

# PRECLUSIVE JUDGMENTS OF THE COURTS MUST BE HONORED

by Janette Kent

**Preclusive Judgments** of the courts must be honored, obeyed, and upheld so that our judicial and commercial systems will function and maintain any credibility and public confidence. This truth is embodied in the legal term **Res Judicata** (already adjudicated), which is integral to the foundation of our entire legal system. It is clearly no wonder that this legal term is even emblazoned on a wall in the U.S. Supreme Court Building.

**Res Judicata Judgments** of our courts are preclusive and must be upheld for society to operate. *Res judicata* Judgments of the courts resolve the issues between the parties and prohibit the parties -- and persons bound in *privity* with the parties -- from later **re-litigating** the same issues by the same parties or persons bound in *privity*, in another case. This creates finality to the issues and the case: A preclusive Judgment upon which everyone can rely and commerce can proceed. Failure to uphold the court's preclusive Judgments would seriously subvert our judicial and commercial systems. How could commerce proceed if people could no longer rely upon preclusive Judgments? Who could ever rely upon valid Judgments? Such failure would seriously undermine commerce, our social order and the judicial authority of all judges in any court.

That is why my preclusive Judgment (*Final Decree Granting Specific Performance*) and Appellate Court *Affirmance* and *Appellate Judgment* are so important and must be upheld. The losing defendants violated the preclusive Judgments and employed *extrinsic fraud on the court* in their efforts to continue to steal the assets they were ordered to turn over to me. If not corrected, this presents a blatant subversion of our legal, judicial and commercial systems. This also presents a threat to the finality of preclusive Judgments and the credibility of our systems.

## TITLE: TRANSFER OF TITLE BY FINAL DECREE OF OUR COURTS

The Oregon case of *Kent v. Brune, [Kettleberg Estate Personal Representative] A8601-00570* resulted in a preclusive Judgment in my favor, obtained after a long trial in Circuit Court. The Final Decree entered May 23, 1988, bars re-litigation in any other (non-appellate) court. The **Final Decree** was *Affirmed* in my favor by the Court of Appeals and the Appellate Judgment *CA A48711*, published at *97 Or App 691 (1989)*. The only remaining court with jurisdiction regarding the issues in the Final Decree was the Oregon Supreme Court. However, no appeal of the preclusive Judgment was submitted to them. The Final Decree then became *res judicata*.

Because the Final Decree was not appealed to the Oregon Supreme Court, the *de novo per curiam Affirmance and Appellate Judgment* of the Oregon Court of Appeals ended all Title and Possession claims adverse to me. The Final Decree binds the estate (probate), its Personal

Representative Carolyn C. Brune (PR Brune), and its Successor Personal Representative Norman L. Lindstedt (SPR Lindstedt). The Doctrine of *privity* also binds to the same result those adverse title claimants whose title claims were represented by PR Brune as defendant in *Kent v. Brune A8601-00570*. The adverse title claimants so bound include especially Milton Brown (Brown) whose claims were litigated, adjudicated, and defeated in that preclusive case. Brown is a 50% co-owner of the properties, who was also trying to claim Don Kettleberg's 50% interest in the properties and other assets through two forged "buy-sell agreements" which were presented into evidence as Exhibits in the preclusive case. Brown's diversion of income from these properties approximate Brown's monetary interest in the properties themselves. Therefore, a lawyer could ask the court for 100% title, or the monetary value thereof.

The legal definition of a Final Decree states that a ***Final Decree is a Final Judgment*** which resolves all issues (in the case of *Kent v. Brune A8601-00570* they were Title issues) between the parties and those in *privity* with a party. Any orders inconsistent with the Final Decree (other than appellate Judgments, which affirmed the preclusive Decree in my case) are not valid and therefore are not relevant. Moreover, the Final Decree itself specifically prohibits and invalidates any probate orders (or any orders) which are not consistent with the Decree. **A Final Decree is protected by *res judicata, collateral estoppel, issue and claim preclusion*. See Exhibits A, B, C & D at this website for copies of the Final Decree, Findings, Appellate Affirmance and Judgment.**

#### **BROWN'S TITLE CLAIM TO KETTLEBERG ASSETS IS VOID**

Incredibly, however, the defendant PR Brune (who was also Brown's secretary at the time), and her successor SPR Lindstedt, in collusion with Brown in *privity*, continued to try to steal the very assets which the Oregon courts had ordered defendant PR Brune (plus Brown in *privity*) to turn over to plaintiff (Kent) ... forthwith. Through a scheme of ***extrinsic fraud on the court***, Brown proceeded to obtain a subsequent illegal result opposite to the Final Decree. Of course, such opposite result is not consistent with the Final Decree, and is invalid and void.

#### **BROWN'S EXTRINSIC FRAUD ON THE COURT**

***Extrinsic Fraud on the Court subverts our judicial system, creates a mockery and sham of justice, undermines judicial authority, and shatters public confidence in the Rule of Law.***

Because of such far-reaching consequences, the services of an honest and competent lawyer are requisite. That lawyer should be able to quickly obtain a very substantial settlement, or if necessary win (again) in court, due to the blatant and **provable *extrinsic fraud on the court***. This Cause of Action has never been litigated. If presented correctly, any judge or jury must acknowledge the evidence of the rightful title in accordance with the preclusive Judgments and the evidence of the losers' efforts to circumvent justice through their *extrinsic fraud on the court*.

There are no statutes of limitations for *extrinsic fraud on the court* -- and thus no legal bar to future litigation for this Cause of Action to defeat such acts. It is improbable that Brown and his accomplices will risk having the evidence exposed in any court considering the civil and criminal liabilities provable by the *prima facie* evidence against them. Such would expose the workings of the conspiracy between Brown, the PR's, and other persons who helped employ Brown's

scheme of *extrinsic fraud on the court* intended to violate and subvert the preclusive Judgments of the Circuit Court and the Court of Appeals.

A significant portion of the evidence is included in the Exhibits at this website. If further litigation is desired or necessary to enforce the Final Decree, the *prima facie* evidence includes the preclusive Judgments supported with admissible evidence of the defendant's scheme of *extrinsic fraud upon the court* employed in an effort to unlawfully circumvent the *res judicata* Final Decree. That *extrinsic fraud on the court* was implemented through a sham "settlement" of a sham "lawsuit", filed and "settled" only between the losers of the Preclusive case A8601-00570, i.e., the PR(s) and Brown (in privity) defying the preclusive Final Decree of the courts.

See Exhibits U, V & W at this website. Exhibit U is a photocopy of the sham Complaint that PR Brune filed against Brown. Exhibit V is a photocopy of the sham Amended Complaint, filed by SPR Lindstedt. Exhibit W is my analysis of their sham "lawsuits".

The probate court and other courts were also victimized by *extrinsic fraud on the court*. The controlling legal facts -- that all Title claims had already been fully adjudicated in my favor, and that Brown's claims were litigated, adjudicated, and defeated in case A8601-00570 -- were not timely and not specifically disclosed in proceedings in subsequent courts. Because Brown's claims and all other active probate claims had been represented *in privity* by defendant PR Brune in A8601-00570, Brown's claims were defeated when Title was adjudicated in my favor. Although Brown's adverse title claims were not specified in the Final Decree or the Findings of Fact and Conclusions of Law, transcripts and court-certified documents establish that Brown's adverse title claims were presented into evidence, and defeated. See Exhibits E-H at this website.

Because I was not a party to their subsequent sham "lawsuit" A8812-07114, I was excluded from the phony "settlement negotiations" therein. I was thus unable to prevent them from engineering their sham "settlement" pursuant to secret pre-agreement amongst themselves. Thus they avoided the nuisance of a trial of actual evidence presented to a jury, and substituted instead a "Stipulated Judgment of Dismissal" amongst themselves, entered in case A8812-07114 on May 06, 1991, in pretense and bluff that such fraud could evade the bar of *res judicata*, *collateral estoppel*, *issue and claim preclusion*.

To avoid actual trial before a jury, they maneuvered the sham issue and sham "settlement" into probate court to obtain Judge Lee Johnson's advance approval for their "settlement agreement". Apparently, however, Probate Judge Johnson and others were not told that Brown's claims had already been litigated, adjudicated, defeated, and were therefore precluded by the doctrine of *res judicata*. **The Final Decree itself specifically prohibits and invalidates any probate orders which are not valid or not consistent with the Final Decree.** This *res judicata* preclusion also applies to **any** further litigation which is inconsistent with the Final Decree.

Because Probate Judge Johnson was not aware that the Brune v. Brown and amended *Lindstedt v. Brown* cases were sham “lawsuits”, he was not “fully informed in the premises” when he subsequently entered in probate an *interlocutory order* January 3, 1991, (after the preclusive Judgment (1988) and Appellate Affirmance (1989) in Kent v. Brune) which purported to grant probate approval of their proposed terms of “settlement” of (sham) case A8812-07114. I did not sign the “settlement” because I was not a party to it or their sham “lawsuit”.

### **PROBATE JUDGE JOHNSON ACTED WITHOUT JURISDICTION**

Several years after their sham “settlement” of their sham “lawsuit” A8812-07114, I discovered that Probate Judge Johnson had a huge conflict of interest due to the fact that his daughter was at the same time employed by the law firm **Farleigh, Waggoner, Wada and Witt** when it represented PR Brune (and Brown in *privity*) against me in PR Brune’s appeal of the preclusive case. When I discovered this conflict of interest and questioned Judge Johnson about it he stated on the record:

“That was submitted by the firm Farleigh, Waggoner, etc? I did not notice it at the time, but my daughter was working for that law firm.”

Transcript Proceedings, 1995

We may be willing to give Judge Johnson the benefit of the doubt that he was not aware. However, the law is firm and clear that a judge’s order is **void** where it is discovered that he had a conflict of interest or other material reason for lack of jurisdiction. **Any order entered without jurisdiction is void. A void order is not valid and cannot be consistent with the Final Decree.** Therefore any order by or based upon purported jurisdiction of Probate Judge Johnson is also **void in this case.**

Probate Judge Johnson lacked jurisdiction on many grounds, including:

- \* Conflict of interest - his daughter employed by PR Brune’s appellate law firm: **Farleigh, Waggoner, Wada and Witt.**
- \* Judge Johnson had no jurisdiction over the Title issues already adjudicated in the existing *res judicata* *Final Decree* 1988 entered in the preclusive trial court case A8601-00570 and Affirmed on the appeal taken by PR Brune.
- \* Probate Judge Johnson had no jurisdiction over the Final Decree 1988.
- \* Probate Judge Johnson had no jurisdiction over the Adjudicated Constructive Trust imposed over the estate (probate) in my favor as the Judgment Creditor, Sole Heir, and the Sole Beneficiary of the Adjudicated Constructive Trust imposed by the Circuit Court and the Court of Appeals.
- \* The probate court is not a court of general jurisdiction: It is only a Division of the court, and has only a statutorily-limited jurisdiction which bars the court from conducting within probate jurisdiction a civil jury trial, or any criminal proceeding.

- \* The probate court could not substitute its limited jurisdiction in place of the jury trial power of the Circuit Court available in either the preclusive case A8601-00570, and/or the sham case A8812-07114.
- \* In case A8812-07114, the Plaintiffs (PR Brune; SPR Lindstedt) and the Defendants (Brown and Poslick) are in *privity* with each other, and therefore by definition are “Not Adverse”. There is no real controversy, a non-suit.
- \* Brown never Answered successor “PR” Lindstedt’s “Amended Complaint”. However, Lindstedt never filed a motion for a default judgment. Therefore: The issues were not contravened, a non-suit in case A8812-07114, nothing to “Settle” as pre-agreed in the Lindstedt-Brown *secret deal May 10, 1990*.
- \* The legal definition of Final Decree, and the Final Decree itself, prohibit and invalidate any probate orders which are *inconsistent* with the Decree.
- \* No Judge has jurisdiction to hear sham cases, regardless of whether or not the judge was aware at the time that they were sham lawsuits.
- \* Because the title issues had already been adjudicated in my favor, the only remaining function of the probate court was to make sure the creditors were paid. The creditors were owed approx. \$2,000,000 on an estate worth approx. \$20,000,000 when the title was transferred to me.

### **BROWN HAS ALREADY ADMITTED JANETTE KENT TRUST OWNERSHIP**

Brown and PR Brune knew the truth of course, because Brown testified regarding his claims which were represented by PR Brune’s attorney, presented into evidence and defeated in the preclusive case A8601-00570. Years after their sham “settlement” of their sham lawsuit A8812-07114, even Brown admitted that the Janette Kent Trust (JKT) was an owner of the Kings Manor Apartments, one of the assets which was transferred to me by the Final Decree, and which I later conveyed to the JKT.

See Exhibit T at this website: This is a photocopy of a Complaint filed by one of the tenants of Kings Manor Apartments due to an injury he acquired on the property. It also includes a photocopy of Brown’s Answer.

That injured plaintiff sued both Brown and the Janette Kent Trust, apparently following a title search of the records at the County Recorder’s Office. **In paragraph 1** on the second line of the Amended Complaint the plaintiff states: **“at all material times herein Defendants [Milton Brown and Janette Kent Trust] were owners of an apartment building commonly known as Kings Manor Apartments, located at 7922 SE King Road, Milwaukie, Oregon”.**

**In Brown's Answer he stated in paragraph 2: "Admit the allegations of paragraph number 1 on plaintiff's Amended Complaint."** Notice the date this Amended Complaint was entered: August 25, 1995. Yet the SPR Lindstedt-Brown "settlement" of their sham "lawsuit" A8812-07114 was four years earlier, in 1991! Through deception and fraud, they had claimed I was bound by their "settlement" in case A8812-07114. Brown's Answer proves he knew I was not bound and that his "claims" that I was bound, were all a manufactured bluff.

Although I was a trustee of the JKT, I was never served with a copy of the Complaint or Amended Complaint filed by that injured plaintiff, nor have I ever met the attorney Brown used to file our "Joint Answer". The probable scenario is that Brown was served and may have bribed the server not to serve me, because then I might have discovered what was being concealed from me -- that contrary to Brown's "claims", my ownership and conveyances were truly valid and on title. Brown's Answer is also an admission by Brown which implies he knew that the *Lindstedt v. Brown* case A8812-07114 "settlement" of their sham "lawsuit" was invalid, irrelevant, and prohibited. However, despite all of their deception, I figured it out anyway ... it just took longer.

#### **ESTATE PERSONAL REPRESENTATIVES WERE ALSO WITHOUT JURISDICTION**

In addition, because the Final Decree had already transferred Title to me, SPR Lindstedt did not have anything to "settle" with Brown. However, after I won the circuit court case and before entry of the appellate judgment also in my favor, PR Brune recorded deeds to Brown. Because of these *wild deeds* (outside the chain of title) there appear to be "two" transfers of Title of Don Kettleberg's former 50% ownership interest in the properties -- where there should only be one!

The Transfer of Title by Decree of Court to me (Final Decree 1988, Affirmed 1989) and my subsequent deeds into trust (JKT) are founded upon the preclusive Judgments of the courts. Brown's deeds on the other hand were issued by PR Brune, and/or Lindstedt (in *privity* with PR Brune), over whom I have a Judgment and an Adjudicated Constructive Trust. PR Brune was ordered by the Circuit Court and the Appellate Court to turn over the assets to me - not to Brown.

Because the courts in 1988 and 1989 upheld our Contract to Make a Will that Don Kettleberg and I had entered into in **1973**, which included our contractual agreement for title to Kettleberg's entire estate, Brown's subsequent "claim" to that same estate via (forged) documents dated 1978, 1982, and 1984 would have to be considered fraudulent conveyances -- even if Brown's forged documents had not already been adjudicated against in the preclusive case.

Due to Brown's forged "buy-sell agreements" and many other frauds, the trial court imposed the Adjudicated Constructive Trust over the estate, (and probate) in my favor. An Adjudicated Constructive Trust is an adjudication by the courts that one party (PR Brune and Brown in *privity*) had wrongfully acquired assets (through Brown's forged "buy-sell agreements", diverted income etc.) belonging to the rightful party: the Trial court entered its Final Decree, Affirmed on appeal, and in their Findings of Fact and Conclusions of Law, ordered PR Brune (and Brown in *privity*) to turn over the estate assets to the rightful party, the plaintiff Janette Kent.

Under the Adjudicated Constructive Trust, the personal representatives and Brown have the highest fiduciary duty to comply with the court's preclusive Judgments and to uphold the Constructive Trust. Even if Brown's forged documents had been genuine, if Brown wanted to buy our interests, he would still have to pay market value for them, or an amount agreeable to us. Like *res judicata*, anyone aware of the Constructive Trust and the preclusive Judgments has a duty to uphold them. Anything inconsistent with the Constructive Trust and the preclusive Judgments is precluded by *res judicata*.

Any order inconsistent with preclusive Judgments is precluded by the *res judicata* doctrine which is fundamental to the Rule of Law. The Rule of Law is constitutional, statutory and judicial. Indeed, the rule of law must be upheld, an imperative for a city, state or country to function. As stated by Michael Greco, the president of the American Bar Association:

**“Failure of the Rule of Law is harmful to all mankind ... Adhering to the Rule of Law [is] a necessity if our country is to be a credible champion of freedom and democratic values throughout the world.”** ABA Journal, January 06, 2006.