



1 YouTube, Facebook, MySpace and Flickr accounts. Plaintiffs failed to prove that the  
2 items were “statements of fact.” Some comments were question. Others were definitely  
3 not statements of fact.

4 (2) Plaintiffs failed to prove that the items posted by Defendant were defamatory.

5 (3) Plaintiffs failed to prove that the items posted by Defendant were false.

6 (4) Plaintiffs failed to prove that Defendant acted negligently in publishing the items.

7 (5) Plaintiffs failed to prove damages. Plaintiffs’ own financials produced in discovery  
8 show increased revenue and not decreased revenue.

9 (6) Plaintiffs failed to prove they are not a limited public figure.

10 2.

11 Plaintiffs failed to prove that Defendant breached a contract. The essential elements  
12 of a breach of contract cause of action that must be proven are, (1) There is a valid  
13 contract; (2) The Plaintiffs performed or tendered performance according to the terms of  
14 the contract; (3) The Defendant breached the contract; and (4) The Plaintiffs sustained  
15 damages as a result of the breach. Plaintiffs failed to prove all four elements of breach  
16 of contract.

17 (1) Plaintiffs failed to prove there was a valid contract. Plaintiffs’ own expert stated in  
18 writing that it was only “probable” that Defendant signed the contract. Expert stated it  
19 was not “strong probable” or “definite identification.”

20 (2) Plaintiffs failed to prove that Plaintiffs performed according to the terms of the  
21 contract. Defendant did not receive training as promised.

22 (3) Plaintiffs failed to prove that Defendant’s behavior would have been considered a  
23 breach of contract. Plaintiffs stated in court that Defendant’s photos and videos did  
24 not defame Plaintiffs, did not share proprietary or copyrighted data. The contract  
25 states that breach of contract would have been if Defendant stated she was trained

1 by Bat World and she didn't finish the program and get a certificate. Defendant has  
2 never stated she was trained by Bat World to others because she wasn't. From the  
3 contract:

4  
5 "In the event that Trainee is notified in writing that Trainee's Certificate of Completion  
6 has been revoked by BWS and Trainee thereafter publishes, advertises or  
7 communicates to any person the fact that Trainee was trained by BWS or is certified by  
8 BWS, then Trainee agrees to pay BWS liquidated damages in the amount of \$10,000,  
9 and all attorney's fees incurred by BWS in enforcing this contract."

10 Defendant never received a certificate of completion as Defendant did not complete  
11 the full two week internship as she left early. No certificate of completion was revoked.  
12 Defendant has never published, advertised or communicated to any person that Trainee  
13 was trained by BWS or is certified by BWS.

14 (4) Plaintiffs failed to prove that Plaintiffs suffered damages. Plaintiffs' own financials  
15 produced in discovery show increased revenue and not decreased revenue.

16 3.

17 Plaintiffs did not show causation. Plaintiffs admitted in court that they had no proof of  
18 damages or that Defendant caused any damages.

19 4.

20 Defendant's Motion for Contempt against Plaintiffs was set to have been heard at  
21 9:00 a.m. on June 11, 2012 before the trial started. The Motion for Contempt was not  
22 heard. Defendant never received all items which the Court ordered Plaintiff to produce.

23 5.

24 Defendant served a legal subpoena to show for trial to Kate Rugroden. Rugroden did  
25 not appear at trial as demanded. This witness was vital to Defendant's case.

6.

The order as signed by Judge William Brigham is overly broad.

- 1 (1) The order demands Defendant to remove items she did not write or make. These  
2 are items “amanda\_lollar\_bat\_world\_sanctuary\_breeding\_bats.pdf,”  
3 amanda\_lollar\_1994\_manual\_original.pdf,” and “mmmm.jpg.” The first is a copy of  
4 Plaintiff’s 1994 manual which is not copyright protected. The second is emails from  
5 Texas Parks & Wildlife about Plaintiffs. The third is a photoshopped image of  
6 Defendant’s face. These items can never legally be defamation against Plaintiff  
7 because Defendant didn’t write or make them.
- 8 (2) The order demands Defendant never post a video Defendant owns of Plaintiff  
9 performing an episiotomy. That would be prior restraint. Copyright and ownership of  
10 video rights were not a part of this case.
- 11 (3) The order demands Defendant to remove items which were not shown to be  
12 defamatory. Every statement in the order is the truth. For example item 1 reads  
13 “They breed animals in the facility.” Plaintiff states in her website, manuals, online  
14 that the bats are breeding in the facility (Exhibit 1). Every item Defendant posted is  
15 the truth.
- 16 (4) The order demands that Defendant remove items which were written by Plaintiff’s  
17 veterinarian, government officials, members of the public and others. Defendant  
18 merely copy/pasted what others wrote including the original documents from where  
19 they came. For example item 31 states “The complaints going back 18 years were  
20 about alleged animal cruelty, animal neglect, violations of the health code and  
21 building and safety regulations.” Defendant posted the results of information act  
22 requests. People have been making written complaints against Plaintiffs for 18  
23 years. The complaints were posted.

24 6.  
25

1 The order includes \$3,000,000 in compensatory damages. Compensatory damages  
2 provide a plaintiff with the monetary amount necessary to replace what was lost, and  
3 nothing more. Plaintiffs did not show any financial damages. They did not prove that  
4 anything was lost. In fact Plaintiffs are making more money than ever before.  
5 \$3,000,000 is excessive.

6 7.

7 The order includes \$3,000,000 in exemplary damages. Exemplary damages are  
8 damages requested and/or awarded in a lawsuit when the defendant's willful acts were  
9 malicious, violent, oppressive, fraudulent, wanton, or grossly reckless. Defendant  
10 posted truthful items about Plaintiffs in order to protect animals and the public. Plaintiffs  
11 proved no malice. Defendant did not act with malice toward Plaintiff but with concern for  
12 the protection of animals and the public.

13 8.

14 The order includes liquidated damages per the contract. Again, Plaintiffs did not prove  
15 the elements of breach of contract. Defendant's actions would never have been a  
16 breach of the supposed contract. The contract clearly states;  
17 "In the event that Trainee is notified in writing that Trainee's Certificate of Completion  
18 has been revoked by BWS and Trainee thereafter publishes, advertises or  
19 communicates to any person the fact that Trainee was trained by BWS or is certified by  
20 BWS, then Trainee agrees to pay BWS liquidated damages in the amount of \$10,000,  
21 and all attorney's fees incurred by BWS in enforcing this contract."

22 Defendant never received a certificate of completion as Defendant did not complete  
23 the full two week internship as she left early. No certificate of completion was revoked.  
24 Defendant has never published, advertised or communicated to any person that Trainee  
25 was trained by BWS or is certified by BWS. This is the only mention of liquidated  
damages and breach in the contract which Defendant still states she did not sign.

1 Therefore, there can be no liquidated damages or attorney's fees as per the supposed  
2 contract.

3 9.

4 The order includes attorney fees in the amount of \$176,700. Again, Plaintiffs did not  
5 prove breach of contract as noted in item 8. Plaintiffs also did not prove defamation.

6 10.

7 Plaintiffs second amended complaint includes a cause of action for defamation per  
8 se. Plaintiffs stated Defendant stated that Plaintiff Lollar gave the human pre-exposure  
9 rabies vaccination to a human. In trial Plaintiff Lollar was asked "so you gave her the  
10 vaccination free of charge?" Lollar replied "yes." Plaintiff was asked "so you gave her  
11 (Sarah Kennedy) the vaccination?" Lollar replied "yes." Plaintiff admitted that she did  
12 indeed give the rabies vaccination to a human. Defendant never stated that Plaintiff  
13 injected a human with the rabies vaccine.

14 11.

15 Defendant believes there is a conflict of interest between Plaintiffs' attorney Randy  
16 Turner and Judge William Brigham. Defendant stated in this court to Judge Bonnie  
17 Sudderth on May 10, 2012 that Randy Turner came up behind her before the May 4,  
18 2011 hearing for temporary injunction. Turner told Defendant paraphrased "I've known  
19 this Judge for years. He'll sign whatever I put in front of him." Judge Brigham did indeed  
20 sign the temporary injunction which Randy Turner wrote that day. That temporary  
21 injunction was void because no bond was posted, it was overly broad, against unrelated  
22 third parties and evidenced prior restraint.

23 12.

24 Defendant believes that Plaintiffs' attorney Randy Turner was not honest in court.  
25 Turner read a quote from a document to the effect "isn't it ironic that Turner's wife is on

1 the ethic's committee when Turner is so unethical." Turner stated to the court and  
2 Defendant that, that was from Defendant's deposition. Then Turner cried. That was not  
3 from Defendant's deposition but an anonymous comment made on an anonymous  
4 article. Defendant believes the false statement and crocodile tears were made to bias  
5 the Judge against Defendant. Therefore a new trial with a new Judge is in order.

6 In support of the allegations set forth in this motion, Movant would direct the Court's  
7 attention to the Affidavit of Defendant Mary Cummins attached to this motion and  
8 incorporated by reference.

9 The granting of a new trial will not prejudice the other parties to this cause.

10 Movant is ready, able and willing to go to trial immediately and no delay, harm, or  
11 prejudice will occur to the other parties as a result of Movant's motion.

12 Movant Defendant Mary Cummins prays that after notice and hearing the judgment  
13 rendered in this cause be set aside and that Movant be granted a new trial.

14 Respectfully submitted,

15  
16 Mary Cummins, Defendant Pro se  
17 645 W 9<sup>th</sup> St, #110-140  
18 Los Angeles, CA 90015-1640  
19 Phone 310-877-4770  
20 Email: [mmmaryinla@aol.com](mailto:mmmaryinla@aol.com)

21 By: \_\_\_\_\_  
22 Mary Cummins, Defendant Pro Se  
23  
24  
25

1 **CERTIFICATE OF SERVICE**

2 I, Mary Cummins, hereby certify that a TRUE COPY of the above **DEFENDANT'S**  
3 **AMENDED MOTION FOR NEW TRIAL AND TO MODIFY COURT ORDER** was served  
4 on the Plaintiffs' Attorney of record by FAX and by FIRST CLASS MAIL at

5 Randy Turner  
6 Bailey & Galyen  
7 1901 W. Airport Freeway  
8 Bedford, TX 76021  
9 Fax: 817-545-3677

10 this 4<sup>th</sup> Day of September, 2012

11 \_\_\_\_\_  
12 Mary Cummins, Defendant Pro se  
13 645 W 9<sup>th</sup> St, #110-140  
14 Los Angeles, CA 90015-1640  
15 Phone 310-877-4770  
16 Email: [mmmaryinla@aol.com](mailto:mmmaryinla@aol.com)



Cause No. 352-248169-10

BAT WORLD SANCTUARY and  
AMANDA LOLLAR,

Plaintiffs,

vs.

MARY CUMMINS,

Defendant Pro se

§ IN THE DISTRICT COURT

§ TARRANT COUNTY, TEXAS

§ 352nd JUDICIAL DISTRICT

FIAT

Defendant's AMENDED MOTION FOR NEW TRIAL AND TO MODIFY COURT ORDER was filed on September \_\_\_\_, 2012. Defendant requests that the foregoing be set for hearing.

IT IS THEREFORE ORDERED that a hearing before this court on said Motion be set for the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. in the 352nd District Court of Tarrant County, Fort Worth, Texas.

Date \_\_\_\_\_.

\_\_\_\_\_  
Judge Presiding