days. You have 30 days to appeal to a higher
8 court.
9 DEFENDANT: Alright. I will appeal.
10 THE COURT: Alright. And so the 30 days will be up on September 7.
11 DEFENDANT: I'll just have my lawyer do it.
12 THE COURT: Alright.
13 COUNSEL: Thank you, Judge.
14 THE COURT: Thank you all very much.
15
16
17
18 NO
19 FURTHER
20 EVIDENCE
21 GIVEN.
22
23
24
25
26

