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APPENDIX A
Supreme Court -March 24, 2025

No. 2023-310-Appeal. (WC 17-376)

Judith Clinton

V

Chad Babcock et al

Present: Suttell, C.J., Goldberg, Robinson, Lynch Prata, and Long, JJ.

O P I N I O N

Justice Robinson, for the Court. The plaintiff, Judith Clinton, appeals from a Superior Court order granting the defendants' motion to enforce a dismissal stipulation and a motion to vacate a scheduling order. The plaintiff also seeks to appeal from three interlocutory orders: (1) an order denying her motion to amend her complaint for the third time; and (2) two orders denying her motions to reconsider the denials of her third and fourth motions to amend the complaint. The Superior Court's order granting defendants' motions and deeming all other pending motions in the case moot was entered on September 1, 2023.[1]

1 The plaintiff was represented by counsel in the Superior Court from on or about August 7, 2017 until March 18, 2019. Thereafter, she was unsuccessful in her attempts to engage new counsel. She then continued the litigation on a *pro se* basis. in the Superior Court, although she did receive some minimal assistance from a limited scope attorney with respect to one count in her second amended complaint. The plaintiff is self-represented in this Court.

The Plaintiff timely appealed, arguing that the trial justice erred in granting defendants' motion to vacate the scheduling order.

This case came before the Supreme Court pursuant to an order directing the parties to appear and show cause why the issues raised in this appeal should not be summarily decided. After considering the written and oral submissions of the parties and after carefully reviewing the record, we conclude that cause has not been shown and that this case may be decided without further briefing or argument. For the reasons set forth herein, we affirm the September 1, 2023 order of the Superior Court.

I
Facts and Travel

On August 7, 2017, plaintiff commenced this action by filing a complaint in the Superior Court for Washington County against defendants Chad Babcock, Lisa Nelson, Regina Foster Bartlett, and Caryn Sullivan. That complaint alleged that, while plaintiff was the president of the "Wonderful Westerly Toastmasters Club," the just-named defendants made "false and malicious statements" about her and also engaged in other conduct that caused her to sustain damage to her reputation, severe emotional distress, and monetary damages. On September 13, 2017, defendants joined Toastmasters International as a third-party defendant.

[2] The plaintiff's first amended complaint, which was filed by plaintiff's then-counsel, contains 114 paragraphs. We are not aware of any justification for such prolix pleading in a case of this nature. *See Fiorenzano v. Lima*, 982 A.2d 585, 589 (R.I. 2009) (noting "the inappropriately prolix nature of the complaint" in that case).

On September 19, 2017, plaintiff amended her complaint as a matter of right;[2] she added as defendants one Maria DiMaggio and also Toastmasters International, including a breach of contract claim against the latter entity.[3] Subsequently, in October 2019, the Superior Court granted plaintiff's motion to file a second amended complaint. The allegations in plaintiff's second amended complaint, which was filed on October 22, 2019, incorporated the allegations from the first two complaints and added allegations of defamation and emotional and physical distress against Toastmasters International. On December 30, 2020, plaintiff moved to amend her complaint for a third time; and on March 9, 2021, she moved to amend her complaint for a fourth time. Both the third and fourth motions to file amended complaints were denied by the trial justice. Thereafter, plaintiff, the individual defendants, and Toastmasters International all signed a "Stipulated Agreement of Dismissal of All Claims," which provided for "the dismissal of all claims, counterclaims, and crossclaims * * * with prejudice." That Stipulated Agreement of Dismissal was filed on December 13, 2022. Two weeks later, on December 27, 2022, the individual defendants and Toastmasters International filed a Stipulation of Dismissal dismissing with prejudice "all remaining

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[3] We shall hereinafter refer to Chad Babcock, Lisa Nelson, Regina Foster Bartlett, Caryn Sullivan, and Maria DiMaggio as "the individual defendants" in order to differentiate them from defendant Toastmasters International.

claims" between the individual defendants and Toastmasters International. (The plaintiff was not a party to this December 27, 2022 Stipulation of Dismissal.)

On February 8, 2023, plaintiff filed a document entitled "Reply and Statement for the Record Pertaining to the Re-opening of the File," in which she alleged that the individual defendants and Toastmasters International engaged in fraudulent conduct because they had filed the December 27 Stipulation of Dismissal without notifying her. In one of their written submissions to this Court, the individual defendants have explained that the December 27 Stipulation of Dismissal was "merely a formality" which was intended to assure Toastmasters International that no crossclaims or third-party claims remained viable. It is important to note that, as of the date of the filing of the December 27 Stipulation of Dismissal, *plaintiff was no longer a party to the litigation* due to the fact that the Stipulated Agreement of Dismissal (to which she was a signatory) had been filed two weeks earlier, on December 13. [4]On March 13, 2023, Toastmasters International filed an objection to plaintiff's "Reply and Statement," asserting that the December 27 Stipulation of Dismissal was filed to ensure that any remaining third-party claims related to the case were dismissed. Toastmasters International further stated that plaintiff had not been notified of the

4-The Stipulated Agreement of Dismissal that was filed on December 13, 2022, was signed by plaintiff and counsel for all defendants. (At the hearing on March 24, 2023, plaintiff stated: "I filed [the Stipulated Agreement of Dismissal] on December 13th, and the -- the case was closed on that date.")

December 27 Stipulation of Dismissal because she was no longer a party to the case as a result of the filing of the December 13 Stipulated Agreement of Dismissal. On March 24, 2023, a hearing was held with respect to plaintiff's "Reply and Statement." The plaintiff and counsel for all defendants were present at the hearing. At that hearing, the trial justice asked plaintiff if she was seeking to withdraw her consent to the December 13 Stipulated Agreement of Dismissal. The plaintiff stated that she "would like to rescind the stipulated dismissal that was signed by both attorneys and [her] because [she] submitted [it] under duress * * *." The trial justice then proceeded to schedule a trial date. The record does not contain any indication that the trial justice actually ordered that the December 13 Stipulated Agreement of Dismissal was being vacated. However, in spite of the regrettable absence of a notation to that effect in the docket, we infer from the trial justice's scheduling of a trial date that her intent at the March 24, 2023 hearing was to vacate the December 13 Stipulated Agreement of Dismissal. On March 28, 2023, the individual defendants filed an objection to the trial justice having *sua sponte* vacated the parties' Stipulated Agreement of Dismissal at the March 24 hearing.[5] In their objection, the individual defendants asserted that the trial justice erred in vacating the Stipulated Agreement of Dismissal without the consent of all parties. The individual defendants also contended that they had not been afforded a sufficient opportunity to object to the trial justice's ruling at the March 24 hearing.

5 On April 5, 2023, Toastmasters International joined the individual defendants' objection.

On March 29, 2023, plaintiff filed a reply to the individual defendants' objection, contending that the absence of any objection by defendants at the March 24 hearing should be considered to constitute their consent to the vacating of the Stipulated Agreement of Dismissal.

On April 21, 2023, a further hearing was held. At that hearing, the trial justice noted that she had reviewed the objection of defendants to her having vacated the Stipulated Agreement of Dismissal, and she said that she found the objection to "have some merit." The trial justice then stated that she would like to give both sides an opportunity to brief the matter and engage in oral argument about it at a subsequent hearing. She then vacated her previous scheduling order scheduling a trial date, denied a motion for a change of venue that plaintiff had filed and stated that there would be a further hearing in June of 2023. On April 24, 2023, Toastmasters International filed a motion to vacate the trial justice's scheduling order for hearings regarding dispositive and non-dispositive motions. On May 26, 2023, the individual defendants filed a motion to enforce the Stipulated Agreement of Dismissal, to which plaintiff timely objected. On June 20, 2023, the trial justice heard argument on defendants' motion to enforce the Stipulated Agreement of Dismissal and the motion to vacate the scheduling order. Stating that she would look to the "substance of the motion[s]" rather than the labels affixed to them, she then said she would "regard defendants' motions as motions for the [c]court to reconsider its interlocutory decision to grant plaintiff's request to withdraw the

stipulation of dismissal." The trial justice stated that it was appropriate for her to entertain defendants' motions in view of her determination that defendants had not been afforded proper notice at the March 24 hearing that the Stipulated Agreement of Dismissal might be vacated. The trial justice commented that, when a "change of course" is proper, she has the "inherent power" to modify any interlocutory order prior to final judgment. The trial justice noted that, under Rule 41 of the Superior Court Rules of Civil Procedure, when a "lawsuit is voluntarily dismissed * * * the lawsuit is no more." She stated that she lacked the authority to set aside a "consent order" without the consent of all parties "absent fraud, mutual mistake, actual lack of consent to that order, or some extraordinary circumstance." The trial justice further stated that at the March 24 hearing she had not afforded defendants proper notice or an opportunity to object to what she had deemed to be a motion to vacate the Stipulated Agreement of Dismissal.[6] She stated that, after balancing the interests of the parties and the "propriety of changing course," she found that it was proper to grant defendants' motions to enforce the Stipulated Agreement of Dismissal and to vacate the scheduling order. As a result, she ordered the December 13, 2022 Stipulated Agreement of Dismissal to be "reinstated." On September 1, 2023, an order was entered granting defendants' motions and deeming all other pending motions in the case moot. The plaintiff filed a timely appeal.

[6] It will be recalled that the document filed by plaintiff, which was the focus of the March 24, 2023 hearing, was entitled "Reply and Statement for the Record Pertaining to the Re-opening of the File."

II Issues on Appeal

On appeal, plaintiff argues that the trial justice erred in granting defendants' motion to enforce the Stipulated Agreement of Dismissal and the motion to vacate the scheduling order. The plaintiff also contends that the trial justice erred in treating defendants' motions as motions to reconsider. The plaintiff also appeals from interlocutory orders denying her motions to amend her complaint a third and fourth time to reconsider. The plaintiff also appeals from interlocutory orders denying her motions to amend her complaint a third and fourth time.

III Standard of Review

This Court has recognized that a trial justice has the authority to grant relief from interlocutory rulings and may vacate a prior ruling if the trial justice determines that he or she may have erred. *See Atmed Treatment Center, Inc. v. Travelers Indemnity Company*, 285 A.3d 352, 362 (R.I. 2022). In addressing a motion to a trial justice "must balance the interests of the parties against a thoughtful determination that a change of course is proper under the circumstances * * *." *Id.*

IV Analysis

On appeal, plaintiff contends that the trial justice properly granted plaintiff's request to "rescind" the December 13 Stipulated Agreement of Dismissal. The plaintiff argues that her "Reply and Statement" complied with Rule 7(b) of the Superior Court Rules of Civil Procedure and provided defendants with sufficient notice of her intention to seek the rescission of the Stipulated Agreement of Dismissal. She further contends that the absence of an objection by

defendants at the March 24 hearing demonstrated that they had no objection to the rescission of the Stipulated Agreement that she sought to withdraw her assent to the Stipulated of Dismissal. She also contends that the trial justice erred in treating defendants' motions as motions to reconsider and in reinstating the Stipulated Agreement of Dismissal.[7] The plaintiff also asserts that, when she signed the Stipulated Agreement of Dismissal, she was under duress stemming from "health issues;" she adds Agreement of Dismissal "when her health was restored." The defendants[8] contend that the trial justice erred when she vacated the Stipulated Agreement of Dismissal and that the subsequent reversal of her decision was proper. The defendants argue that the Stipulated Agreement of Dismissal was effectively a consent order that had a binding and final effect upon the parties and the case. They add that, because the trial justice treated plaintiff's

[7] The plaintiff also contends that the trial justice erred in referencing Rule 60(b) of the Superior Court Rules of Civil Procedure while she was making the interlocutory decision to reinstate the Stipulated Agreement of Dismissal. In view of the trial justice's broad authority to grant relief from interlocutory rulings (*see Atmed Treatment Center, Inc. v. Travelers Indemnity Company*, 285 A.3d 352, 362 (R.I. 2022)), we see no need to opine as to the applicability *vel non* of Rule 60(b) in a situation such as the highly unusual one that this case presents.

8 Since the individual defendants and Toastmasters International were of one mind as to the need to Enforce the Stipulated Agreement and to vacate the scheduling order even thought they were represented by separate counsel we shall hereinafter refer to them collectively as "defendants."

"oral request" to rescind the Stipulated Agreement of Dismissal as a motion to vacate the Stipulated Agreement of Dismissal, defendants thereby lost the opportunity to be heard and proceed further. They contend that the trial justice's interlocutory decision to reverse her initial rescission of the Stipulated Agreement of Dismissal was proper and should stand on appeal. The defendants also argue that plaintiff knowingly and voluntarily dismissed her claims with prejudice and that any health issue which she may have been experiencing at the time of the signing of the document did not constitute duress. Rule 6(c) requires that a written motion and notice of the hearing "shall be served not later than ten (10) days before the time specified for the hearing * * *." Pursuant to Rule 7(b)(1), an "application to the court for an order * * * shall state with particularity the grounds therefore and shall set forth the relief or order sought." In the case at bar, it was not at all clear prior to the March 24 hearing that plaintiff's "Reply and Statement" might be viewed as a motion to vacate the Stipulated Agreement of Dismissal, and defendants were thereby deprived of the notice required by Rule 6(c) and Rule 7(b)(1).[9] *See Tucker v. Kittredge*, 795 A.2d 1115, 1118 (R.I. 2002). This Court has previously assent of both parties "relative to * *

[9] Likewise, plaintiff's oral statements at the March 24 hearing in no way constituted compliance with Rule 6(c) and Rule 7(b)(1). Especially noteworthy is plaintiff's failure to comply with requirements in Rule 6(c) that there be *written* notice and that it be provided "not later than ten (10) days" before the date of the hearing.

an element of a claim, is conclusive upon the parties * * *." *Resendes v. Brown*, 966 A.2d 1249, 1255 (R.I. 2009) (quoting *In re McBurney Law Services, Inc.*,

798 A.2d 877, 881- held that a stipulation that is entered into with the 82 (R.I. 2002)). Such a stipulation has the "attributes of a consent order * * * and cannot be set aside simply because a litigant no longer wants to be bound by its terms," nor can it be "set aside without the assent of the parties * * *." *Id.* (quoting *In re McBurney Law Services, Inc.*, 798 A.2d at 882); *see also* Super. R. Civ. P. 41(a)(1). The record clearly reflects that all parties never assented to the vacating of the Stipulated Agreement of Dismissal. Moreover, plaintiff fails to point to anything in the record that would support an argument alleging fraud, mutual mistake, or other extraordinary circumstances that might call for the Stipulated Agreement of Dismissal being vacated. As previously indicated, this Court has recognized that a trial justice has "plenary authority to afford relief from interlocutory judgments" and is "free to vacate her original decision upon concluding that [he or] she may have erred." *Atmed Treatment Center, Inc.*, 285 A.3d at 362; *see also Renewable Resources, Inc. v. Town of Westerly*, 110 A.3d 1166, 1171 (R.I. 2015); *see* generally*, Greene v. Union Mutual Life Insurance Company of America*, 764 F.2d 19, 22 (1st Cir. 1985)At the hearing on June 20, 2023, the trial justice recognized that she had initially erred in granting plaintiff's oral motion and in vacating the Stipulated Agreement of Dismissal without defendants having been provided with sufficient notice and opportunity to prepare their arguments and objections. She further noted that, without the assent of all parties, it was improper for her to have set aside the Stipulated Agreement of Dismissal. The trial justice then stated that, upon balancing the

interests of both parties, she had determined that it would be most equitable to reverse her previous interlocutory ruling and to enforce the Stipulated Agreement of Dismissal. We discern no reason to disturb these well-grounded rulings of the trial justice. In addition, the trial justice's finding that plaintiff did not adequately demonstrate that she was under duress when agreeing to and signing the Stipulated Agreement of Dismissal is supported by the record. Lastly, because we deem the trial justice's reinstatement of the Stipulated Agreement of Dismissal to be proper, we need not reach plaintiff's arguments concerning the additional interlocutory orders from which she has sought to appeal.

We also consider it important to state that we appreciate the patience exhibited by the trial justice throughout the litigation in the Superior Court. The trial justice conducted herself at all times with admirable decorum, even when she found it necessary to admonish the plaintiff for her disrespectful attitude towards court employees. Having said that and being aware of the fact that this case is now in its eighth year, we would emphasize that "[t]here is nothing more to be said; this case is over." *Palazzo v. Alves*, 944 A.2d 144, 155 (R.I. 2008); *see also Arena v. City of Providence*, 919 A.2d 379, 396 (R.I. 2007) ("It is time for this litigation to end."); *Gunn v. Union Railroad Company*, 27 R.I. 320, 336, 62 A. 118, 125 (**1905**).

V Conclusion

For the reasons set forth herein, we affirm the order of the Superior Court. The record may be returned to that tribunal.

APPENDIX B

STATE OF RHODE ISLAND SUPERIOR COURT

JUDITH CLINTON
Plaintiff/Counterclaimant (WC- 2017-0376)
vs :
CHAD BABCOCK, LISA NELSON,
REGINA FOSTER BARTLESS :
CARYN SULLIVAN, MARIA :
MARIA DIMAGGIO and :
TOASTMASTER INTERNATIONAL
Defendants

1. This case came on for hearing on June 20, 2023 before the Honorable Justice Sarah Taft- Carter on six (6) motions filed by the Defendants to which Plaintiff objected, including Chad Babcock, Lisa Nelson, Regina Foster Bartlett, Caryn Sullivan, and Maria DiMaggio's Motion to Enforce Dismissal Stipulation and Toastmasters International's Motion to Vacate Scheduling Order Set at the April 21, 2023 Pre-Trial Conference. After hearing thereon and consideration thereof, it is hereby:

ORDERED

2. Defendants' Chad Babcock, Lisa Nelson, Regina Foster Bartlett, Caryn Sullivan, and Maria DiMaggio's Motion to Enforce Dismissal Stipulation and Toastmasters International's Motion to Vacate Scheduling Order Set at the April 21, 2023, Pre-Trial Conference are hereby GRANTED, such that the parties' Dismissal Stipulation filed on December 13, 2022 is hereby reinstated in full force and effect;

3; All other pending motions in the case, including those scheduled for hearing June 26,2023, are deemed moot.

ENTERED as an Order of this1st day September 2023

Sarah Taft-Carter, Associate Justic

Deputy Clerk

PRESENTED BY:

Isl Stephen J. Brouillard

Stephen J. Brouillard, Esq. (#6284)
Bianchi Brouillard Sousa & O'Connell,
56 Pine Street, Suite 250
Providence, RI 02903
Tel: 401-223-2990

CERTIFICATE OF SERVICE

I hereby certify that on the 22nd day of June 2023, I filed and served this document through the electronic filing system on the following parties:
Judith Clinton, Pro Se
418 Benefit Street
Providence, RI 02903
jclintonl 4@msn.com

The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary' s electronic filing system

APPENDIX C

STATE OF RHODE ISLAND SUPERIOR COURT
JUDITH CLINTON WC/2017-0376
VS.
CHAD BABCOCK, ET AL.

HEARD BEFORE THE HONORABLE JUSTICE SARAH TAFT-CARTER ON JUNE 20, 2023 MOTIONS (Decision read from the bench)

PETITIONER'S NOTE: ***The hearing was originally scheduled for June 5, 2023, however due to Petitioner's illness, and medical excusal a two-week continuance was granted with the hearing moved to June 20, 2023.***

APPEARANCES:
JUDITH CLINTON, PRO SE PLAINTIFF
STEPHEN J. BROUILLARD, ESQUIRE and TODD J. ROMANO, ESQUIRE FOR THE DEFENDANTS
TUESDAY, JUNE 20, 2023 MORNING **SESSION**
THE CLERK: Miscellaneous calendar for June 20th,
2023, WC/2017-0376, Judith Clinton v. Chad Babcock, et al. Would the attorneys please identify yourselves for the record.
MR. ROMANO: Todd Romano for Toastmasters International.
MR. BROUILLARD: Stephen Brouillard for defendants, Chad Babcock, Lisa Nelson, Regina Foster Bartlett, Caryn Sullivan, and Maria DiMaggio.
THE CLERK: Miss Clinton, please raise your right

hand. (Judith Clinton duly sworn)
THE CLERK: Please state and spell your first and last name for the record.
MS. CLINTON: Judith J-U-D-I-T-H C-L-I-N-T-O-N.
THE CLERK: Thank you.

June 20, 2023, pre-written, unpublished decision read from the bench at the end of a hearing on a Motion to Enforce the Dismissal Agreement and a Motion to Vacate Scheduling Order: Granting these two motions.

THE COURT: Before the Court gets to the dispositive motions, that would be defendant Toastmasters International's motion for summary judgment against the plaintiff, defendant Babcock's renewed Motion to Dismiss plaintiff's Malicious Prosecution and Civil Conspiracy claims, the Court will address, in a decision, defendant Babcock's Motion to Enforce Dismissal Stipulation, defendant Toastmasters' Objection to and Motion to Strike plaintiff's filing dated May 19th, 2023, titled Rescinded/Withdrawn Stipulated Agreement of Dismissal of All Claims For Case Under Docket Number WC/2017-0376 and defendant Toastmasters International's Motion to Vacate Scheduling Order at the April 21st, 2023, Pretrial Conference. Those motions will be addressed by the Court right now. The Court believes that the parties have fully set forth their arguments on the record with respect to these three motions, as well as the objections. Plaintiff has objected to each of the motions. In addition to filing the objections, the plaintiff has filed three letters addressed to the Court objecting to

Toastmasters' motion for summary judgment against the plaintiff. Jurisdiction is pursuant to Rhode Island General Laws 8-2-14 and Rule 7(b) of the Superior Court Rules of Civil Procedure. The Court will first address the individual defendants' Motions to Enforce Dismissal Stipulation and Toastmasters' Motion to Vacate Scheduling Order at the April 21st, 2023, Pretrial Conference. The facts and travel relevant to these motions are as follows. On December 13th, 2022, plaintiff filed a stipulated agreement of dismissal, signed by all parties, dismissing all claims, counterclaims, and crossclaims with prejudice. At the time of the dismissal -- strike that. On December 27th, 2022, the codefendants filed a signed stipulation of dismissal as to remaining claims between them. At the time of the dismissal, there were ten outstanding motions scheduled to be heard on January 6th, 2023. The hearing was canceled in light of the dismissals. On February 8th, 2023, however, plaintiff filed a reply and statement for the record pertaining to the reopening of the file under Docket Number 2017-0376 for the purpose of filing a false document executed and signed by Attorney Stephen Brouillard and Attorney Todd Romano. Plaintiff filed this, quote, reply and statement for the record containing -- contending that the stipulation of dismissal between the codefendants was fraudulent. She further objected to the stipulation of dismissal because she was not served with a copy, and she indicated that she might withdraw her stipulated agreement of dismissal based on duress. After Toastmasters filed an objection and plaintiff filed another reply, this Court called a hearing on

March 24th, 2023, to ascertain whether the case was open or closed. At the March 24th hearing, the Court, without prompting, asked plaintiff if she had, quote, withdrawn her consent to the dismissal, to which plaintiff replied that she would like to rescind the stipulated agreement of dismissal because she submitted it under duress and to relieve herself of having to attend the January 6, 2023, hearing. After assenting to plaintiff's request to rescind the stipulated agreement of dismissal, the Court determined that the case was ready for trial and scheduled a trial date. At that time, the defendants did not object. Nevertheless, on March 28th, 2023, the defendants filed an objection to the Court *Sua sponte* vacating the parties' dismissal stipulation on March 24th, 2023. Toastmasters also filed an objection to vacating the parties' dismissal stipulation on April 5th, 2023. On April 21st, 2023, at the hearing on plaintiff's motion to change venue, the Court addressed plaintiff's [*sic*] objections to withdrawal of the stipulation, stipulated agreement of dismissal and found that the objections might have some merit. However, the Court determined that the issue was not down for the April 21st, 2023, hearing and that the parties should have an opportunity to brief and argue the issue. Accordingly, the Court set two hearing dates, one for all dispositive motions on June 5th, 2023, and the other for all other motions on June 26, 2023. On April 24th, 2023, Toastmasters filed a motion to vacate scheduling order set at the April 21st, 2023, pretrial conference. Plaintiff subsequently filed her objection to that motion. On May 26, 2023, the defendant, individual defendants filed their Motion to Enforce the dismissal

stipulation. Plaintiff filed her objection to that motion on June 2nd, 2023. Before addressing the merits of the defendants' motions, the Court will address three preliminary matters: one, plaintiff's argument that these motions are not properly before the Court; two, the appropriate standard of review for defendants' motions; and three, the propriety of considering the parties' post-hearing arguments on a motion to reconsider. With respect to the propriety of hearing the instant motion, plaintiff argues that the Court cannot hear defendants' objections to the Court's March 24th decision to withdraw the stipulated agreement of dismissal because only dispositive motions were scheduled to be heard on June 5th, 2023. She further argues that this Court lacks jurisdiction to hear these motions because the case appears to be statistically closed on Odyssey, the court's electronic filing system. A dispositive motion is a motion for a trial-court order to decide a claim, claim or case in favor of a movant without further proceedings, specifically, a motion that, if granted, results in a judgment on the case in whole. Defendants' motions to enforce the dismissal stipulation and to vacate the scheduling order are dispositive motions because, if granted, the stipulated agreement of dismissal will be rescinded -- reinstated and the plaintiff's case will be no more. Furthermore -- the Court will cite *Zammiello*, 819 A.2d 214 at 215 (R.I. 2003). Furthermore, the fact that the case appears to be statistically closed for administrative purposes has no bearing on this Court's jurisdiction because the mere administrative closing of a case does not *ipso facto* deprive a court of jurisdiction over a dispute

that is otherwise within its jurisdiction. *Nationwide Life Insurance v. Annarino*, 727 A.2d 200 at 203 (R.I. 1999). Regardless of the statistical status of the case as it appears on Odyssey, this case was reopened at the March 24th hearing. Accordingly, the individual defendants' motions to enforce the dismissal stipulation and Toastmasters' motion to vacate the scheduling order are properly before this Court. With respect to the proper standard of review, although the Court -- strike that -- although the defendants' motions are styled as a motion to enforce the dismissal and a motion to vacate the scheduling order, they are, in essence, asking the Court to reconsider its decision to grant plaintiff's request to withdraw the stipulated agreement of dismissal due to error of law. Therefore, because the Court looks to the substance of the motion rather than its form or label this Court will regard defendants' motions as motions for the Court to reconsider its interlocutory decision to grant plaintiff's request to withdraw the stipulation of dismissal. See *William T. Young, Inc., v. Simpson*, 111 R.I. 12 at 15; *Atmed Treatment v. Travelers*, 285 A.3d 352; and *Bremer v. Bremer*, 58 A.3d 922. Lastly, in *Atmed Treatment Center, Inc.*, our Supreme Court very recently emphasized that after a trial judge has granted a motion to reconsider, he or she may rely not on the parties' after-the-fact arguments as set forth in the papers in support of or in opposition to the motion to reconsider, but rather on the arguments originally made. Nonetheless, the defendants here are not seeking to present an argument that, have or should have been presented to the Court before the original judgments entered.

See *Atmed*, quoting *Jackson v. Medical Coaches*, 734 A.2d 502. Instead, defendants are asserting arguments that they claim were denied the opportunity to present upon plaintiff's original oral motion to rescind the stipulated agreement. Accordingly, it is appropriate for this Court to consider defendants' post-hearing arguments because they were improperly denied at least ten days' written notice to prepare and present any objection to that motion. See *Tucker v. Kittredge*, 795 A.2d 1115 at 1118. See also *Griswold v. Homer Board of Adjustment*, 426 P.3d 1044 at 1046. The standard of review. A trial judge retains the inherent power to modify any interlocutory judgment or order prior to final judgment. *Murphy v. Bocchio*, 114 R.I. 679. Upon a motion to reconsider an interlocutory decision, the Court must balance the interests of the parties against a thoughtful determination that a change of course is proper under circumstances. See *Atmed* at 362. Such a motion is left to the sound discretion of the trial judge. See *Renewable Resources v. Town of Westerly*, 110 A.3d 1166. Here, Toastmasters argues that the Court should exercise its inherent power to vacate the scheduling order because the Court no longer has jurisdiction to entertain the pending motions after it reinstated the stipulated agreement of dismissal at the April 21st, 2023, pretrial conference. Accordingly, Toastmasters argues that the scheduling order and the hearings on the dispositive motions set at the April 21st, 2023, conference must be vacated until plaintiff files and is successful on a motion to vacate the stipulated of dismissal. The individual defendants are moving for this Court to

enforce the stipulated agreement of dismissal filed on December 13th, 2022, and take no further action in this case unless and until plaintiff files a motion to vacate the stipulation. The individual defendants argue that the Court lacks jurisdiction to take further action in this case pursuant to *Richardson v. Smith*, 691 A.2d 4 -- strike that -- 543 at 546. It was without authority to vacate the parties -- in that case, the Court stated it was without authority to vacate the parties' stipulated agreement of dismissal. Therefore, any -- therefore, they argue that the stipulated agreement of dismissal is in full force and effect until a Rule 60 motion is filed, heard, and granted. In response, plaintiff argues that the stipulated agreement of dismissal was not reinstated. She further argues that the Court did not *Sua sponte* vacate the stipulated agreement of dismissal but, instead, granted plaintiff's oral motion to rescind and withdraw the dismissal because it was executed under duress. She contends that the Court had authority to call the March 24th hearing without a pending motion. She argues that the defendants cannot now object to the Court's decision because they failed to object at the March 24th hearing and because their failure to object demonstrates their agreement with the dismissal. She distinguishes *Richardson* by arguing that this Court did not vacate the dismissal without prompting and in the middle of a trial but, instead, announced that the case file was open and granted plaintiff's oral motion to rescind the stipulated agreement of dismissal. First, ***contrary to Toastmasters' argument, the Court did not reverse its March 24, 2023, decision granting plaintiff's request to***

withdraw the stipulated agreement of dismissal at the April 21st hearing. Rather, while the Court noted that the individual defendants' objection to the Court's motion may have some merit, the Court clearly stated that their objection was not down for that day. Accordingly, the Court gave the parties the opportunity to brief and argue the issue, upon which the parties have seized by filing the instant motions. This opportunity to brief the issue is not reflective of any special agreement that the -- special treatment that the Court is affording defendants' attorneys, as the plaintiff suggests. Instead, the Court is exercising its inherent power to reconsider its prior interlocutory ruling and afford defendants the opportunity to prepare and present any objections to the plaintiff's oral motion to rescind. Notwithstanding defendants' failure to object at the March 24th hearing, our case law is clear. When an oral motion is made, Rule 7(b) of the Superior Court Rules of Civil Procedure require that the opponent be given at least ten days' written notice to prepare and present the objections. See *Tucker*, 795 A.2d at 1118. By granting plaintiff's oral request to rescind the stipulated agreement of the dismissal at the March 24th hearing, this Court deprived the defendants of their opportunity to be heard and to respond. Turning now to the merits of the defendants' motions, it is clear that as soon as the lawsuit is voluntarily dismissed under Rule 41(a)(1)(b), the lawsuit is no more. See Z*ammiello*, Z-A-M-M-I-E-L-L-O, 819 A.2d at 215. The trial justice does not have the authority to set aside a consent order agreed upon by all parties without the assent of all parties to that order, absent fraud, mutual mistake, actual

lack of consent to that order, or some extraordinary circumstance. See *Richardson*, 691 A.2d at 546. Here, although defendants did not object to the setting aside the stipulated agreement of dismissal at the March 24th hearing, they also did not consent to plaintiff's rescinding the stipulation. Furthermore, while plaintiff argued that the stipulation was obtained by fraud and duress, she has presented no evidence to that effect. Accordingly, it was an error for this Court to *Sua sponte* ask the plaintiff if she would like to withdraw the stipulated agreement of dismissal and then grant plaintiff's oral motion to do so. Given this error of law, a change of course from the Court's March 24th decision is appropriate under the circumstances. See *Atmed Treatment Center*, 285 A.3d at 362. The Court must next balance the propriety of the change of course against the parties' interest in maintaining its original decision. Here, plaintiff argues that the stipulated agreement of dismissal was made under duress and that her withdrawal was appropriate because she believes defendants' counsel colluded to dismiss the remaining claims between them for valuable consideration by filing the defendant – by filing the December 27th stipulation of dismissal. Nevertheless, to the extent that Plaintiff has an interest in maintaining the Court's decision to withdraw the stipulated -- the dismissal stipulation allegedly obtained through duress, the defendants have an equal interest in being able to contest plaintiff's claim of fraud and duress after being given notice and an opportunity to respond. Accordingly, when balancing the plaintiff's interests in maintaining the Court's March 24th decision

against the propriety of changing course under the circumstances, the Court finds that it is proper to change course, and the defendants' motions, which, in essence, ask for this Court to reconsider its decision, are granted. For the foregoing reasons, Toastmasters' motion to vacate scheduling order at the April 21st, 2023, pretrial conference and the individual defendants' motion to enforce dismissal stipulation are granted. Accordingly, the March 24th decision to grant plaintiff's request to rescind the stipulated agreement of dismissal is vacated, and the stipulated dismissal of -- dismissal filed on December 13th, 2022, is reinstated. With the stipulated agreement of dismissal reinstated, all of the other pending motions are denied as moot. The Court will be in recess.
(AD J O U R N E D)

APPENDIX D

Supreme Court No. 2023-310-A.

Judith Clinton:

v.

Chad Babcock et al.

O R D E R

The appellant's motion for ***sanctions, as prayed, is denied.***

The appellant's petition for ***reargument, as prayed, is denied.***

The matter shall be closed. The Clerk's Office is instructed to reject any further filings in this matter and to immediately remand the record to the Superior Court. Entered as an Order of this Court this 16th day of May 2025.

By Order,

/s/ Meredith A. Benoit

Clerk

APPENDIX E

STATE OF RHODE ISLAND SUPREME COURT
SU-2023-0310-A (C.A. 2017-0376)

JUDITH CLINTON
Plaintiff/Counterclaimant
vs
CHAD BABCOCK, LISA NELSON,
REGINA FOSTER BARTLETT
CARYN SULLIVAN: MARIA DIMAGGIO and
TOASTMASTER INTERNATIONAL
Defendants

PLAINTIFF /APPELLANTS' REPLY TO DEFENDANT TOASTMASTERS' MEMORANDUM IN OPPOSITION TO PLAINTIFF'S APPELLATE RULE 25 PETITION TO REARGUE

NOW COMES the Plaintiff and respectfully submits this Reply to Defendants' Memorandum in Opposition to Plaintiff's Petition to Reargue pursuant to Rule 25 of the Rhode Island Supreme Court Rules of Appellate Procedure. Contrary to Defendants' assertion that Plaintiff hasn't met her burden for this Court to grant Plaintiff's Rule 25 Petition to Reargue, Defendants' Opposition in lieu of a Reply to Plaintiff's Petition, rests on esoteric explanations of rules that avoid and circumvent an actual reply that would address the factual inaccuracies, mischaracterizations of the record, and misapplications of Rhode Island law in the decisions for this case. The RI Supreme Court's decision, which

adopted many of these misapprehended positions, should be reconsidered and reversed based upon the following recap of Plaintiff's Rule 25 Petition to Reargue:

Argument

Among many other misapprehensions in the decision for this case, drawn out in detail in Plaintiff's Memorandum in Support of her Rule 25 Petition to Reargue, the RI Supreme Court's decision rests on two vastly misapprehended facts:

1.First No violation of Rule 7 (1) (b) - Plaintiff's February 8, 2023, Pleading qualifies as a Motion Under Rule 7(b)(1) Plaintiff's February 8 "Reply and Statement" clearly asserted an unequivocal intent to withdraw the December 13, 2022, Dismissal Agreement based on duress and deteriorating health. Under Rhode Island case law, courts must look to substance over form. The pleading meets the standards of Rule 7(b)(1). Whether Plaintiff's document was labeled a Reply and Statement or a Motion, the substance was clear that Plaintiff asserted she unequivocally intended to withdraw the Dismissal Agreement. The very case law cited by both the Lower Court and this Supreme Court, *Atmed v Travelers Insurance* declares: "This Court…applies a liberal interpretation of the rules [in order] to 'look to substance, not labels.'" *Bergin Andrews, 984 A.2d at 649 (quoting Sarni v. Meloccaro, 113 R.I. 630, 636, 324 A.2d 648, 65(1974)* Based upon the Supreme Court's aforementioned case law cited, (same case law Taft-Carter relied upon) Plaintiff's February 8, 2023, pleading more than complies with Rule(7)(1) (b). **The Court was**

moved to call for the hearing based upon Plaintiff's February 8, pleading, the same day it was filed, and by doing so acknowledged its substance as a motion.

2-Defendants Had Timely and Ample Notice

Second: No violation of Rule 6 (c) -Contrary to Defendants' claims, they had more than ten days' notice before the March 24, 2023, hearing. Toastmasters' written objection, filed on March 13, 2023, confirms this. Defendants had, in fact, six weeks of notice, but raised no objection to Plaintiff's intent to withdraw the Dismissal Agreement, thereby waiving such objections under Rhode Island law. The lower Court didn't cite rule 6 (c) in her decision. However, the Defendant **Toastmasters** written objection to Plaintiff's February 8, pleading, timely filed on March 13, 2023, was filed **11 days prior to the March 24, 2023 hearing**. This is clear evidence that the Defendants had at least 10 days prior notice of the substance of Plaintiff's document and is clearly part of the record affirming they had six weeks prior notice, **more than meeting time requirements of Rule 6 (c).** Despite filing a written objection, it is silent regarding Plaintiff's unequivocal intention to withdraw the Dismissal Agreement based on both fraud, clearly delineated and duress, well known to both the Defendants and the Court consequent of medical excusals that caused hearings to be continued throughout the year of 2022. **All on record.**

3. Plenary Authority Was Improperly Invoked

The trial court's reliance on "plenary authority" to reconsider an interlocutory order is unsupported by any actual error in the record. In addition to the

aforementioned Rules being misapplied and the facts regarding them being misapprehended, labeling the judge's claim of error to grant "recission" as a mistake, wrongly asserting the Defendants didn't have at least 10 days prior notice of Plaintiff's intention to withdraw is wrong. **The court relied on false assertions in the Defendants' motions, and also on post-hearing arguments**—specifically prohibited under *Atmed v. Travelers Ins.*, 270 A.3d 1042 (R.I. 2022): Even when plenary authority applies, courts must act **only upon valid motions** and not fabricate procedural mechanisms after the fact like a Rule 60b motion invoked out of thin air. The court record shows the hearing was scheduled on the same day Plaintiff filed her February 8, pleading, directly contradicting the trial court's basis for its error to claim plenary authority allowing her to "reconsider" an interlocutory decision.

4. Improper Sua Sponte Invocation of Rule 60(b)

No Rule 60(b) motion was filed by Defendants. Nonetheless, the trial court *Sua sponte* invoked Rule 60(b) out of thin air, to reinstate the Dismissal Agreement, depriving Plaintiff of notice and the opportunity to be heard. This violated due process and contradicts controlling precedents including *Bruce Brayman Builders, Inc. v. Lamphere*, 109 A.3d 395 (R.I. 2015) and *Santos v. Santos*, 568 A.2d 1010 (R.I. 1990). . R.I. Supreme Court precedent applies an abuse of discretion standard to motions under Rule 60(b). *Allen ex rel. Allen v. South County Hospital*, 945 A.2d 289, 293 (R.I. 2008)." *In re Estate of Brown*, 206 A.3d 127, 134 (R.I. 2019)

5. Lower Court Granted Relief Not Requested

The trial court reinstated the Dismissal Agreement, a form of relief that Defendants never requested. Their motion sought enforcement not reinstatement. The court's action violates the principle that relief not pled for cannot be granted and conflicts with *Catucci v. Pacheco*, 866 A.2d 509 (R.I. 2005).

6. Illogical Unsupported Conclusions/ Material Factual Misstatements

The lower court's assertion that Defendants neither objected nor consented to rescission is logically inconsistent. Having failed to object at all, Defendants waived any right to contest rescission. The court's decision inexplicably reversing previously acknowledged material evidence it had reviewed and granted recission based on in the March 24, 2023, hearing, deliberately changes material facts.

7. False Assertions by Defense Counsel Rule 11 and Rule 26b violations

Defense counsel submitted motions (and briefs) containing knowingly false representations, including the claim that the Dismissal Agreement had already been reinstated. One such motion contained at least 17 inaccuracies. These violations of Rule 11 were never addressed by the trial court and further tainted the proceedings.

8. New Arguments Raised on Appeal- Raise or Waive Rule Not Enforced

Defendants raised new legal arguments on appeal, falsely claiming that Plaintiff's "duress" is not a part of the record. Plaintiff has submitted many documents that show that not only is this argument being raised for the first time, but it is also false, as Defendants not only were well aware of Plaintiff's

Major Depressive Disorder, and her hospitalizations, the Defendants were responsible for the intentional infliction of emotional distress that caused it. These arguments were never raised in the trial court, yet the Supreme Court relied on them in its decision. The Case law cited supports facts that would specifically exclude the Dismissal Agreement in this case to be considered a "Consent Order." Arguments not properly presented to the trial court may not be raised for the first time on appeal." *State v. Figuereo, 31 A.3d 1283, 1289 (R.I. 2011).* A court cannot "revisit" or "vacate" a stipulation between parties unless it has been **incorporated into a court order** or judgment. *Smith v. Phillips*, 881 A.2d 713 (R.I. 2005): *Resendes v. Brown, 966 A.2d 1249, 1255 (R.I. 2009* clearly establishes that for a Dismissal Agreement to have the "attributes of a consent order" it must be agreed to and signed by all parties with the assent of counsel. This Dismissal Agreement was voluntarily submitted under documented duress, without benefit of counsel or judicial oversight. *Mendes v. Kirshenbaum & Kirshenbaum Attys. at Law, Inc., 309 A.3d 1176, 1180 (R.I. 2024)* both cases cited are diametrically opposed to Defendants' argument but ended up in this court's final decision.

9. Denial of Plaintiff's Due Process Rights

Plaintiff was denied a meaningful opportunity to be heard at the June 20, 2023, hearing. The decision was prepared in advance and relied on arguments and documents not properly before the court. Plaintiff's efforts to clarify her pro se status as being forced, due to attorneys unwilling to file an appearance in a case that is so unethically abusive they would be required

to report it, and her efforts to respond to the Court's false assertions were silenced without justification.

10Prejudicial Impact and Constitutional Harm

Defendants never requested reconsideration or reinstatement of the Dismissal Agreement. Yet, the lower court granted such relief, misapplied the law, mischaracterized the record, and extinguished Plaintiff's right to trial—violating both Rhode Island and U.S. constitutional protections.

WHEREFORE; Plaintiff has met her burden to have a Rule 25 Motion to Reargue granted, demonstrating the trial court's decision was procedurally and substantively flawed, resting on misstatements of fact, misapplication of Rules 6(c) and 7(b)(1), improper sua sponte relief under Rule 60(b), unsupported use of plenary authority, and reliance on prohibited post-hearing arguments without a Rule 60 motion before the Court, in fact the motions before the Court couldn't even be construed or imagined to be anything that even resembled a Rule 60 motion. The June 20, 2023, decision should be reversed in its entirety, and this matter remanded for trial to preserve Plaintiff's right to due process and equal justice under law.

Respectfully submitted,

Judith Clinton
418 Benefit Street
Providence, RI 02903

CERTIFICATE OF SERVICE

I hereby certify that on April 14, 2025, Plaintiff/Appellant/Petitioner, Judith Clinton's REPLY to Defendant TOASTMASTERS MEMORANDUM IN OPPOSITION TO PLAINTIFF'S RULE 25 PETITION TO REARGUE was filed in person at the RI Supreme Court and sent via email to the following parties:

Todd J. Romano, Esq.
Lewis Brisbois Bisgaard & Smith LLP
One Citizens Plaza, Suite 1120
Providence, RI 02903

Stephen J. Brouillard
Bianchi, Brouillard, Sousa and O'Connell
56 Pine Street
Providence, RI 02903
Respectfully submitted,

Judith Clinton
418 Benefit Street
Providence, RI 02903

EXCERPT – RULE 25 PETITION
TO REARGUE pages 44-49

In *Atmed v. Travelers Ins.*, this Court held that Rule 60(b) is not a tool for revisiting decisions based on arguments that weren't made in the original hearing. Defendants raised no objection at the March 24 hearing, and their post-hearing Objection failed to cite applicable law. Their actions after failing to object, constituted waiver under *Flynn v. Nappa Construction Mgmt., LLC*.

Both the trial court and this Court mischaracterized Plaintiff's February 8 filing and failed to apply *Atmed*'s mandate to interpret rules liberally, focusing on substance, not form. The relief granted, "reconsideration" and "reinstatement" was never requested and violates the adversarial process. As held in *Catucci v. Pacheco*, 866 A.2d 509 (R.I. 2005), parties must receive notice and the chance to respond before a court rules *Sua sponte*. Highlighting that Defendants had at least 10 days prior notice evidenced by TMI's Objection filed **11 days prior to the hearing**, this removes the error that would allow plenary authority the Lower Court claimed for "reconsideration" of an interlocutory decision. "Reconsideration" of the "Recission of the Dismissal Agreement." Even under the best circumstances, which would be; A valid error was made, allowing reconsideration of an interlocutory decision, to reconsider arguments made in the March 24, 2023, hearing, to vacate recission of the Dismissal Agreement. However, because Defendants made no arguments in the hearing when the Dismissal Agreement was rescinded, arguments offered were After-hearing arguments, which are not allowed to be

considered. with plenary authority based on a nonexistent error, no Rule 60 motion before the Court and only After hearing arguments, Taft-Carter's June 20, 2023, decision should be reversed and the case set back on track to trial.

WHEREFORE, Plaintiff respectfully prays the Honorable Court: **Grants this Rule 25 Petition for Reargument** on grounds that the Court has misapprehended material facts and controlling legal principles; 2) V**acate its prior decision** affirming the Superior Court's June 20, 2023 order reinstating the Dismissal Agreement; 3) **Reverse the June 20, 2023 order** of the Superior Court, which was entered without procedural foundation or plenary authority, notice, or motion properly before the court; 4)**Reinstate the March 2023 Pretrial Order**, which granted Plaintiff's rescission of the Dismissal Agreement and placed the case on track to trial; 5)**Remand this matter to the Superior Court** for further proceedings consistent with this Court's opinion, ensuring Plaintiff's due process rights are protected. **6)** Any other relief the Court deems appropriate.

V. EQUAL ACCESS TO JUSTICE: THE "SUBSTANTIAL PUBLIC INTEREST" EXCEPTION WARRANTS REVIEW

A Note from Chief Justice Paul A. Suttell

Welcome to the Rhode Island Judiciary's website. I have been honored to serve the people of Rhode Island for forty (40) years, including fifteen (15) years as Chief Justice of the Rhode Island Supreme Court. The Judiciary's judicial officers and court staff are dedicated to administering justice in a way that inspires trust and confidence in the institution's processes. We seek to expand access to

justice for all persons and to reduce barriers to a timely and fair resolution of matters before the state's courts. While these challenges are ever evolving, our commitment to serve each and every Rhode Islander is unwavering.

When Plaintiff first came upon this message from the Chief Justice on the RI Judiciary website, she was encouraged, because if the message is true and sincere, it gave some hope of fair treatment. Unhappily, Plaintiff has not experienced what the message purports to offer. Quite the contrary. During oral argument on December 11, 2024, Plaintiff emphasized that this case is fundamentally about Access to Justice—a constitutional principle that ensures all individuals can assert rights, resolve disputes, and prevent abuses of power. Yet, courts are facing a crisis: approximately 75% of cases involve at least one self-represented litigant (SRL), highlighting a systemic failure to ensure equitable treatment for unrepresented parties. This is at a time when our government leaders are setting a bad example. Democracy is in peril, especially the rule of law, which is the heart of democracy, and ordinary citizens are vulnerable to unethical and dangerous conduct. It is very sad. A 73-year-old single woman, I feel very vulnerable, and there is no doubt about having been exploited, which everyone in the judiciary is cold hearted and completely insensitive about. It's quite chilling. Utilizing the courts to seek justice was never going to be easy, in search of the possibility of finding justice but then actually being swindled instead, was certainly not expected, but in the end that is exactly what happened. In oral argument Plaintiff expressed that the way people in the judiciary treat the unrepresented, is an affront to

her values. There has been a decline in moral integrity. Ethical standards have eroded. Principles once held in esteem are disregarded. There's a pervasive loss of respect for justice and fairness. However, Self-represented have been disrespected and treated unfairly for eons and no one wants to change that, except the Chief Justice Paul Suttell tries to give the impression that he does.

This case raises substantial public interest. It is not isolated. Thousands of SRLs in Rhode Island face similar barriers. Unless meaningful protections are implemented, SRLs will remain disadvantaged in a system designed to protect only those with legal counsel. The judiciary must address this growing justice gap—not with silence, but with reform. While statutes provide for self-representation, SRLs face entrenched bias, procedural hurdles, and unequal treatment. Plaintiff's efforts to obtain legal representation were repeatedly thwarted by opposing counsel's conduct, which discouraged attorneys from involvement, citing ethical concerns under Rule 8.3. Rhode Island offers no mechanisms to protect SRLs from abusive litigation tactics. Disciplinary complaints were dismissed for "lack of jurisdiction," leaving Plaintiff without recourse. This absence of accountability emboldens unethical behavior, marginalizes SRLs, and perpetuates systemic inequity. Plaintiff attended over 20 appellate hearings, many involving SRLs. In one, when an unrepresented appellant explained her actions in the Lower Court to be because she is Pro se, a Justice loudly responded: **"WE DON'T CARE."** This shocking moment reflects the underlying problem; SRLs are dismissed, unheard, and denied

the basic dignity afforded to represented parties. Such bias invites procedural shortcuts and legal misapplications by lower courts, with the understanding that pro se litigants won't prevail on appeal, regardless of the merits. Even when Self-represented litigants present compelling facts, follow procedural rules and cite relevant case law, they are denied favorable outcomes-based on non-lawyer status. The degree of disrespect I have been subjected to is unspeakable.

Plaintiff has highlighted the many times the Rules and Laws have been overlooked, misconceived, evidence ignored, facts misconstrued, and absurd conclusions made without explanation. The prospect of that changing without a commitment to change by the Rhode Island judiciary is unlikely. Everything proffered by Plaintiff stands as a testament to her belief in Access to Justice for All, and her commitment to continue to bring inequities to the forefront and to the attention of lawmakers and stakeholders as agents of change for the greater good of all the citizens of Rhode Island. Courts cannot claim neutrality while **tolerating systems rigged against the unrepresented.** Reform is not radical, it's a return to core principles of fairness, accountability, and equal protection. By compelling judges and lawyers to honor their ethical duties, we rebuild trust in the rule of law. As Rev. Dr. Martin Luther King Jr. urged, "Injustice anywhere is a threat to justice everywhere." And that is the truth! Plaintiff cares deeply about the truth.

This culture of disregard weakens public confidence in the judiciary. Plaintiff's own experience illustrates it: Following Chief Justice's direction at

the end of Oral Argument, Plaintiff offered to resolve the matter through mediation. counsel, **Stephen Brouillard** immediately rejected responding: ***"You have no chance of winning this appeal. We don't want to give you anything."*** This response reflects the confidence attorneys have in a system that routinely denies pro se litigants meaningful appellate review. Although self-representation is a right enshrined in 28 U.S.C. § 1654 and the Judiciary Act of 1789, that right is functionally meaningless when judicial bias renders fair outcomes unattainable. When courts tolerate procedural manipulation and consistently favor represented parties, the right to self-representation becomes an illusion. If this right cannot be meaningfully protected, it demands statutory reconsideration or repeal. **End of excerpt**

CERTIFICATE OF SERVICE

I hereby certify that on April 3, 2025, Plaintiff/Appellant/Petitioner, Judith Clinton's Appellate Rule 25 PETITION FOR REARGUMENT was filed in person at the RI Supreme Court and delivered in person to the following parties:

Stephen J. Brouillard
Bianchi, Brouillard, Sousa and O'Connell
56 Pine Street
Providence, RI 02903

Todd Romano #6859
Lewis Brisbois One Citizens
Providence, RI 02903

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Note: The Appendix to this brief is contained in a separately bound volume with a separate table of contents.

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that he withdraw the Third-party claim for negligence against Toastmasters and November *5,* 2021, hearing transcript when both Defense counsel lied to the Court about claims in this case, concealing Third-party claim for negligence against Toastmasters and Toastmasters Crossclaim against Plaintiff for trademark infringement.

7. March 28, 2023, email from Washington County Superior Court Clerk Brendan Oates to all parties delivering the Pre-trial order as agreed in the March 24, 2023, hearing, affirming Recission was granted.

8. Copies of various medical excusals sent from Plaintiffs doctors, therapist, psychiatrist and hospital ERs to Brendan Oates at Washington County Superior Court delivered directly to the judge, Sarah Taft-Carter over the course of 2022, starting February 2, 2022, through June 5, 2023.

9. Plaintiff's April 11, 2022, Objection to Individual Defendants' Show Cause hearing for Release of Letters (Plaintiff's medical excusals in the Court's possession, which she kindly kept "confidential" when she was sensitive to Plaintiffs privacy concerning her health issues by not sharing Plaintiff's medical excusals with everyone.

10. Pages from the Case Docket that show the hearing set up by the two Defense counsel to hear twelve contentious pleadings, designed to create a drama and cause Extreme Distress for Plaintiff, originally set for January 26, 2022, Reset 8 times throughout 2022, continued based on the above

referenced medical excusals due to Plaintiffs deteriorating health condition, Major Depressive disorder, and Extreme Distress Disorder. The last reset date being January 6, 2023.

11. Pertinent pages from the March 24, 2023, hearing when Recission was granted. Page 3 - Plaintiff requests "Recission" of the Dismissal Agreement asserting she was under duress when she proffered it. Page 11 The Court announces to Plaintiff "now it's time for your day in court." Page 11 The judge acknowledges that she is aware of Plaintiff's on-going health issues. Page 8 Plaintiff informs the Court she wants counsel if there is going to be a trial and reiterates being unable to retain counsel. (which Plaintiff had done many times before on the record.

12. Plaintiffs October 5, 2021, email exchanges between her and the attorney Plaintiff hired on a limited scope basis, to explore settlement with Toastmasters counsel, Todd Romano. Exchanges took place from 9:01 AM ending 3:02 PM. Substance is Plaintiff questioning him about his refusal to file an appearance in the case despite having agreed prior to being hired that he would. Hoping to persuade him to file an appearance, when it came time to file the appearance, his partners ask him not to for ethical concerns.

13. Plaintiffs April 11, 2023 Motion for the Court to Appoint Counsel. After Plaintiff was informed by the Court the case would now have a trial, in light of the difficulties she faced trying to get counsel, repeatedly being refused, as Mr. Weisman refused -

in the end, Plaintiff filed a Motion for the Court to Appoint Counsel for being placed in the impossible position of no attorney willing to file an appearance. This motion was never heard. It was to be heard after Dispositive Motions were heard. They became moot after Defendants Motion to Enforce the Dismissal Agreement and Motion to Vacate the Scheduling Order were granted, and the Dismissal Agreement was "reinstated," 6/20/23,

14. April 21, 2023, transcript page 6. During the hearing, the judge acknowledged Plaintiff's health issues and the need for accommodations during a trial

15. May 30, 2023, email exchanges between Plaintiff and Toastmasters defense counsel, Todd Romano documenting the fact that he issued a subpoena to Butler hospital for Plaintiff's hospital records without notifying her electronically, stated clearly on the certification page that she was notified by mail only but Stephen Brouillard was notified via email. Mr. Romano could not produce any proof that he mailed notification to Plaintiff, however. This was the one and only time he failed to notify Plaintiff electronically of an action he was taking, whether filing a motion objection or other subpoena.

APPENDIX F

STATE OF RHODE ISLAND SUPREME COURT
JUDITH CLINTON C.A. No: SU-2023-0310-A
Plaintiff/Counterclaimant (WC- 2017-0376)
vs :
CHAD BABCOCK, LISA NELSON,
REGINA FOSTER BARTLESS :
CARYN SULLIVAN, MARIA :
MARIA DIMAGGIO and :
TOASTMASTER INTERNATIONAL
Defendants :

PLAINTIFF/APPELLANT, JUDITH CLINTON'S MOTION FOR SANCTIONS PURSUANT TO APPELLATE RULE 26 (b)

NOW COMES Plaintiff/Appellant, **Judith Clinton**, to move the Honorable Court for **sanctions,** pursuant to **Rhode Island Appellate Court Rule 26 (b)** [1]1. The Plaintiff alleges that Defendants' counsel, Stephen Brouillard, and Todd Romano, have engaged in a pattern of deceptive, frivolous, and abusive litigation practices in violation of Rule 11 of the Rhode Island Rules of Civil Procedure, Rule 3.3, 3.1 and 8.4 of the Rhode Island Rules of Professional Conduct, throughout the litigation and also at the Rhode Island Supreme Court in the course of this appeal. Violations of Rule 11 that the claims are

1 **Motion for Sanctions Rule 26B.** states: "If a paper is signed in violation of this rule, the Supreme Court, upon motion or upon its own initiative, may impose upon the person who signed the paper, a represented party, any appropriate sanction."

warranted by existing law or a non-frivolous argument for extending the law, and that the factual contentions have evidentiary support. "Courts possess the inherent authority to protect their integrity by sanctioning any fraudulent conduct by litigants that is directed toward the court itself or its processes, as informed by the procedures and sanctions available to the court and to the parties under Rule 11, which provides in relevant part, that "[i]f a pleading, motion, or other paper is signed in violation of this rule, the court, upon motion or upon its own initiative, may impose upon the person who signed it, a represented party, or both, any appropriate sanction" *The Providence Journal Co. v. Lett*, 798 A.2d 355, 365 (R.I. 2002) Accordingly Plaintiff/Appellant asks that sanctions be imposed upon opposing counsels for violations of Rule 11, Rule 8.4 and Rule 3.3 of the Professional Rules of Conduct, for making knowingly false assertions and frivolous legal arguments to this Court, perpetuating abusive litigation at the Appellate level, continuing to exploit Plaintiff/Appellant's unrepresented status. The Court's authority to sanction misconduct is well established in *The Providence Journal Co. v. Lett*, 798 A.2d 355, 365 (R.I. 2002), which underscores the judiciary's inherent power to deter and remedy improper conduct. The integrity of the appellate process is paramount. Attorneys appearing before this Court are expected to adhere to the highest standards of professional conduct. The misconduct exhibited by Defendants' counsel has no place in our legal system. Through these sanctions, the Court aims to deter further misconduct and uphold the principles of justice and fairness. "In

accordance with the articulated purpose of rule 11; "to deter repetition of harm, and remedy harm caused *PleasantManagement,LLCv*Carrasco , 918A.2d213,217(R.I.2007)(quoting*Michalopoulosv.C&DRestaurant,Inc.*847A.2d294,300 (R.I. 2004) .

I. BACKGROUND

The Plaintiff, Judith Clinton, asserts that due to the manner in which the Defendants' counsels have conducted the litigation, she has been forced to proceed pro se throughout much of this litigation, including during the appellate process. She alleges that Defendants' counsel have repeatedly engaged in conduct designed to exploit her unrepresented status, including making false assertions to the Court, filing frivolous motions, and engaging in abusive litigation tactics. Specifically, Plaintiff asserts that Defendants' counsel have:

1. Made knowingly false statements in pleadings and oral arguments.
2. Misrepresented the nature of motions and orders to mislead the Court.
3. Engaged in obstructive and threatening behavior during depositions.
4. Filed fraudulent counterclaims and dismissal agreements.
5. Violated Rule 11 by signing pleadings containing false or frivolous claims. Plaintiff further alleges that these actions have caused her significant harm, including
6. unnecessary litigation expenses, emotional distress, and the denial of her right to a fair and impartial adjudication of her claims.

Plaintiff has been required to make her way through the Appellate process without the benefit of counsel, despite attempting to retain counsel right up until the time for the Duty Justice conference that only represented appellants are allowed to have. After paying a lawyer $900 to read the pertinent documents for the appeal, he declined to get involved based upon his acquaintance with Defense lawyer, Stephen Brouillard. This is one of numerous times Plaintiff was met with a lawyer declining to get involved based upon his involvement, and it is the reason Plaintiff claims he is responsible for interference in Plaintiff's fundamental right to contract counsel.

While Plaintiff's first Motion for the Court to Take Notice regarding a false certification on Mr. Brouillard's Motion for Extension of Time filed by him on January 12, 2024, was granted, subsequent Motions (second and third) filed by Plaintiff for the Court to Take Notice of additional false assertions in both Defense counsel's reply briefs, violations of Rule 11, were inexplicably denied despite showing a clear pattern of deceptive, frivolous, and abusive litigation practices. After repeatedly being denied sanctions in the lower Court, Plaintiff delayed making a Rule 26b Motion for Sanctions out of concern the Court would deny. Plaintiff has asserted these same claims in other motions in this Court to maintain a record of them and raise awareness, hoping the Court would invoke its inherent power to address them.

The Defendants have never denied Plaintiff's accusations except generally as "false," leaving the specific allegations unrefuted. Defendants now have

the opportunity to specifically refute Plaintiff's claims of violations of the rules and bad faith litigation in court and in documents, to which they have both repeatedly signed their names in violation of **Rule 11 and Rule 26, PRC 3.1 3.3 and 8.4**

The following is a break down of Acts Violating PCR Rule 3.3 and 8.4 and Procedural Rule 11 by each Defense counsel Including but not limited to:

VIOLATIONS BY MR. ROMANO:

1-Citing case law diametrically opposed (in a brief**)** to his legal argument: *Resendes v. Brown, 966 A.2d 1249, 1255 (R.I. 2009),* and *Mendes v. Kirshenbaum & Kirshenbaum Attys. at Law, Inc., 309 A.3d 1176, 1180 (R.I. 2024)*, Cited in Defendant's reply brief, to support Defendant's argument that "Plaintiff's dismissal agreement has the attributes of a consent order," therefore, it needed a Rule 60 b Motion to vacate it. Besides this argument being prohibited under the raise or waive rule, it is a meritless argument made in bad faith. **Violations of Rule 26, Rule 11, PRC 3.3 Candor**

2-Knowingly false assertions (in briefs**)** that Rule 60 (b) was required to withdraw a Dismissal Agreement, that wasn't a consent order, and recission was not appropriate. However, neither counsel have ever **uttered** the word "recission." **Violation Rule 11.**

3-Lying to a tribunal in oral argument: (Oral argument December 11, 2024) Counsel for the Defendant Toastmasters International, asserted a knowingly false argument to the RI Supreme Court during oral argument on 12/11/24 stating:

"Plaintiff could still go to the lower court, even now, and make a Rule 60 (b) Motion to Vacate the "reinstatement" of the Dismissal Agreement."

False because the lower court no longer has jurisdiction and a Rule 60 (b) Motion is not a substitute for an appeal, a well-known fact to the Defense counsel. **Violation of Rule 11, PRC 3.1, 3.3 and 8.4**

4-False statement in Defendant's Objection; (to Plaintiff's Motion for Appellate Mediation**)** Falsely asserting that Plaintiff's Third Motion for the Court to Take Notice, was a Motion to Compel Mediation, an attempt to confuse and deceive the Court about previous motions. **Violation of Rule 11. Violation of PCR 3.3 and 8.4**

5-Asserting multiple false statements and a false narrative (in a motion that was granted by the lower court.) claiming the Court "reinstated" the Dismissal Agreement in the April 21, 2023, Pre-trial conference (which the Court refuted) as the basis for Defendants' motions granted on June 20, 2023. In addition, the Motion to Vacate Scheduling Order contained 17 false statements, which Plaintiff objected to and spoke out onto the record in the June 20, 2023, hearing. **Violation Rule 11 and PCR 3.3**

6-Asserting knowingly false arguments based on case law *Richardson V Smith*, that was inapplicable to the facts of the case, filed one week after the March 24, 2023, hearing as a tardy after-hearing objection, which were waived. **Violation of Rule 11, PCR 3.3**

7-**Making false statements** to the Washington County Superior Court Clerk to persuade him to

reopen the file that had been marked "dismissed/closed" on 12/13/22, to file the second fraudulent Dismissal Agreement marked closed on 12/27/22. **Violations of PRC 8.4 and 3.3**

VIOLATIONS BY MR. BROUILLARD:

8.-False Statements: A false certification dated for two weeks after a Supreme Court Motion for Extension of Time was filed; said motion was never served on Plaintiff.[2] Violation of Rule 11

9-**Writing and filing an Objection** to the aforementioned Motion with an implausible false excuse of "inadvertence." and signing the document. Violation of Rule 11.

10-Lying to a tribunal in oral argument: (Oral argument December 11, 2024) asserting ignorance to Plaintiff being under duress when she proffered the Dismissal Agreement, when they were both well aware of Plaintiff's hospitalization being caused by the stress of litigation.

11-Re-labeled the Motion to Enforce (in a brief) a **Motion to Reinstate,** to mislead the Supreme Court that the relief given was relief requested. **Violation of Rule 11.**

12--A fraudulent counterclaim written and filed (in the lower court**)** by Mr. Brouillard against Plaintiff that had to be withdrawn one year later when it was revealed in discovery to be fraudulent. **Violation of PCR 3.3 and 8.4 and Rule 11.**

13-Asserting false statements and a false narrative (in a motion that was granted by the lower court.) claiming the Court "reinstated" the Dismissal Agreement in the April 21, 2023 Pre-trial

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[2] This Court took judicial notice of these violations by granting Plaintiff's Motion to Take Notice

conference (which the Court refuted) as the basis for Defendants' motions granted on June 20, 2023. **Violation of Rule 11 and PRC 3.3**

14-Knowingly false assertions (in briefs**)** that Rule 60 (b) was required to withdraw a voluntary Dismissal Agreement, which the Court had nothing to do with, knowing that it wasn't a consent order and recission was the correct method to withdraw the Dismissal Agreement. **Violation of Rule 11.**

15-Refusing to withdraw the Third-Party claim (evidence with Plaintiff's brief) for negligence that had been superseded by a crossclaim for negligence with a pre-mediated intention of using it as an instrument for collecting unwarranted remuneration at a later date, which is how the second Dismissal Agreement was used. **Violation of PCR 3.3 and 8.4 Violation of Rule 11.**

16-Asserting knowingly false arguments based on case law *Richardson V Smith*, that was inapplicable to the facts of the case, filed one week after the March 24, 2023, hearing as a tardy after-hearing objection, which were waived. **Violation of Rule 11, PCR 3.3**

VIOLATIONS BY MR. BROUILLARD AND MR. ROMANO TOGETHER

17-Executing a fraudulent second Dismissal Agreement claiming there were "remaining claims," when in fact there were none. **Violation of Rule 11. Violation of PCR 3.3 and 8.4**

18-Lying to the Court in the November 5, 2021 hearing (transcript provided with Plaintiff's brief**)** in answer to the Court's question; "What claims are

against the Defendants?" to conceal the Third-party claim. **Violation of PCR 3.3 and 8.4**
19-Physically threatening Plaintiff at depositions, cause for Plaintiff to hire a security guard to attend. **Violations of Rule 8.4 and Rule 4.4 -** [3]

The aforementioned conduct described has been done by the Defense lawyers and amounts to the exploitation of Plaintiff who has been without recourse. Refusal to address such exploitation is tantamount to condoning it and represents an egregious abuse of process that is permitted against an unrepresented party, despite the party objecting repeatedly. The fees gained by the defendants in a case that should have been simple and short would be shocking. In addition to the 20+ times Plaintiff requested settlement discussions, they refused to discuss settlement with a limited scope attorney, hired expressly for that purpose, claiming there was no need to discuss settlement because "the judge is on their side." They made sure to draw out every issue, making fraudulent counterclaims, and contradictory factual claims, legal arguments so entirely frivolous that the absence of factual or legal inquiry is obvious. With counsel's dilatory conduct unjustifiably prolonging the case and

[3] **Rule 8.4(d)**: Engaging in conduct that is prejudicial to the administration of justice. Threatening a litigant undermines the integrity of the legal process. **Rule 4.4(a)**: A lawyer shall not use means that have no substantial purpose other than to embarrass, delay, or burden a third person. Threatening a litigant during a deposition serves no legitimate legal purpose and is likely an ethical violation.

increasing the costs of litigation, for their personal financial enrichment, deposing Plaintiff for 20 hours, issuing a subpoena for Plaintiff's hospital records without notifying her so she couldn't object. Conducting obstreperous motion practice, all of which Plaintiff was forced to respond to, for protection of her rights. These actions were not isolated incidents but part of a broader pattern of abusive and deceptive litigation practices. Such conduct undermines the integrity of the judicial process and imposes an undue burden on Plaintiff, having been forced to navigate the litigation without benefit of counsel.

"It is critical to both the bench and the bar that we be able to rely on the honesty of counsel. The term "officer of the court," with all the assumptions of honor and integrity that append to it, must not be allowed to lose its significance. We feel the distinction between little lies and big lies is difficult to delineate and dangerous to draw. The corrosive effect of little lies differs from the corrosive effect of big lies only in time it takes for the damage to become irreversible" [4]

WHEREFORE Plaintiff asks this Court to consider that Defendants' counsels engaged in a pattern of deceptive, frivolous, and abusive litigation practices in violation of Rule 11 of the Rhode Island Rules of Civil Procedure, Rule 3.3 and 3.1 of the Rhode Island Rules of Professional Conduct, and Rule 8.4 of the Rhode Island Rules of

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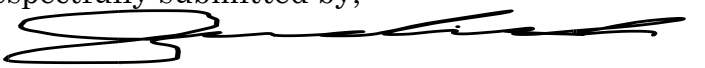
[4] Richmond, Douglas R., Appellate Sanctions Against Lawyers (2021). Baylor Law Review 2021, Available at SSRN: https://ssrn.com/abstract=4029194

Professional Conduct by Todd Romano and Stephen Brouillard that reflects the Court upholding the integrity of the judicial process and ensuring that all litigants, including those who are self-represented, are afforded a fair and impartial forum for the resolution of their disputes.

Respectfully submitted by,



Plaintiff/Appellant
Judith Clinton

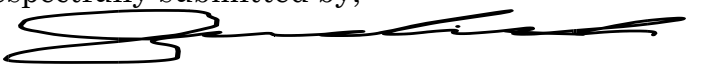
CERTIFICATE OF SERVICE

I hereby certify that on March 24, 2025, this Motion for Sanctions Appellate Rule 26 was filed in person at the Rhode Island Supreme Court, as well as through the United States Mail and email to the following parties:

Todd J. Romano, Esq.
Lewis Brisbois Bisgaard & Smith LLP
One Citizens Plaza, Suite 1120
Providence, RI 02903

Stephen J. Brouillard
Bianchi, Brouillard, Sousa and O'Connell
56 Pine Street
Providence, RI 02903

Respectfully submitted by,



No. 2023-310-A.

EXHIBIT A SANCTIONS

Judith Clinton	:
v.	:
Chad Babcock et al.	:

The appellant's ***motion for the Court to take notice of issues arising from the certificate of service on a January 12, 2024 motion for extension of time filed by the individual appellees, as prayed, is granted.***

The appellant's motion to withdraw her previously filed "Motion to Separate Appeals", as prayed, is granted.

Entered as an Order of this Court this ***23rd*** day of ***February 2024.***

By Order,

/s/ *Meredith A. Benoit*

Clerk

STATE OF RHODE ISLAND SUPERIOR COURT
(WC-(C.A. 2017-0376)- JUDITH CLINTON

Plaintiff/Counterclaimant

vs

CHAD BABCOCK, LISA NELSON,
REGINA FOSTER BARTLETT
CARYN SULLIVAN :MARIA DIMAGGIO and
TOASTMASTER INTERNATIONAL

Defendants

EXHIBIT A SANCTIONS *The following is the Conclusion of a 13-page motion filed at the beginning of the Appeal process in the RI Supreme Court. Notably the Motion was GRANTED by the Full Court. However, it appears it wasn't taken into account at the time the final decision on the Appeal was written.*

PLAINTIFF/APPELLANT, JUDITH CLINTON'S MOTION FOR THE COURT TO TAKE NOTICE OF ISSUES ARISING OUT OF THE INDIVIDUAL DEFENDANTS' COUNSEL STEPHEN BROUILLARD'S FALSE CERTIFICATE OF SERVICE

CONCLUSION

Perhaps all Plaintiff's questions don't compute for a member of the legal profession, as they see it as business as usual with a Pro se. Perhaps it is only a question an "ordinary citizen" like Plaintiff, stuck representing herself would ask. Equal protection under the 14th amendment of the United States Constitution gives citizens the right to represent

themselves in court, it is also a right under the Judiciary Act of 1789 that recognized the right to personally present oneself in court without a lawyer. **In 1948, this right was reaffirmed under U.S.C. § 1654 which reads:**

"In all courts of the United States the parties may plead and conduct their own cases personally or by counsel as, by the rules of such courts, respectively, are permitted to manage and conduct causes therein."

However, despite having this right, but being Pro se not by choice, and out of desperation making a motion for the Court to Appoint her Counsel, to which both attorneys objected, and then it got buried in a pile of motions never heard; From this Pro se Plaintiff's experience, it appears that the right to represent oneself in court, begins and ends at the courtroom door. After the Self-represented enters the courtroom, there are no more rights, and the Rule of Law disappears. Nothing you say matters, your arguments fall on deaf ears, they are disregarded, no matter how well researched, grounded in facts and law and well presented. (but part of the record) This Pro se seeks to one day be able to fully articulate the utter unfairness, for the purpose of highlighting an egregious complex social problem that the average "ordinary citizen" doesn't even realize exists, unless and until a legal issue arises in their life that must be addressed. Plaintiff asserts the first appearance of these two attorneys in this appeal, is a microcosm of the much bigger picture of the way the entire litigation has been conducted for the past 4 years, which is delineated in the email exchange between

Plaintiff and Stephen Brouillard. In their usual fashion, efforts to remain incognito have only highlighted their appearances at the altar of the RI Supreme Court, uncovering what they seek to cover up.

WHEREFORE, Plaintiff prays this document actually goes before the Court and it doesn't get shoved aside never to be seen by anyone but the clerk, and the Court takes notice of the actions by the opposing counsels, as described herein. It is filed to be part of the record supporting the facts set forth in Plaintiff's 12 (A) Statement, evidence of a repeated pattern of unethical conduct that continues unabated, demonstrated by these most recent actions. It will be attached to a response to any Show Cause Order that may be issued. Plaintiff asks the Court to take action the Court deems just and proper. Please grant Plaintiff's Motion to Take Notice.

Respectfully submitted by,

Judith Clinton – Plaintiff/Appellant Pro se
418 Benefit Street
Providence, RI 02903

CERTIFICATE OF SERVICE

I hereby certify that on February 2, 2024, Plaintiff/Appellant, Judith Clinton's Motion for the Court to Take Notice of Issues Arising Out of the Individual Defendants' Counsel Stephen Brouillard's False Certificate of Service, was filed via email and United States Mail to the following parties:

Todd J. Romano, Esq.
Lewis Brisbois Bisgaard & Smith LLP
One Citizens Plaza, Suite 1120
Providence, RI 02903

Stephen J. Brouillard
Bianchi, Brouillard, Sousa and O'Connell
56 Pine Street
Providence, RI 02903

Respectfully submitted by,
Plaintiff/Appellant Pro se
Judith Clinton
418 Benefit Street
Providence, RI 02903

EXHIBIT B SANCTIONS

STATE OF RHODE ISLAND SUPERIOR COURT
JUDITH CLINTON (WC- 2017-0376)
Plaintiff/Counterclaimant
vs :
CHAD BABCOCK, LISA NELSON,
REGINA FOSTER BARTLESS :
CARYN SULLIVAN, MARIA :
MARIA DIMAGGIO and :
TOASTMASTER INTERNATIONAL
Defendants

PLAINTIFF, JUDITH CLINTON'S FIRST **AMENDED COMPLAINT AGAINST DEFENDANTS CHAD BABCOCK, LISA NELSON, REGINA FOSTER BARTLETT, CARYN SULLIVAN, AND MARIA DIMAGGIO FOR ABUSE OF PROCESS(10/27/2021)**

Parties

1. Plaintiff-in this claim, Judith Clinton is an individual residing in Stonington, Connecticut.

2. Defendant, Chad Babcock, is an individual residing in Pawcatuck, Connecticut.

3. Defendant Lisa Nelson, is an individual residing In Westerly, Rhode Island.

4. Defendant, Regina Foster Bartlett, an individual residing in West Greenwich, Rhode Island.

5. Defendant, Caryn Sullivan, an individual residing in Westerly, Rhode Island.

6.Defendant, Maria DiMaggio, an individual residing in Westerly, Rhode Island.

Jurisdiction

7. This Court has jurisdiction over these claims pursuant to Super. R. Civ. P. 13.

Count I ***Abuse of Process***

8.Defendants instituted the Abuse of Process legal pr oceedings and process against the Plaintiff.

9.Defendants used the proceedings and process for an ulterior and wrongful purpose that the Proceedings and process were not designed to accomplish.

10. Defendants instituted their Abuse of Process Lawsuit for the wrongful purpose of harassing Plaintiff and putting Plaintiff under "duress" to coerce her into dismissing the claim of Defamation she brought against the Defendants; by having her defend against their false, frivolous and vexation claims of Abuse of Process.

11. Contrary to the assertion in the Defendants' Abuse of Process claim, the Defendants have not incurred legal expenses or incurred substantial losses as asserted in their claim against Plaintiff, evidenced by the refusal of Defendant Lisa Nelson to answer questions regarding same in a September 1, 2020 deposition, as well as Defendants refusing to produce documents that provide bottom line amounts of the legal fees they paid their attorney, as said documents would reveal very limited amounts paid, as opposed to SUBSTANTIAL amounts claimed in

their Abuse of Process claim. Defendants have at all times concealed those amounts.

12. Defendants' Abuse of Process claim has been used for the wrongful purpose of unjust enrichment of the Defendants' counsel who has been paid by Defendant Lisa Nelson, and who was then reimbursed by her insurance coverage for Defamation under her homeowner's policy, whereas she did not incur any losses, yet her attorney received payments for the hundreds of hours he billed her while Abusing the Process for the purpose of harassing Plaintiff repeatedly to cause her so much distress she would dismiss her claim of Defamation against the Defendants. Unjust enrichment is contrary to equity and good conscience for the Defendant to retain a benefit (legal services) that has come to the Defendant at the Expense of the Plaintiff.

13. The Defendants' Abuse of Process claim was instituted without probable cause and with malice. A person has lawful grounds for prosecuting a claim when they have a genuine belief in the existence of facts that support each essential element of the claim, when those facts would warrant a person of ordinary caution, prudence and judgment, under the circumstances to entertain that belief. Malice may be inferred from lack of probable cause.

14.The prior paragraphs are incorporated herein by r eference as if set forth in their entirety.

15.As a proximate result of Defendants' Abuse of Proc ess, Plaintiff has suffered and will continue to suffer substantial losses and damages, as well as special damages.

Count II ***Malicious Prosecution***

16.The prior paragraphs are incorporated herein by r eference as if set forth in their entirety.

17. After Plaintiff questioned Defendant Lisa Nelson in a deposition on September 1, 2020, regarding the amounts paid to her attorney, which were claimed as damages in their Abuse of Process claim, the Defendant's attorney ordered her not to answer the questions. One week later when Plaintiff demanded answers to the question of damages, the Defendants' Abuse of Process claim against Plaintiff was voluntarily dismissed, and, therefore, the claim was resolved in Plaintiff's favor.

18. Not only did the Defendants not have probable cause to make their claim, but their claim for damages is also false, and it was knowingly false at the time the Defendants' attorney wrote the counterclaim, signed his name to it and filed it with the Court.

19. As a proximate result of Defendants' Malicious Prosecution, Plaintiff has suffered and will continue to suffer substantial losses and damages, as well as special damages and special injury.

Count III -Intentional Infliction of Emotional Distress

20. The prior paragraphs are incorporated herein by reference as if set forth in their entirety.

21. Defendants' started and continued a civil proceeding against Plaintiff without probable cause, when they knew they didn't have probable cause, but made false claims in their counterclaim for Abuse of Process against Plaintiff with the purpose of causing Plaintiff to become distressed, causing her to defend against their false claims, causing Plaintiff to incur costs and expenses to depose the Defendants in order to ascertain the truth and veracity of their false claims, and with the purpose of putting Plaintiff under duress so that she would dismiss her claim of defamation she has against the Defendants.

22 Defendants' attorney made so many filings in this case and caused Plaintiff to have to go to court and defend herself to such an extent that the case has now become almost impossible to decipher by other attorneys, with a Docketing Statement that is 27 pages long, viewed by other attorneys as a "crazy mess."

23. Because the Process has been Abused by the Defendants, and the case has become such a "crazy mess" Plaintiff has been unable to find an attorney willing to file an appearance in the case, and Plaintiff is still stuck being a self-represented litigant without counsel.

24. The Defendants' claim, and Abuse of Process was done with reckless intent to deliberately cause severe emotional distress with full knowledge that severe emotional distress would likely occur.

25. The Defendants' claim and Abuse of Process was done in a manner that they should have realized that it involved an unreasonable risk of causing emotional harm to the Plaintiff by having the Plaintiff repeat over and over again the events of November 15, 2016, that traumatized Plaintiff and that the distress was of a nature that might cause illness or bodily harm.

26. The Abuse of Process claim was first filed May 20, 2019, and continued with unabated actions, motions, Requests for Production, Interrogatories, 20 hours of depositions and repeated failed efforts to get Plaintiff's claim Dismissed for failure to comply with entry of a final judgment for dismissal, despite Plaintiff's compliance. Defendants were finally forced to dismiss their Abuse of Process claim September 8, 2020, due to the discovery of information that the Defendants' claim for damages was false and fraudulent.

27. This conduct continued well after the Abuse of Process claim had been dismissed by Defendants. Plaintiff was coerced into agreeing to a Court Order to produce documents. After much badgering of Plaintiff by Defendants' counsel, Plaintiff gave in to this coercion in order to stay away from the Courthouse during a spike in the pandemic so that she could protect her health, a 68-year-old woman

with an autoimmune disease in the vulnerable populations susceptible to the virus.

28 Defendants' counsel knew that Plaintiff was traumatized by the events of November 15, 2016, but Plaintiff was asked to repeat the details of the traumatizing event, during 20 hours of depositions the Defendant's subjected Plaintiff to, causing Plaintiff to be re-traumatized and experience symptoms of PTSD repeatedly.

29. The reprehensible unethical behavior toward Plaintiff by Defendants' counsel has all been documented and it is part of the case file. It all clearly illustrates the deliberate reprehensible egregious conduct by Defendants' attorney that has been intentional on his part to upset, disturb and distress Plaintiff during the course of this litigation for the wrongful purpose of causing her to dismiss her claim of defamation against the Defendants.

30. Emails received by Plaintiff from attorneys who rejected providing assistance with her claim, represent only a fraction of the attorneys Plaintiff has inquired with to get assistance. The rejections were put in writing, with many more rejecting Plaintiff's requests verbally when she consulted them on the telephone. All the attorneys looked at the case in the same light as the attorneys who rejected Plaintiff's request in writing. The consequence of a deliberate Abuse of Process by Defendants.

31. Each time Plaintiff has to inquire with an attorney, Plaintiff must retell the events of November 15, 2016, which cause Plaintiff to be re-traumatized repeatedly, but still walk away empty handed without the assistance of counsel, still stuck representing herself.

32. As a proximate result of Defendants' Intentional Infliction of Emotional pain coupled with Negligent infliction of emotional pain, Plaintiff has suffered and will continue to suffer substantial losses and damages, as well as special damages and special injury.

Count IV - Civil Conspiracy

33.The prior paragraphs are incorporated herein by r eference as if set forth in their entirety.

34. The defendants, jointly in concerted action and/or conspiracy, and each one separately utilized the untimely, unwarranted, and harassing interpleader of their Abuse of Process claim against Plaintiff, to put Plaintiff under continual duress, which has caused Plaintiff severe emotional distress for which Plaintiff has received medications in order to cope with said emotional distress, due to the development of clinical depression.

35. They either formulated an agreement among themselves, or they agreed on every detail of working in concert. Actions indicate that there was a joint plan among them, and the defendant joined in that

plan. It is not always possible to prove a conspiracy by direct evidence. The law allows where it is reasonable, to infer that there was a conspiracy from all of the circumstances. For example, if people who know each other or have been in communication with each other are shown to have been involved in concerted actions which all seem designed to accomplish a specific purpose, then it may be reasonable to conclude that those actions were not coincidental but were taken pursuant to a joint plan. To establish a claim for civil conspiracy, an express agreement is not necessary. However, there need be only indicia of an agreement. Saint John's Church v. Scott, 194 P.3d 475 (Colo. App. 2008) An alleged conspiracy to defraud, cheat, and wrong the plaintiff by procuring a judgment was held to state a cause of action in Dixon v. Bowen, 85 Colo. 194, 274 P. 824 (1929) **The Abuse of Process was used to abuse, harass, smear and attempt to make Plaintiff give up her claim and go away battered and "defeated."**

36. Despite the Defendants having both a Third-Party Complaint and a Crossclaim against Third Party Defendant Toastmasters International for negligence, the Defendants have neither produced any discovery, propounded Discovery on Toastmasters International, nor prosecuted their claims of negligence against the multi-million-dollar organization.

37 Instead of prosecuting their claim for negligence against Toastmasters International, the Defendants have at all times during Discovery worked hand in

hand with Defendant TMI's counsel to conceal facts and documents (potential evidence) and keep any such possible evidence from being allowed to be Discovered, including but not limited to coaching the Defendants to give evasive answers to deposition questions regarding negligence by the multi-million dollar organization, thus working in concert to shield the multi-million dollar organization.

38. The Defendant TMI's counsel stated in writing the details of their acts in concert regarding Plaintiff's claim and admitting that while they have an adversarial relationship, they are working together against Plaintiff despite that fact, when he wrote the following:
"All the evidence you need to substantiate the fact that we are not "co-counsel" is the fact that the codefendants have a filed a cross claim against my client. Attorney Brouillard could not simultaneously be cocounsel to Toastmasters while pursuing the cross claim against it. Ultimately as co-defendants we have a common interest in defeating your claims but that does not make us co-counsel."

39. Counsel for the Defendant TMI was present at the deposition of Defendant Lisa Nelson when information that the Defendant Lisa Nelson's insurance carrier was providing payment for the Abuse of Process claim became apparent, and, therefore, the Defendants, consequently, were not incurring any legal costs or incurring substantial damages as they falsely claimed in their Abuse of

Process claim against Plaintiff, and he was well aware of it. Counsel signed the stipulated agreement to voluntarily dismiss the Abuse of Process claim against Plaintiff.

40. At all times during the prosecution of their Abuse of Process claim against Plaintiff, counsel for the Defendant TMI was aware of the concealment of potential evidence of negligence and aware that Defendants claim for substantial losses incurred by them was false and fraudulent, as the counsel for the Defendants and counsel for Defendant TMI worked in concert to hide, suppress, and conceal potential evidence of same.

41. As a proximate result of Defendants' Intentional Infliction of Emotional pain and the concerted efforts, the Abuse of Process was used to abuse, harass, smear and attempt to make Plaintiff give up her claim and go away battered and "defeated." Plaintiff has suffered and will continue to suffer substantial losses and damages, as well as special damages and special injury.

WHEREFORE, Plaintiff demands judgment against Defendants for damages and losses, including but not limited to reasonable attorneys' fee and costs, non-economic damages, economic damages, compensatory damages, punitive damages for intentional infliction of emotional distress being the cause of Plaintiff's need for medications due to the onset of Clinical Depression, as well as having an impact on her physical health requiring higher expensive medications to control increased diabetes,

as well as losses incurred due to the Defamation claim being obstructed and prohibited from being brought to its rightful conclusion, resulting from the use of these proceedings for an ulterior and wrongful purpose. Plaintiff also claims special damages in the form interference in her membership rights of four years of missed opportunities being a member of the global organization Toastmasters International, a 97-year-old world renowned educational program that provides training for communication and leadership skills. Plaintiff has been denied the opportunities afforded by being a member of said organization, which she had 10 years of time and energy invested into and had achieved many awards, prizes and recognition as an accomplished public speaker and leader. Being denied four years of opportunities, a consequence of having to constantly fight a legal battle that was maliciously taken against Plaintiff, and which have denied her the ability to participate in learning, growing, excelling and gaining additional recognition and skills, the opportunity to win awards and prizes, as well as being a participant in the World Championship of Public Speaking for which participants are entitled to lucrative earnings and world-wide recognition. The constant name calling, berating and smearing of Plaintiff with the intention of damaging Plaintiff's reputation in an effort to debilitate Plaintiff so she would be caused to give up her claim. Said loss is difficult and claimed as "special damages" and a "special injury" of Plaintiff's person, especially causing attorneys to refuse representing Plaintiff after looking at the case filled with so many abusive actions taken by the Defendants, leaving Plaintiff

without counsel. Plaintiff claims the special damages and special injury, as well as all other damages stated herein, including but not limited to costs to continue and upgrade psychotherapy due to clinical depression and the need for higher grade medications for both psychological and physical conditions, pain and suffering, punitive damages and for any other relief this Court deems just and proper.

PLAINTIFF DEMANDS TRIAL BY JURY.

Respectfully Submitted by,

Judith Clinton – Pro se Plaintiff
2 Rose Lane
Stonington, CT 06378

APPENDIX G

Excerpt pages 12,13,14,19 of the following document, among others ignored by the RI Supreme Court

STATE OF RHODE ISLAND SUPREME COURT
JUDITH CLINTON C.A. No: SU-2023-0310-A
Plaintiff/Counterclaimant :
(WC- 2017-0376)
vs :
CHAD BABCOCK, LISA NELSON,
REGINA FOSTER BARTLESS :
CARYN SULLIVAN, MARIA :
MARIA DIMAGGIO and :
TOASTMASTER INTERNATIONAL
Defendants

PLAINTIFF/APPELLANT'S 12 (A) STATEMENT SUPPLEMENT IN RESPONSE TO SHOW CAUSE ORDER

In the hearing on June 20, 2023, Plaintiff pointed out how right there in the 6/20/23 hearing, Defense counsel, Todd Romano, demonstrated his ability to **shout <u>objection</u>** in the middle of Plaintiff's presentation. **(06/20/23transpg18line16-18)** Yet neither attorney objected in the 03/24/23 hearing, <u>happily</u> setting Pre-trial and trial dates, leaving the courthouse <u>smiling and laughing.</u> Not "deprived." Failure to object was either by agreement or incompetence. Under the raise-or-waive rule, "a litigant cannot raise an objection or advance a new theory on appeal if it wasn't raised before the trial

court." *E.T. Investments, LLC v. Riley*, 262 A.3d 673, 676 (R.I.2021) Objection was waived.

Although the Court acknowledged the falsity of Defendants' assertions, it nonetheless granted relief not requested by the Defendants. They requested enforcement but received "reinstatement." The Rhode Island Supreme Court applies an abuse of discretion standard to motions under Rule 60(b) (*In re Estate of Brown, 206 A.3d 127, 134(R.I. 2019*)

Taft-Carter's 2022 decision *Wilson v. 2 Tower, LLC, et al(2022* defines grounds for recission based upon fraud. In *Mallette v. Children's Friend and Service*, 661 A.2d 67, 69(R.I. 1995), Elements of fraud are: **(1)**a misrepresentation, **(2)**with knowledge of its falsity, (Agreeing to Dismissal of All Claims, Crossclaims and Counterclaims under the Docket #2017-0376; Third-party claim is also under docket #2017-0376) **(3)**intent to induce another's reliance on the misrepresentation. (Defendants' pre-meditated plan to file a second dismissal Agreement, evidenced by email chain with Brouillard refusing to "withdraw" the Third-party claim.) **(4)**justifiable reliance (**Relying on their agreement, Plaintiff filed the Dismissal Agreement December 13, 2022, closing the case as dismissed, ending her pursuit of justice**, with the inducement there were no "remaining claims." **(5**)resulting damage (Plaintiff suffered pecuniary damage as a result of **being deprived of an award from a jury or settlement from Defendants**, whose liability Plaintiff had provided proof for. The exchange in the 3/24/23 hearing demonstrates the Court's awareness the

Dismissal Agreement isn't a "**consent order**,"[5] and doesn't require a Rule 60(b) motion to vacate as Defendants repeatedly insist Dismissal wasn't vacated, it was withdrawn, as Plaintiff notified it would be in her February 8, 2023, document. It was Plaintiff's prerogative to withdraw it. The Court acknowledged it. Both times it was asserted, it was **unobjected to by Defendants.** For the Court to assert in her 6/20/23 decision, she made an error of law by making these inquiries, is an assertion that doesn't comply with any definition of error of law[6]. The Court acknowledged she **read the bench copies** containing the transcript pages from the November 5, 2021 hearing when both attorneys lied to the Court about what claims were pending,

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[5]**COURT:** "Have you withdrawn your consent to the dismissal? If so, we have a trial week open April 11th and that's when the case will go, so you pick."

MS. CLINTON: "I would like to rescind the stipulated dismissal that was signed by both attorneys and myself because I submitted that under duress, under extreme duress, to relieve myself from having to attend the hearing that Your Honor is aware of. Your Honor did receive my bench copies with my letter that had all of the pleadings that were to be heard?" Did Your Honor receive that?"

COURT: I've received all bench copies, But I want to know, ma'am, based on **what I read**, you aren't agreeing to a dismissal of this case which is WC 2017-0376?

COURT: I need to know **yes or no** because we're going to get this scheduled tried**.**

[6] An error of law is an erroneous determination of legal rules governing procedure, evidence or the matters at issue between the parties.

establishing **from the record**, dishonesty of lying to a tribunal, and the email chain between Brouillard and Plaintiff, evidence of intent to defraud, all before the Court on March, 24, 2023. Duress was well known and acknowledged. **(Ex5)** The Dismissal Agreement, (**not** a "consent order entered by Court Order) was withdrawn/rescinded for good cause shown; Settled law, per the Court's own decision *Wilson v. 2 Tower, LLC, et al (2022),* supporting "recission" as the appropriate remedy, not a motion to vacate.

Defendants' **tardy after-hearing objections filed four days after the recission**, presenting inapplicable case law, are waived by not being raised in the March 24, 2023, hearing. The RI Supreme Court states: "Rule 60(b) doesn't constitute a vehicle for the motion justice to reconsider the previous judgments in light of later-discovered legal authority." *Jackson v. Medical Coaches, 734 A.2d 502, 505 (R.I. 1999*).

The Court justifies after-hearing arguments by asserting "…. because they were improperly denied at least ten days' written notice to prepare and present any objection."(**6/20/23transpg29-30line25-1)** This is simply not true.

This case could have been resolved at its inception. **Defendants chose litigation**. In November 2021, when a **CHUBB** claims adjustor contacted Plaintiff to settle, Defense counsel put the kibosh on it. Settlement didn't serve maintaining a revenue stream for himself and Co-Defense counsel. While being paid for hundreds **of billable hours**, Defendants forced Plaintiff into a position of being self-represented for years. **Exploitation of**

Plaintiff for personal enrichment. Both Defendants objected to Plaintiff's Motion for the Court to Appoint her Counsel, arguing against Plaintiff having counsel. ***Res Ipsa Loquitur***

Working in collusion, (despite an adversarial relationship,) asserting fraudulent defenses, shielding multi-million-dollar Toastmasters; Harassing, vexatious litigation against a 71-year-old single unrepresented woman. Without voluntary dismissal Plaintiff would never see relief from litigation. "The Rules of Professional Conduct are in place not solely to protect individual clients but also to protect the integrity of the judicial system itself." *In re McKenna, 110 A.3d 1126, 1150 (R.I. 2015)*

False accusations by the Court; threats to sanction and enjoin; *Sua sponte* initiating Rule 60(b) motion without prior notice, claiming inherent power to "reinstate" a Dismissal Agreement obtained by coercion, not **a "consent order,"** claiming jurisdiction under Rule 7(b)(1), despite the rule not specifying time frames, asserting Defendants didn't have 10 days prior notice, when they had six weeks, objections were admittedly waived, entertaining after-hearing arguments for interlocutory decisions, evidence of fraud and duress ignored - violations of Plaintiff's due process right to prior notice, to be heard by an impartial adjudicator, with decisions based upon the Rules and Laws, versus the "essence" of a motion.

CONCLUSION

Plaintiff asserts errors of law and abuse of discretion, bad faith litigation, defense counsels claiming zealous advocacy for their clients, stating, "You

initiated the lawsuit, the defense has the right to defend themselves, and by continuing the litigation they're doing what they're entitled to do." Asserting a fraudulent defense, covering-up negligence, the cause of interfering in Plaintiff's right to contract counsel, resulting in exploitation, procuring a monetary reward via a second Dismissal filed under false pretenses, after coercing Plaintiff to voluntarily dismiss her claim without benefit of counsel, consequent of duress she could no longer endure, depriving Plaintiff of her right to trial, an "entitlement" grounded in state law which can't be removed without "cause." *Logan v. Zimmerman Brush Co., 455 U.S. 422 (1982).* An impartial adjudicator should take notice, balance it out, instead of looking the other way, misleading the Pro se Plaintiff, and allowing parties represented by counsel to be "Above the Law."

WHEREFOREPlaintiff requests this honorable Court reverse the decisions being appealed **or** allow her to fully brief the final decision entered September 1, 2023, and interlocutory decisions entered February 9, 2021, March 22, 2021, January 6, 2022.

Respectfully submitted,

Judith Clinton
418 Benefit St
Providence, RI 02903

APPENDIX H

STATE OF RHODE ISLAND
WASHINGTON, COUNTY SUPERIOR COURT
JUDITH CLINTON CASE NO: WC/2017-0376
VS.
CHAD BABCOCK, ET AL.

HEARD BEFORE THE HONORABLE JUSTICE SARAH TAFT-CARTER ON JUNE 20, 2023
MOTIONS APPEARANCES:
JUDITH CLINTON, PRO SE PLAINTIFF
STEPHEN J. BROUILLARD, ESQUIRE and
TODD J. ROMANO, ESQUIRE FOR THE DEFENDANTS
TUESDAY, JUNE 20, 2023 MORNING SESSION
THE CLERK: Miscellaneous calendar for June 20th,
2023, WC/2017-0376, Judith Clinton v. Chad Babcock, et al. Would the attorneys please identify yourselves for the record.
MR. ROMANO: Todd Romano for Toastmasters International.
MR. BROUILLARD: Stephen Brouillard for defendants, Chad Babcock, Lisa Nelson, Regina Foster Bartlett, Caryn Sullivan, and Maria DiMaggio.
THE CLERK: Miss Clinton, please raise your right hand. (Judith Clinton duly sworn)
THE CLERK: Please state and spell your first and last name for the record.
MS. CLINTON: Judith, J-U-D-I-T-H, Clinton, C-L-I-N-T-O-N.

THE CLERK: Thank you.

THE COURT: We're here today with respect to motions, but before we begin with the motions, the Court would like to address the plaintiff concerning the treatment, her treatment, of court staff. The Court recognizes that pro se litigants are afforded leniency due to their status. The right to access the courts, however, is not and must not be construed as a right to engage in unfocused, vexatious, and time-consuming conduct in the course of litigation. And the Court is citing *Gray v. Stillman White*, 522 A.2d 737; *Cok v. Cok*, 533 A.2d 534; and *In re Estate of Brown*, 206 A.3d 127. Such conduct unduly consumes judicial resources and impairs the rights of other litigants to have their cases resolved expediently. Therefore, a party's pro se status is not a shield, for one acting pro se has no license to harass others, clog the judicial machinery without with meritless litigation, and abuse already overloaded court dockets. Throughout this litigation, this Court has observed and noted that the plaintiff has exhibited a pattern of vexatious and harassing conduct toward court staff, the attorneys, and this Court. The plaintiff has routinely filed numerous and duplicative memoranda with scant to no legal support. The amount of material that plaintiff submitted in connection with today's motions totals 193 pages, much of which is repetitive and the majority of which fails to identify any legal authority to support it. Most concerning to this Court is the plaintiff's treatment and harassment of court staff. Plaintiff has repeatedly accused the court clerks of colluding with defense counsel and evading

her questions. She has bombarded the Clerk's Office with e-mails demanding that they provide clarification to questions that they have already answered, and when the Clerk's Office answers her requests for clarification, she accuses them of improperly giving her legal advice. Courts have repeatedly held that it is appropriate to sanction or enjoin pro se litigants from making baseless, personal, and harassing attacks on court staff or defense counsel. See *Fox v. Fox*, 280 A.3d 354; *Fredin v. Middlecamp*, 2020 WL 6867424; *McGarry v. Geriatric Facilities of Cape Cod*, 2011 WL 344751. This has been particularly true with the plaintiff's continuous request concerning the statistical status of this case. It has been explained that such a designation within the Odyssey system does not prevent filings from occurring; rather, it is a way that our technology tracks actions to this case. The status will only be changed if an official action, such as an order, is entered. The terminology has been explained to the plaintiff at least twice by Mr. Oates. Notwithstanding, the plaintiff persists in her assistance that her -- in her insistence that her due process rights have been violated. The Court is no joke. While courts -- and it's not to be considered or construed as a joke. This is serious business. While courts do provide pro se litigants with leniency, the Court will not excuse this litigant from following basic rules of civility and ethics. This is expected. It's expected 100 percent of the time. It's expected with respect to your interaction, ma'am, with the court staff. Your interaction, your tone, your accusations are to end. The Court is not sanctioning the plaintiff. She's not enjoining her. The Court is reminding the

plaintiff, as a warning, of its power to sanction and enjoin, unless this behavior changes. We will now begin with the motions filed by the Babcock defendants and Toastmasters.

MR. ROMANO: Which motion would you like to start with, Your Honor?

THE COURT: Motion to enforce dismissal stipulation.

MR. BROUILLARD: Thank you, Your Honor. The defendants' motion to enforce the dismissal stipulation, in looking at it, is just over three pages. Rather than reiterate what's in the papers, I would rely on that, ask if the Court has any questions. But, simply, the position is that the parties voluntarily entered into a dismissal stipulation with prejudice and that, under Rhode Island case law, unless there's a motion to vacate that stipulation and it's granted, that it should be enforced, and no motion to vacate has been filed by the plaintiff. So I rely on that, unless the Court has any questions.

THE COURT: No questions. Do you have anything you want to say?

MR. ROMANO: I can add to that, Your Honor, and I guess it would also be in support of Toastmasters' -- excuse me -- motion to vacate scheduling order set on 10 April 21st and Toastmasters' motion to strike the plaintiff's filing titled Rescinded/Withdrawn Stipulated Agreement of Dismissal, if that's a -- if it's okay to proceed like that.

THE COURT: Yes.

MR. ROMANO: Your Honor, I would just point out that, at this time, the dismissal stipulation filed on December 13th governs the status of this case. The defendants have not consented to vacating that dismissal stipulation. Miss Clinton has not filed a motion to vacate that dismissal stipulation. The Court has not granted a motion to vacate the dismissal stipulation. I'm sure the plaintiff's going to refer to the March 24, 2023, hearing where the Court *sua sponte* called the parties in to discuss Miss Clinton's February 8 filing. That was not a motion. That was just her reply and statement that she placed on the record, for whatever reason, insinuating that she may, in the future, file a motion to vacate the dismissal stipulation but was not at that time. At the March 24th, 2003 [*sic*], session, I'm going to call it, the defendants were not provided any notice that the Court was going to vacate the dismissal stipulation. The defendants were not provided an opportunity to present evidence or argue against vacating the dismissal stipulation at that time. The plaintiff did not make an oral motion, would be my argument, on March 24th. The plaintiff responded to the Court's question as of whether or not the plaintiff wanted to rescind the dismissal stipulation, but there was never a formal motion, no evidence in support of a motion to withdraw the dismissal stipulation. Without being afforded notice, the Court was considering vacating the dismissal stipulation, and without being afforded an opportunity to present evidence to argue against vacating that dismissal stipulation, the defendants did not knowingly, voluntarily, or intentionally

waive their right to object. I would also point out that Toastmasters, on March 13th, did file an objection to Miss Clinton's February 8 reply and statement, which prompted the March 24th session, and TMI, therefore, never waived any right to object to Miss Clinton's alleged motion to vacate. I would reiterate that, until the dismissal stipulation is vacated, this Court does not have jurisdiction to do anything, and I would cite to *Douglas Construction and Supply Corporation v. Wholesale Center*, which is 379 A.2d 917 -- 917, \Rhode Island case from 1977. And the law is clear that the Court must provide notice and an opportunity to be heard before ruling on an issue *sua sponte*, and that was not provided to these defendants when the dismissal stipulation was temporarily, I'd call it, vacated in March. And we can cite to *Catucci v. Pacheco*, 866 A.2d 509, another Rhode Island case from 2005, as well as *Vargas Manufacturing Company v. Friedman*, 661 A.2d 48 (R.I. 1995). To also reiterate, that an -- that a dismissal stipulation, the standard for vacating that, an order consented to by the parties cannot be opened, changed, or set aside without the assent of the parties in the absence of fraud, mutual mistake or actual absence of consent, which would be the Rule 60 standard, again, citing to the *Douglas Construction and Supply Corporation* case, and also citing to *In re McBurney Law Services*, 798 A.2d 877 (R.I. 2002). As to waiver, which Miss Clinton is expected to argue and was presented in some of her papers, the law is clear, an implied waiver of a legal right must be proven by a clear, unequivocal, and decisive act of the party who is alleged to have committed waiver. That's from *Sturbridge Home*

Builders, Incorporated, v. Downing Seaport, Incorporated, 890 A.2d 58 (R.I. 205) -- I'm sorry, (R.I. 2005). Again, reiterating what I said earlier, the defendants did not have an opportunity to object. The transcript is clear as to that. There was a one-sided conversation between the Court and the plaintiff as to whether the plaintiff wanted to vacate the dismissal stipulation. The defendants were not asked if they objected, were not given an opportunity to object. And, furthermore, I would say that vacating a dismissal stipulation is just too important of a motion to be brought by an oral motion without notice and for a court to find a defendant waived by implication. Finally, the *Richardson v. Smith* case, 691 A.2d 543 (R.I. 1997), is directly on point. The Court there *sua sponte* vacated a previous order of the Court which was -- excuse me -- and the plaintiff tries to distinguish *Richardson* from this matter, citing the act that the *Richardson* case was in the, quote, middle of trial. That is an insignificant distinction. It's a distinction without a difference. What is pertinent there is that the Court summoned the parties, summoned the attorneys into chambers for an explanation of the procedural status, and after consulting further with the parties and the justice who entered the prior order, he vacated the trial assignment and reinstated the dismissal stipulation, much like occurred here on March 24 where the parties were summoned to court. What is most relevant is that the Court *sua sponte* vacated the prior order, which it was determined by the Supreme Court the trial justice had exceeded his authority by doing so. Accordingly, Your Honor, the scheduling order of 14 March -- set on April 21st

needs to be vacated. There's no jurisdiction to set that scheduling order. The motion to strike Miss Clinton's May 19 filing titled Rescinded/Withdrawn Stipulated Agreement must also be granted for the reasons aforesaid.
THE COURT: Thank you. I'll hear from the plaintiff.
MS. CLINTON: Can you hear me?
THE COURT: I can. Thank you.
MS. CLINTON: Yes. Okay. It didn't surprise me to be dressed down by the Court like you just did. However, I do feel the need to respond on that count. You are addressing me as a pro se litigant, and I have informed this Court numerous times that that is not my choice. I can't get counsel. In October 2021, after 20-plus requests to have settlement discussions, I concluded that despite requesting more than 20 times for these discussions, that the defense counsel simply would not confer with me due to the fact that I'm not an attorney. I sought to hire an attorney on a limited basis for the purpose of exploring settlement discussions with counsel for defendants Toastmasters International, Todd Romano. I engaged former U.S. Attorney Aaron Weisman to explore settlement with Mr. Romano. He was interested in helping me, and I paid him $5,000 to read documentation that would give him background enough to have settlement discussions with Mr. Romano. We spent over five weeks. He read, we discussed the case, until he felt he understood the issues enough to contact Mr. Romano. Although, when --
THE COURT: Excuse me, ma'am.
MS. CLINTON: Yes.

THE COURT: We're going to stick with the motions today. Your inability to get counsel, in the Court's view, does not excuse your behavior toward the court staff; and, therefore, I'm going to ask you to respond to the defendants' motion to enforce dismissal stipulation.
MS. CLINTON: I will, but I would like to be heard.
THE COURT: We're going to, what you're talk --
MS. CLINTON: You're shutting me down on this?
THE COURT: I am.
MS. CLINTON: **I would like to be heard**.
THE COURT: Well, ma'am --
MS. CLINTON: A fair hearing, I should be heard.
THE COURT: You've had plenty of fair hearings. Before the Court today are the following: motion to enforce the dismissal stipulation; defendant Toastmasters' objection to and motion to strike plaintiff's filing dated May 19th, 2023; defendant Toastmasters' motion to vacate; defendant Toastmasters' motion for summary judgment; defendants' motion to dismiss plaintiff's malicious prosecution and civil conspiracy claim; defendants' motion to dismiss for lack of prosecution, along with objections. That is what is down today, and that is what we're going to focus on. So we will begin, or if you would like to begin, please, with your objection to the motion to enforce the dismissal stipulation.
MS. CLINTON: I -- I object to being shut down on being heard.
THE COURT: That's fine, you can object.
MS. CLINTON: I do.
THE COURT: I note your objection.
MS. CLINTON: Okay. Thank you.
THE COURT: Let's stick with the program.

MS. CLINTON: Now, I am not clear on what these motions were. One was -- it sounded like it was a mixture of two motions. Can I know which ones I am replying to?
THE COURT: Again, defendants Babcock, Nelson, Bartlett, Sullivan, DiMaggio motion to enforce dismissal stipulation.
MS. CLINTON: Okay. And in the motion to enforce the dismissal stipulation, Mr. Brouillard states in his motion that they were not allowed to be heard on an objection. The facts regarding the dismissal agreement are, notification of plaintiff's intention to withdraw the dismissal agreement filed by plaintiff on December 13th, 2023, was provided to the parties to the dismissal in her document filed with the Court on February 8th, 2023. This document was filed responding to the defendants' second dismissal agreement filed on December 27th, 2023, which I asserted was a fraudulent act. Withdrawal was put off till the future to to allow for plaintiff's recovery from ill health consequent of duress. December 13th, 2022, dismissal agreement was signed under duress. This is no secret. Everyone was aware that I was under duress, including the adjusters at Chubb, who facilitated the signing of the document. The Court reviewed the February 8th, 2023, document and called a hearing for March 24th, 2023, regarding the facts in plaintiff's February 8th, 2023, document. Notice of the hearing was sent to all parties by the Clerk of the Court on February 8th, the same day plaintiff's document was filed, which was the cause for the Court to call the hearing on March 24th, 2023. The February 8th, 2023, document as well as the memorandum filed with the dismissal

agreement on December 13th, 2022, both state that it is being provided under duress, without benefit of counsel, and to protect plaintiff's health from continued duress being put on her by the actions of the defendants during the litigation. Clearly, the Court considered these reasons provided by plaintiff in both the memorandum with the dismissal agreement as well as the February 8th, 2023, document filed by plaintiff to be for good cause. At the hearing, the Court informed plaintiff that the case was open and asked plaintiff what she wanted to do. Plaintiff asserted she wanted to rescind the dismissal agreement because it was signed under duress. In fact, plaintiff said it twice in the hearing, I rescind the dismissal agreement. No one said, the Court did not say, no, you can't do that. Upon hearing plaintiff's oral motion, the Court declared that the case would now go to trial, asking the parties to look at their calendars to set a trial date, with all parties participating. All parties were in agreement. When I first said, I rescind the dismissal agreement, I looked over at the opposing counsel and wondered why they weren't objecting, and that's why I said it again. I fully expected them to object. However, they did not. They didn't show any objection to my rescinding the agreement. And they agreed to go to trial, and they participated in choosing the trial date. They were in complete agreement, without objection. No one stopped them from objecting. Mr. Brouillard said, oh, we weren't allowed to object. I didn't hear them try to object and the Court say, no, you can't do that. They had all the time and the freedom in the world to object, but they did not. With all the parties happily participating in setting the trial date, the

date of April 24th, 2023, was agreed upon, with a pretrial conference date of April 21st, 2023, no objections. The defendants did not object during the hearing. They agreed to the dismissal agreement being rescinded; and being done in the hearing, it was done with leave of court. The defendants complied with the pretrial requirements with multiple filings in the case, further agreeing with the rescission of the dismissal agreement by their conduct. Plaintiff's dismissal agreement filed December 13th, 2023, agreed to and as signed by all parties, was not unilaterally withdrawn. All parties agreed to plaintiff's rescission of the agreement in the hearing on March 24th, done with leave of court, after good cause was shown and stated, when I rescinded it in that hearing, that it was done under duress. Now, yes, I do claim waiver on Mr. Romano's point when I was here in -- excuse me -- when I was here with Mr. Romano on May 15th for a hearing for sanctions for what I discerned was a bad-faith motion for summary judgment, which he made and filed in accordance with the dismissal agreement being rescinded. The -- the Court stated that this case has 6500 pages of material in it, which is quite a bit, and that you had read it all, that the Court had read it all. In the same May 15th hearing, Mr. Romano stated, I need to again place on the record, I do not believe that this Court has jurisdiction to even hear this motion, nor any other motion, until a motion to vacate the dismissal stipulation is filed and ruled on. However, when the Court denied plaintiff's motion for sanctions to have the bad-faith motion for summary judgment withdrawn, Mr. Romano accepted the denial and also wrote an order for it,

thereby waiving the objection to jurisdiction of the Court based upon the need for a motion to vacate the dismissal stipulation. He waived that demand for a motion to vacate and accepts the rescission of the dismissal agreement without demanding a motion to vacate, which is not necessary because the rescission of the dismissal stipulation was done by oral motion with leave of court and based upon being signed under duress, as stated in plaintiff's February 8th, 2023, reply document filed by plaintiff and granted by the Court. The defendants both accepted the rescission of plaintiff's dismissal agreement. It was acceptance of the rescission of the dismissal that was cause for Mr. Romano to write and file a motion for summary judgment, for which he was paid substantial amount of money. Plaintiff made a case that it was filed in bad faith and asked for it to be withdrawn. It was denied. Then, we have Mr. Brouillard making a motion to enforce the dismissal agreement, claiming they weren't allowed to object. This is preposterous. It sounds like something a pro se would assert. However, I've never asserted anything as mindless and absurd as what --

THE COURT: Okay, all right, we're not talking about mindlessness. You can ground your argument in the law. The Court just spoke to you about courtesies. You may continue.

MS. CLINTON: Okay. On December 13th, 2022, a representation was made by both defense counsels agreeing to dismiss all claims under Docket Number 2017-0376. The representation was false because, at the time they signed plaintiff's dismissal agreement, they intended to make a separate dismissal after signing the agreement to dismiss all claims, cross-

claims, and counterclaims, a premeditated act. When they signed the plaintiff's dismissal agreement, they knew that the representation was false. They had a premeditated plan The fraudulent misrepresentation was made with the intention that the plaintiff would rely on it. The plaintiff relied on that misrepresentation and filed the agreement December 13th that they, all parties, signed, with the Court closing the case. However, the Court clerk reopened the case and filed their second fraudulent dismissal agreement regarding claims against Toastmasters International for negligence that were included in the first dismissal agreement. The signing of the stipulated agreement to dismiss on December 12th was pursuant to Rule 11. As attorneys, they both are aware of the legal ramifications of Rule 11 and signing pleadings. Consequently, both understood the signing of the first dismissal precluded them from writing, signing, and filing the second dismissal and make their actions fraudulent. Stating that there were outstanding claims was a false statement in the body of the document, a false reason to execute the document and file it. It was knowingly false, and the word "outstanding" was interjected as a pretense to have the document. There was no need for said document, except to provide an instrument to finalize payment from the client, Toastmasters International, for the claim of negligence. Filing this
MR. ROMANO: I'm going to object, Your Honor.
THE COURT: Sustained.
MR. ROMANO: There's absolutely --
THE COURT: Move on.
MS. CLINTON: This -- I'm being shut down again?

THE COURT: Correct.
MS. CLINTON: Okay. I --
THE COURT: The objection --
MS. CLINTON: I am here for a hearing. I would like to be heard.
THE COURT: You are being heard, ma'am.
MS. CLINTON: You're shutting me down.
THE COURT: Right now I am because I sustained the objection.
MS. CLINTON: What was the objection based on?
THE COURT: You don't ask the questions. You may continue.
MS. CLINTON: I -- I don't know what the objection was based on.
THE COURT: Continue.
MS. CLINTON: Okay. In Mr. Romano's motion to vacate the scheduling order, are we addressing that, did he address that when he came --
THE COURT: He did address that. You may --
MS. CLINTON: The motion?
THE COURT: Yes.
MS. CLINTON: Okay. So, in that motion, I counted 17 false statements. He states, the Court *sua sponte* vacated the December 13, 2022, dismissal in the April 21st, '23, pretrial conference. This did not happen. The Court only *sua sponte* called a hearing where plaintiff orally moved to rescind the dismissal, and there were no objections. The second false statement, the co-defense counsel did not have an opportunity to object to the hearing. I have addressed that already. They had ample opportunity. No one stopped them. They are two, 50-year-old attorneys who have the ability, like he just did, to say objection. They failed to do that. Next statement, a

motion for summary judgment can be filed in limine. We learned in that hearing that that is not the case, when the Court corrected him, because there are standing orders for how to file a motion for summary judgment. Next statement, Mr. Romano states that his motion for summary judgment was not filed in bad faith. I disagree. Next statement --

THE COURT: Well, ma'am, because you disagree doesn't make it a false statement. Because the Court instructed an attorney that a motion for summary judgment is not appropriately contained in a motion in limine is not a false statement. So, let's move on.

MS. CLINTON: I'm moving on, yes. The -- there was no exchange of consideration between the defendants for the second dismissal. I don't know that. The language in the dismissal indicates that there was some money involved. When it says**, no costs, no interest,** the implication is there's interest on some amount of money somewhere that they waived. So, next statement, the Court agreed that, under *Richardson v. Smith*, the defendants had to have opportunity to respond to a motion to vacate and were not afforded that opportunity on March 24th. The Court stated that the case law may have merit, but the parties would have to brief it, and no orders for briefing the case law were provided. To say that the Court agreed with the case law is not -- is a false statement. Next one, the Court reversed December 13th, 2023, dismissal stipulation in the April 21st, '23, hearing. This did not happen. It was not reversed. Next statement, plaintiff seized upon an errantly offered opportunity to vacate the December 13th, 2022, dismissal stipulation, and the Court scheduled this matter for a date certain on April

24th, 2023. It didn't happen. She determined the case was open and asked plaintiff what she wanted to do. Plaintiff made an oral motion to rescind the -- the dismissal. There was no objection. Next, the Court acknowledged that plaintiff apparently desires to vacate that dismissal stipulation. The Court scheduled a hearing on that motion, and all other pending motions, for June 26, 2023. This didn't happen. It just -- the plaintiff has no need to make a motion to vacate the dismissal stipulation. It was rescinded without objection, and they took all action in accordance with it. Making motions to dismiss, motions for summary judgment, motions in limine, that is all in accordance with the dismissal being rescinded. This is all after the fact. The plaintiff objected to having a hearing on 30 motions all on one day, in particular, dispositive motions and, specifically, Toastmasters International's motion for summary judgment. The motion for summary judgment had already been scheduled for June 5th, when the outstanding non-dispositive motions were discussed and scheduled for June 26th. However, the Court stated that we would discuss the order of those motions on June 5th here --on the June 5th hearing on the dispositive motions.

THE COURT: Okay, let's wrap it up, ma'am.

MS. CLINTON: Okay. I -- I do want to say, you know, that I object to actions taken by the attorneys, which I know you want to guard, and shield, and protect at all costs. However, Mr. Brouillard having -- sending briefs and motions to the Judge's e-mail address does not comply with rules of procedure for filing motions and having hearings scheduled. Does everybody have the Judge's e-mail address? You

don't have to answer, it's a rhetorical question. The question is, why would an attorney send a brief to the Judge's private e-mail address and expect it to appear proper or not expect it to appear the way it appears, as though he has some kind of a special relationship -- with the Judge?

THE COURT: Hold on. There are no special relationships. All litigants are treated fairly, and they're treated the same way. What we expect from all litigants and those representing litigants is common courtesy, politeness. The Court understands that people sitting on different sides of the room disagree, and there are civilized ways to proceed. Have you finished?

MS. CLINTON: For this part, yes.

APPENDIX I

WC-2017-0376: Pre Trial Order (Entered 3/24/2023)

Oates, Brenden
To:You;sbrouillard@bbrilaw.com;Romano, Todd
Cc:Feeney, Christine;Oates, Brenden
Tue 3/28/2023 1:13 PM
WC-2017-0376_03242023_PreTrialOrder.pdf
Saved to "Attachments" in OneDrive

Good Afternoon –
As explained at the hearing on Friday, March 24, 2023, Judge Taft-Carter has entered a standard Pre Trial Order for this case. The trial date is scheduled for 4/24/2023 and has an expected length of a 3-5 day jury trial. A Trail Calendar Call is scheduled for 4/21/2023. A copy of the order is attached to this email.
Respectfully,
Brenden Oates

BRENDEN T. OATES
Clerk of Court,
Washington County
Rhode Island Superior Court
4800 Tower Hill Road
Wakefield, Rhode Island 02879
Phone: 401-782-4121

STATE OF RHODE ISLAND
WASHINGTON COUNTY SUPERIOR COURT

Judith Clinton

VS **C.A. WC-2017-0376**

Chad Babcock et al

PRE-TRIAL ORDER

TRIAL DATE: 4-24-23 anticipated length – 3-5 DJ

TCC-4-21-23

. 1. Pretrial Memoranda shall be filed with the Court, via Odyssey file and serve, ten (10) calendar days before the trial date. In addition, counsel shall provide a courtesy copy to the Court.

(a) The Pretrial Memoranda shall contain:

(i) A plain and concise statement of factual issues which remain to be decided;

(ii) A Statement of the relief sought;

(iii) A concise statement of each disputed point of law concerning liability or relief, citing supporting statutes or decisions setting forth briefly the nature of each party's contentions concerning each disputed point

(iv) Of law, including procedural and evidentiary issues;

(v) Statements of all stipulated facts;

(vi) A brief list of all witnesses expected to testify, including those witnesses appearing by deposition, and for each such witness, a short statement of the substance of his/her anticipated testimony.

(vii) A summary of any complex legal issues which may be raised during the course of trial, along with legal authorities.

(viii) A set of proposed jury instructions on substantive issues of law arranged in a logical sequence supported by citation.

(b) A joint Statement of Undisputed Facts which will become part of the evidentiary record in the case.

2. Prior to the trial, the Parties shall submit:

(i) A joint exhibit list in numerical order.

(ii) A list of all exhibits pre-marked, which are intended to be offered at trial with statements of the purpose for which the exhibit is offered.

(iii) Stipulation or statement setting forth the qualifications. Of each expert witness.

(iv) Waivers of any claims or defenses that have been abandoned.

(v) Counsel shall meet, review and discuss all exhibit numbers and objections to avoid duplicate exhibits. The original exhibits with the exhibit number attached shall be given to the clerk along with a bench copy on the first day of trial; be reasonable.

3. Motions in Limine shall be filed ten (10) days before the trial date with supporting memoranda in original and duplicate form with objections to be filed five (5) days thereafter.

4. A copy of each exhibit shall be given to opposing counsel and the Court. Any objection to the exhibit's admission shall be noted on the Court's copy.

5. Each side shall cooperate and confer to exchange any visuals, graphics or exhibits to be used in the opening statements.

6. Any party who anticipates the use of a report or other document, to contradict or impeach the testimony of a witness or refresh bis/her memory, shall mark the document for identification and provide the Court with a copy.

7. The following procedure shall be applied with respect to the use of depositions at trial:

(a) On the first day of trial, bring the original and clean copy of any deposition for which you are

responsible.

(b) All objections shall be ruled upon before the deposition is presented.

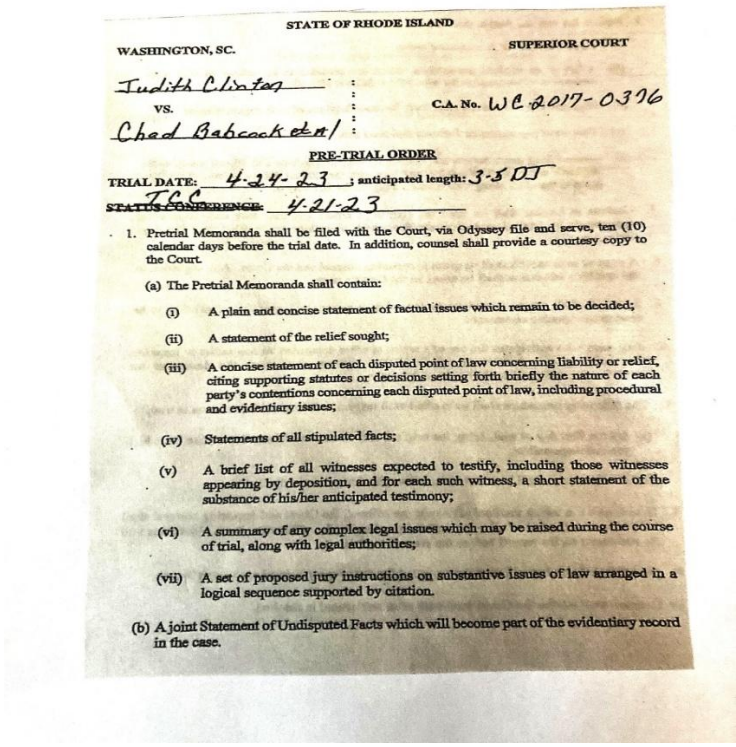
8. In civil cases in which medical affidavits are offered, the Court and opposing counsel shall be promptly informed of all substantive objections to the affidavits. Such objections will be addressed on the record before the start of the trial.

9. An estimated number of Court days needed for the presentation of each party's case. Counsel shall advise the Court forthwith after settlement is reached. ·Counsel shall inform the Court of. any special needs a witness may require.

ENTERED: BY

Date: 3.24.23

Sarah Taft-Carter
Associate Justice



STATE OF RHODE ISLAND

WASHINGTON, SC. SUPERIOR COURT

Judith Clinton

VS.

Chad Babcock et al

C.A. No. WC 2017-0396

PRE-TRIAL ORDER

TRIAL DATE: 4-24-23 ; anticipated length: 3-5 DT

~~STATUS CONFERENCE:~~ TCC 4-21-23

1. Pretrial Memoranda shall be filed with the Court, via Odyssey file and serve, ten (10) calendar days before the trial date. In addition, counsel shall provide a courtesy copy to the Court.

(a) The Pretrial Memoranda shall contain:

(i) A plain and concise statement of factual issues which remain to be decided;

(ii) A statement of the relief sought;

(iii) A concise statement of each disputed point of law concerning liability or relief, citing supporting statutes or decisions setting forth briefly the nature of each party's contentions concerning each disputed point of law, including procedural and evidentiary issues;

(iv) Statements of all stipulated facts;

(v) A brief list of all witnesses expected to testify, including those witnesses appearing by deposition, and for each such witness, a short statement of the substance of his/her anticipated testimony;

(vi) A summary of any complex legal issues which may be raised during the course of trial, along with legal authorities;

(vii) A set of proposed jury instructions on substantive issues of law arranged in a logical sequence supported by citation.

(b) A joint Statement of Undisputed Facts which will become part of the evidentiary record in the case.

The original document was filled in by hand. This copy shows that the words **Status Conference** were crossed out replaced by **TCC=Trial Calendar Call.** The items requested in this document would normally be provided in a Status Conference – Trial Dates would be set in a Calendar Call. The reversed happened in this case making it extremely difficult to discern exactly what was happening and to prepare for a trial.

APPENDIX J

MARCH 24, 2023, TRANSCRIPT OF HEARING HELD REGARDING PLAINTIFF'S FEBRUARY 8, 2023 DOC

THE CLERK: WC/2017-0376, Judith Clinton v. Chad Babcock, et al. Would the attorneys please identify yourselves for the record.

MR. ROMANO: Good morning, Your Honor. Todd Romano for Toastmasters International.

MR. BROUILLARD: Good morning, Your Honor. Stephen Brouillard for defendants, Chad Babcock, Lisa Nelson, Regina Foster Bartlett, Caryn Sullivan, and Maria DiMaggio.

THE CLERK: Miss Clinton, could you please raise your right hand. Judith Clinton duly sworn)

THE CLERK: Please state and spell your first and last name for the record. MS. CLINTON: Judith, J-U-D-I-T-H, Clinton, C-L-I-N-T-O-N.

THE COURT: Thank you. Ms. Clinton, you may proceed.

MS. CLINTON: Good morning, Your Honor. I am here today because you called this hearing. I did not move the Court for this hearing. I filed a document on was filed by me and then, subsequently, a second stipulated dismissal filed by Todd Romano on behalf of Toastmasters International. Upon reading the document that I filed, I was informed by the clerk that the Court asked -- called for this hearing.

THE COURT: That's correct. So I had an opportunity to review Odyssey. There was a dismissal stipulation filed on December 13th, 2022, dismissing all claims. The case was closed on 12-27-22. And then, on February 8th, 2023, there was a stipulation relating

to remaining claims, arguing it was fraudulent, alleging constitutional violations, maintaining a right to file a 1983 action. So it was my -- after my review of the document that was filed, I concluded that you had reopened the file because you maintained your right to file a 1983 action. So that's why it was -- that's why you're here today.

MS. CLINTON: Can I jus t interject one thing about that? I think you skipped one thing. On December 12th, the document was signed. I filed it on December 13th, and the -- the case was closed on that date. It was reopened on December 27th to file the stipulated agreement between these two attorneys, and then the file was closed again after that. Thank you.

THE COURT: The file is open. Either it's open or it's closed.

MS. CLINTON: Okay.

THE COURT: This Is what I'm trying to figure out, ma'am.

MS. CLINTON: Okay. Thank you.

THE COURT: Is it open, are you going to file --

MS. CLINTON: I would --

THE COURT: Excuse me.

MS. CLINTON: I'm sorry.

THE COURT: Have you withdrawn your consent to the dismissal? If so, we have a trial week open April 11th, and that's when the case will go, so you pick.

MS. CLINTON: I would like to rescind the stipulated dismissal that was signed by both attorneys and myself because I submitted that under duress, under extreme duress, to relieve myself from having to attend the hearing that Your Honor is aware of. **Your Honor did you receive my bench copies with my letter and the letter that had all of the -- the**

pleadings that were to be heard? Did Your Honor receive that?
THE COURT: I've received all bench copies. But I want to know, ma'am, **based on what I read**, you are not agreeing to the dismissal of this case which is WC-2017-0376?
MS. CLINTON: I did --
THE COURT: No, I need to know, yes or no? Because we're going to get this scheduled, tried, so we can have it closed and **you can have your day in court.**
MS. CLINTON: Correct. Okay. What's the question, please?
THE COURT: Are you -- are you moving the Court, through your most recent pleading filed on February 8th, 2023, to reopen the file so you can maintain your right to file a 1983 action, abuse of process, and the allegations that your constitutional rights have been violated and a fraud has been committed upon you? I just want to know the status of this action. agreeing to a dismissal of this case, which is WC/2017-0376
MS. CLINTON: Okay. I -- I kind of understand what you're asking, but it sounds like two different things. I -- I did object when I filed the document on February 8th that you say now reopened the case. I do rescind the stipulated agreement signed by all parties. At the time I proffered that, I was under extreme duress and did so to relieve the pressure, and the stress, and the duress that I have been under for an extended period of time, at least a year, at least a year. And it began in a hearing on December 14th, 2021, that was called by the judge's clerk because the order that had been authored by Judith Clinton, the plaintiff, granting plaintiff, Judith Clinton's motion to take leave to file

a first amended counterclaim complaint for abuse of process against the individual defendants, was objected to by Stephen Brouillard. He objected because it didn't match the caption heading for the motion to take leave to file first amended counterclaim complaint, due to the fact that plaintiff left out the word "counterclaim" before the word "complaint" in the motion caption heading. After Stephen Brouillard objected, stating that he wanted it to match, word for word, the caption heading on the motion that was granted, plaintiff also filed a 4-page objection to his one-sentence objection, in which plaintiff cited the many reasons the order plaintiff authored should be allowed, due to the extreme distress, followed by hospitalization.

THE COURT: Excuse me, ma'am. I want to get back to my original question.

MS. CLINTON: This is the answer.

HE COURT: Excuse me, ma'am. I want to get back to my original question.

MS. CLINTON: Yes.

THE COURT: From your perspective, is this case open

MS. CLINTON: As I stated --

THE COURT: Just open or closed?

MS. CLINTON: Those are technical terms I don't necessarily --

THE COURT: No, it's not.

MS. CLINTON: -- I don't necessarily understand.

THE COURT: Do you want to proceed on your -- on the allegations in your complaint or not?

MS. CLINTON: I rescind the stipulated agreement.

THE COURT: Okay. So this is ready for trial.

MS. CLINTON: I -- but I need to finish this statement, please.
THE COURT: This is ready for trial.
MS. CLINTON: May I be heard?
THE COURT: Not right this second, no. I'm going -
MS. CLINTON: I need to --
THE COURT: I'm going to pick a trial date.
MS. CLINTON: I need to put this on the record.
THE COURT: Ma'am, ma'am, I'm going to put -- I'm going to pick a trial date. How many days, how many witnesses? How many days, three, four?
MS. CLINTON: To be honest with you, I don't even know what the issues are to be tried, so how can I answer that question? Because, I can't have communication with these two attorneys they refuse to speak to me about it.
THE COURT: Okay.
MS. CLINTON: All they just want to do is pile on contentious pleadings. I may -- I need to finish my statement, it's --
THE COURT: You can finish your statement in a minute, ok?
MS. CLINTON: Yes.
THE COURT: You're not going to finish it right now because we're going to pick a trial date.
MS. CLINTON: I understood –
THE COURT: **You are the moving party**, you are the plaintiff. Would you like a jury trial or a non-jury trial?
MS. CLINTON: A jury trial.
THE COURT: A jury trial, okay. All right. So we're going to have a jury trial. Counsel, in the month of April, what are your --what's your schedule?

<u>NOTE</u>: AT THIS POINT IN THE HEARING EITHER DEFENSE COUNSEL COULD HAVE OBJECTED, OR ASSERTED THEIR POSITION THAT PETITIONER NEEDED TO MAKE A RULE 60 MOTION TO VACATE THE DISMISSAL AGREEMENT, HOWEVER THEY ONLY CONSENTED TO TRIAL DATES WITHOUT HESITATION.

MR. ROMANO: Your Honor, I'm scheduled to travel to Kentucky on April 12th for a deposition. Otherwise, I think I can move anything else that would be necessary.

THE COURT: Okay.

MR. BROUILLARD: Your Honor, I have the week of April 17 open. The other weeks would require things to be moved, but I'll do what I have to do.

THE COURT: What's going on the week of April 17th?

MS. CLINTON: I am not available the week of April 17th.

THE COURT: What's going on the week of April 24th?

MR BROUILLARD: April 24th, we just have a couple of WebExes and then motions in limine for the med mal trial, so WebExes, dispositive WebExes on the 24th morning, and motions on the med mal are on that Tuesday morning. Starting Wednesday

THE COURT: Move the motions for the med mal to the following week.

MS. CLINTON: Your Honor, I would wish to get counsel if we're going to have a trial. I have tried and tried to get counsel. If we're going to have a trial, I would like to have counsel.

THE COURT: April 24th, trial date certain.

MS. CLINTON: And when is the status conference on this?
THE COURT: Right now.
MS. CLINTON: Okay.
THE COURT: That's why you were called in.
MS. CLINTON: I would like to finish my statement, please.
THE COURT: In a minute, how many witnesses do you expect?
MS. CLINTON: I don't even know what the issues are.
THE COURT: You filed the complaint; it's your complaint.
MS. CLINTON: They -- but they won't communicate with me. I don't know what the issues are.
THE COURT: Okay. I'm going to --
MS. CLINTON: Mr. Brouillard has told me repeatedly he wants to have a trial on the conflict that occurred in the Toastmasters Club and that that, I assume, is what the trial will be about, from his point of view. However, that is not how I see the trial taking place.
THE COURT: Okay. April 24th, trial date certain. The Court will -- I do not expect this trial to go more than five days. How many witnesses?
MR. ROMANO: I don't think I'll be calling anyone unless absolutely necessary as a rebuttal.
MR. BROUILLARD: Yes, for rebuttal, it would be my five clients, and there may be one or two other witnesses.
THE COURT: So you have five witnesses, seven witnesses?
MR. BROUILLARD: Five to seven, then, yes.

THE COURT: And how long will that take you? That in a day and a half to two days.
MS. CLINTON: Can I please know --
THE COURT: How many --
MS. CLINTON: -- what the Issues are that will be tried?
THE COURT: You can look at your complaint. You filed the complaint. You have the burden of proof.
MS. CLINTON: Is that the -- is that the normal manner for a status conference? Is -- aren't issues looked at and eliminated, if possible?
THE COURT: Not during a status conference, ma'am.
MS. CLINTON: What -what is going on in a status conference?
THE COURT: We're discussing dates, that's what we're doing.
MS. CLINTON: That's all?
THE COURT: Yes. Yes. This case appears to have been settled and now --
MS. CLINTON: Settled?
THE COURT: Well, it was dismissed, so that would be considered a settlement. Now, you've filed some paperwork on February 8th, 2023, making allegations, alleging that it was a conditional, you want to maintain your right to file other actions. So we're going to try this because this case, has been pending since 2017, okay, since 2017. It's an older case, in my view. The case has been continued. We've talked about it. There have been motions. **Now it's time for your day in court**.
MS. CLINTON: **And -- and, Your Honor, it was continued because I was ill for a good part of that time.**

THE COURT: Yes, and the Court has always accommodated you, Ms. Clinton.
MS. CLINTON: Yes. And I would like to finish this statement.
THE COURT: Yes, I explained to you, after we get these dates confirmed, you can finish your statement, that's fine.
MS. CLINTON: Okay. Well --
THE COURT: So we're --
MS. CLINTON: I can't guarantee, though, this is being sprung on me, so I could agree to a trial date, but how do I know any witnesses I wish to have would be able to attend at that time? Is there no wiggle room there to try to --
THE COURT: So it's a trial date certain. We'll put this down for a trial calendar call on --
MS. CLINTON: What does that mean, trial calendar call?
THE COURT the trial date. April 14th, which -are you available?
MR. ROMANO: I'll be in Kentucky, Your Honor.
THE COURT: Okay. April 21st.
MR. ROMANO: Thank you.
THE COURT: 4-21, trial calendar call, trial date certain, and a pretrial order will issue in accordance with what is normal. It will be posted on Odyssey, which I expect it to be complied with. Now you may continue your statement, ma'am.
MS. CLINTON: Okay. I don't know if you can tell me where I was interrupted, is that possible, or should I begin again?
THE COURT: You can begin at the beginning.

MS. CLINTON: Okay. Okay, I will first cite *Conley v. Gibson*, 355 U.S. 41 at 48, 1957, courts will go to particular pains to protect pro se litigants against consequences of technical errors if injustice would otherwise result. In a hearing on December 14, 2021, that was called or by the Judge's clerk, because the order authored by Judith Clinton, granting plaintiff, Judith Clinton's motion to take leave to file a first amended counterclaim complaint for abuse of process against the individual defendants, was objected to by match the caption heading for the motion to take leave to file a first amended counterclaim complaint, due to the fact that plaintiff left out the word "counterclaim" before the word "complaint" in the motion caption heading. After Stephen Brouillard objected, stating that he wanted it to match, word for word, the caption heading on the motion that was granted, plaintiff also filed a page objection to his one-sentence objection, in which he cited many reasons the order plaintiff authored should be allowed, due to the extreme distress, followed by a hospitalization in Butler Hospital, that was the cause of the one-word error. The word "counterclaim" missing did not change the meaning of the granting of the motion to amend plaintiff's counterclaim complaint for abuse of process. Throughout the litigation, Mr. Brouillard harassed plaintiff about bench copies, insisting he would send her pleadings with his bench copies. She objected and didn't allow this, but for the whole litigation, for a long time, years, he has always sent bench copies. However, for this objection to the order, it is the one time he didn't send a bench copy and wouldn't respond when plaintiff inquired about it. plaintiff witnessed the Judge's clerk conferring

with Stephen Brouillard in the courthouse corridor just outside the courtroom. In the courtroom, after the Judge sked plaintiff about the order authored by plaintiff, which corrected the one word missing, "counterclaim," before the word "complaint," plaintiff witnessed the Judge's clerk then deliver a document to the Judge and also whispered something in the Judge's ear. Stephen Brouillard stood up to speak, but the judge's clerk looked at him in such a way that he sat back down and didn't speak. Plaintiff witnessed the judge's clerk and Stephen Brouillard silently communicate through body language. It appeared to plaintiff that she was advocating for Stephen Brouillard, and they were acting in a collaborative way previously agreed upon in the hall-room conference. The consequence of this collaboration between Stephen Brouillard, and the Judge's clerk, and the Judge was that the Judge signed the order authored by Stephen Brouillard instead of the order authored by plaintiff. ***Based upon the order the Judge signed, Stephen Brouillard then claimed, in a motion to dismiss, that the meaning of the granting of plaintiff's motion for leave to file a first amended complaint changed the meaning of the complaint, into a first amended complaint, to which she was permitted to add new allegations in the amendment that was granted, but that the second amended operative complaint no longer exists and no longer had a complaint for breach of contract against Toastmasters International or claims of defamation and intentional infliction of emotional distress against the individual***

defendants. He asserts that the order missing the word "counterclaim" rewrote plaintiff's entire case, while, at the same time, counsel for Toastmasters International filed an answer to plaintiff's motion to amend the counterclaim complaint against the individual defendants, but it was really only done to make it appear on the docket that an answer had been filed, since he did not need to file an answer. ***He asserts that the order missing the word "counterclaim" rewrote plaintiff's entire case.*** Despite the Court hearing plaintiff's lengthy explanation of her trip to Butler Hospital for extreme distress disorder being the cause of the one-word error -- and was the direct consequence of the pressure being applied against plaintiff by the two opposing counsel, and despite plaintiff having cited the correct part of the plaintiff's counterclaim for abuse of process based on Rule 13(e) ,and despite the failure or case law to support the order as he authored it, the Court signed the order authored by Stephen Brouillard instead of plaintiff's order, causing irreparable harm to plaintiff's claim. Pursuant to *Hall v. Dworkin*, 1993, the Court must give the unrepresented party every favorable inference arising from their pro se status. The signing of the order authored by opposing counsel was an arbitrary decision, not a proper judicial decision based on the rules or the law. In fact, it was in direct opposition to the part of Rule 13, cited by plaintiff, that provides for a counterclaim to be a separate claim when the conduct is done well after the original claim is filed. It does not become an

amendment to the original claim. Further, plaintiff was a defendant to their counterclaim when she made her counterclaim against the defendants. They were plaintiffs against her, and she was a defendant. Therefore, the position the Court and the attorney asserted, plaintiffs typically file complaints, does not exist. There's no subject matter jurisdiction in that decision, making it voidable. The decision to sign the order authored by Stephen Brouillard missing the word "counterclaim" was made to aid and assist an attorney who was opposing a pro se *Haines v Kerner* prescribes the manner in which a court must treat an unrepresented party. The impartiality guaranteed to litigants through the due process clause adheres to a core principle. No person is permitted to try cases where he has an interest in the outcome. Our cases have jealously guarded that basic concept for it ensures that no person will be deprived of their interest in the absence of a proceeding in which he may present his case with assurance that the arbiter is not predisposed to find against him. Despite that, plaintiff Is being forced to be self-represented because Stephen Brouillard has turned this case into something that no other attorney wants to be associated with. And plaintiff cannot engage counsel. A very small matter, that now has a 40-page docketing statement, from which they both have, been enriched, with other attorneys, turning away large sums of money and asking, in an incredulous voice, who is Stephen Brouillard? I cannot emphasize the incredulity these attorneys

have expressed about the way the case has been handled.

THE COURT: Ma'am, ma'am, your constant complaining about, in particular, the staff that works in this building and the attorneys is just -- You have been treated by the people who work here they have answered all of your e-mails; yet, you do nothing but complain and make false allegations, insulting allegations, towards Mr. Oates, and the rest of the staff in the Clerk's Office, and I'm not putting up with that anymore. Everyone has treated you with respect and dignity. And you --

MS. CLINTON: I disagree, Your Honor.

THE COURT: I'm not going to argue with you. I'm going to put an end to this right now. The matter is continued for trial calendar call until April ---

MR. ROMANO: 21.

THE COURT:April 21, trial date certain, April 24th, and that's it.

MS. CLINTON: My complaints have been made for the record.

THE COURT: Thank you. I'm leaving the bench.

(ADJOURNED)

APPENDIX K

WC-2017-0376: Hearing on Pleading/Plaintiff's Reply and Statement (02/08/2023): Friday, March 24, 2023

Oates, Brenden

To:You;sbrouillard@bbrilaw.com;Romano, Todd
Cc:Feeney, Christine;Oates, Brenden
Wed 2/8/2023 3:42 PM

Good Afternoon –

Please be advised that Judge Taft-Carter has scheduled a Hearing on the Pleading/Plaintiff's Reply and Statement that was submitted today. The hearing will be held on Friday, March 24, 2023 at 9:30 AM in Courtroom 2 in Wakefield.

Respectfully,
Brenden Oates

BRENDEN T. OATES
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STATE OF RHODE ISLAND SUPERIOR COURT
JUDITH CLINTON (WC- 2017-0376)
Plaintiff/Counterclaimant
vs :
CHAD BABCOCK, LISA NELSON,
REGINA FOSTER BARTLESS :
CARYN SULLIVAN, MARIA :
MARIA DIMAGGIO and :
TOASTMASTER INTERNATIONAL
Defendants

PLAINTIFF JUDITH CLINTON'S REPLY AND STATEMENT FOR THE RECORD PERTAINING TO THE RE-OPENING OF THE FILE UNDER DOCKET # 2017-0376 FOR THE PURPOSE OF FILING A FALSE DOCUMENT EXECUTED AND SIGNED BY ATTORNEY STEPHEN BROUILLARD AND ATTORNEY TODD ROMANO FILED BY TODD ROMANO

Plaintiff, Judith Clinton writes and files this Reply and Statement for the record, for the purpose of stating her opinions and making a record, regarding the Re-opening of the file under Docket WC-2017-0376. All facts point to the conclusion that re-opening the file after it had been closed was for the purpose of filing a false document executed and signed by Attorney Todd Romano and Attorney Stephen Brouillard and filed by Attorney Todd Romano on December 27, 2022.

Fact- On December 12, 2022, Attorney Todd Romano, representing Toastmasters International, as well as Attorney Stephen Brouillard, representing 5 individual Defendants, Chad Babcock, Lisa Nelson, Caryn Sullivan Regina Foster Bartlett and Maria

DiMaggio, signed a document proffered to them by the Plaintiff, Judith Clinton, in the case under docket number WC-2017-0376 at the Washington County Superior Court, captioned Stipulated Agreement of Dismissal of All Claims for Case under Docket #WC-2017-0376 filed by Plaintiff, Judith Clinton on December 13, 2022. The content of the document states:stipulate and agree to the dismissal of all claims, counterclaims, and crossclaims under the Docket #2017-0376 with prejudice. No costs or fees to be awarded. **EXHIBIT A**

Fact -On January 8, 2023, Plaintiff asked for an up-to-date copy of the Docket Statement for the case WC-2017-0376. Upon receipt, Plaintiff noticed a new entry on the docket, subsequent to the file being closed on December 13, 2022, after Plaintiff filed a Stipulated Agreement to Dismiss, signed by all parties agreeing to dismiss ALL CLAIMS, CROSSCLAIMS, and COUNTERCLAIMS under the Docket # WC-2017-0376. Upon execution of said document, **there were no remaining claims, under that docket # WC-2017-0376,** which is the cause to question, object and make a Statement for the Record regarding the document which appears was **secretly executed by Attorney Todd Romano and Attorney Stephen Brouillard on December 27, 2022.**

Fact -By signing the document Plaintiff proffered to both attorneys, they both agreed to dismiss ALL CLAIMS under said docket number, when they signed the document captioned Stipulated Agreement to Dismiss All claims, crossclaims and counterclaims, under docket number WC-2017-0376. The document

specifically stated All claims, crossclaims and counterclaims under docket number WC 2017-0376, filed in Washington County Superior Court. Plaintiff' is of the opinion that if they didn't want to agree to those terms, then they never should have signed the document proffered by Plaintiff. In fact, they refused to sign the exact same Agreement to Dismiss that Plaintiff proffered to them in July 2022. Stephen Brouillard insisted on changing the language and as Plaintiff has previously stated, she believed that the language he wanted to change limited her Constitutional rights should she choose to make a 1983 civil rights complaint in the future. Plaintiff would not agree to the changed language, but it appears they conspired together to sign the agreement proffered by Plaintiff in December 2022, with the intent to execute and file the fraudulent document with false statements, even though they had already signed the dismissal Plaintiff proffered to them on December 12, 2022.

Facts-All Claims, crossclaims and counterclaims, included the Third-Party Claim for Negligence the individual defendants had against Toastmasters International that was soon thereafter superseded by the Crossclaim for Negligence against Toastmasters International, which are **falsely asserted in the document filel by Todd Romano, as being "remaining claims."**

In fact, Plaintiff asserts that they signed the Agreement proffered by Plaintiff on December 12, 2022, fully knowing that they intended to file a secret fraudulent document later. Although they characterize the Stipulated Dismissal between them,

as "remaining claims" **this is a false statement**. There were no "remaining claims," as ALL Claims under docket number WC- 2017-0376 were included and covered under the Stipulated Agreement to Dismiss that Plaintiff proffered to both attorneys, and which was signed by both attorneys, Todd Romano and Stephen Brouillard on December 12, 2022, and filed by Plaintiff on December 13, 2022. In fact, the signing of said document was pursuant to Rule 11. As attorneys, they are well aware of the legal ramifications of Rule 11 **PLEADINGS AND MOTIONS › Rule 11. Signing Pleadings, Motions, and Other Papers; Representations to the Court; Sanctions. Consequently, they are well aware that the signing of the first Dismissal precluded them from writing, signing and filing the second Dismissal and makes their actions fraudulent.** 11-41-13 (obtaining signature by false pretenses) 11-18-1 (giving false document to agent, employee, or public official) violation of chapter 15 of title 7, 11-68-2 (exploitation of an elder) any violation of § 11-41-11.1 (unlawful appropriation);

In fact, the filing of the Second Stipulated Agreement without the Plaintiff's knowledge or consent, required the Clerk of the Washington County Superior Court to re-open the file that had previously been marked "closed" on December 13, 2022, when Plaintiff filed the Stipulated Agreement signed by the two attorneys, Todd Romano and Stephen Brouillard.

Fact - In doing so, they gave a false document to a public official a violation of 11-18-1. It appears that they deceived and misled the Clerk to re-open the file

by making false statements that the Stipulated Dismissal they filed had "remaining claims." Being attorneys, filing the document, the Clerk relies on the oath of honesty the attorneys take to trust that their words are not lies, and the attorneys took advantage of the Clerk knowing he relies on their honesty. In fact, Todd Romano is responsible pursuant to 11-18-1 (giving false document to agent, employee, or public official)

Plaintiff files this Reply and Statement of facts and opinions for the Record, regarding the execution of a false document that makes false claims and is for the purpose of providing the two attorneys with an instrument to tender money from the client Toastmasters International to an unnamed entity for an unnamed amount of money pursuant to a Third Party Complaint for Negligence superseded by a Crossclaim for Negligence, against Toastmasters International, made by the Individual Defendants represented by Stephen Brouillard, after they had already agreed and signed a document that dismissed All Claims including the claims they assert their document covers. Said assertion is false. ALL means ALL not SOME. It is, therefore, a fraudulent document and deceiving the Clerk into filing it is a fraud upon the Court and a violation of 11-18-1.

It appears the need for an additional document that specifically dismisses the Third party claim and the crossclaim for negligence against Toastmasters International by the individual defendants was for the purpose of providing the Defendant Toastmasters International with a document to be utilized to prove that undisclosed amounts of money were provided by

Toastmasters International, so they could claim the payment as a loss, pursuant to the Third-party Claim (which was included in the Agreement to Dismiss that Plaintiff, Judith Clinton proffered to both of them on December 12, 2022, which was signed by both attorneys, and which Plaintiff, Judith Clinton filed with the Court on December 13, 2022.) EXHIBIT A

In fact, the document proffered by Plaintiff and signed by all parties to dismiss all the claims under docket number WC-2017-0376 also has a **Certificate of Service indicating that both attorneys were notified of the filing of said document** in accordance with the Rules of Procedure.

Fact - Both attorneys were well aware that the case was closed by the Clerk, Brenden Oates on December 13, 2022. Despite knowing that the case was closed by the clerk and marked CLOSED by the Clerk Brenden Oates, they electronically filed the **secret document** on December 27, 2022, captioned Stipulated Dismissal. No costs No interest to be awarded - EXHIBIT B

Although the document filed without notification to Plaintiff, Judith Clinton, was filed electronically and previewed by A. Brittany at 8:27 am on December 27, 2022, A. Brittany who was aware the file had previously been closed by the Clerk Brenden Oates, did not want to take responsibility for re-opening the file. It appears she understood the case was closed and re-opening the case to file a new and separate Stipulated Agreement was not in accordance with the record. However, because of the false statements in the document filed by Mr. Romano, she consulted with her supervisor, Brenden Oates. Brittany asked

the clerk Brenden Oates to approve the reopening of the file. The filing of this fraudulent document is both a fraud upon the Court, as well as a fraud upon the Plaintiff, Judith Clinton, and violates Plaintiff's Constitutional Rights. It was done by the Clerk of the Washington County Superior Court, Brenden Oates, on December 27, 2022, which he confirmed in writing that he supervised and is responsible for the re-opening of the file and the filing of the fraudulent document electronically filed by Attorney Todd Romano, **because he believed the false statement in Mr. Romano's filing**, and he relied upon the false statement. **It appears that the Clerk, Brenden Oates was misled and deceived by Attorney Todd Romano who made false statements in order to achieve this end.**

Fact - Mr. Romano electronically filed the secret document on December 27, 2022, (nearly two weeks after the file was closed) captioned Stipulation of Dismissal. However, it appears that Attorney Todd Romano decided that it was not legally necessary to notify the Plaintiff of the filing of said false document with a rationale that has no basis in reality, and, therefore, in order to secretly file the document, he did not provide a copy to Plaintiff but certified the following:

I hereby certify that this document filed through the Odyssey File & Serve System will be sent electronically to the registered participants as identified on the Case Service Contact List on this 27th day of December 2022.

There can be no doubt to any critical thinking individual, in Plaintiff's opinion, that the

aforementioned Certification is what can only be characterized as "wordsmithing" by Mr. Romano, who most likely thinks it is smart and clever and legal. Fact - It is NOT! It is illegal, a violation of the Rules of Procedure. Plaintiff's opinion is that it is deliberately done to deceive and mislead anyone reading it to think that the Rule for Certification has been complied with. In fact, it is more fraud upon the Court, and fraud upon the Plaintiff, Judith Clinton.

Fact - It is evidence of the two attorneys conspiring to defraud and further enrich themselves at the expense of the Plaintiff, Judith Clinton, an elder 69 years old, whom they have exploited for 3 years in this litigation, in violation of Plaintiff's Constitutional Rights to due process both substantive and procedural. They have done it repeatedly, and they have been enriched by tens of thousands of dollars by doing so.

Fact – The action of these two attorneys constitutes fraud and theft. 11-68-2 (exploitation of an elder) Plaintiff's opinion of them is that they are thieves and liars! Fact - It is abuse of process. Plaintiff has made a record and documented the many secret agreements between Attorney Brouillard and Attorney Romano throughout the litigation, always acting in collusion and acting in concert. The record is replete with these secret agreements. It is one of the many reasons Plaintiff was forced to be Self-represented, because other attorneys recognized the illegal nature of the relationship between the two attorneys and declined getting involved as they would be required to become whistleblowers or go along with the conspiracies. One attorney, after an initial consultation, requested a

$20,000 retainer, which Plaintiff agreed to pay him, but after he looked at the file he declined to get involved. He declined $20,000!!!! rather than file an appearance in this case. This is the case with dozens of attorneys Plaintiff has spoken to. Not one or two, but dozens, with emails declining to get involved exclaiming the "craziness" of the file and which have previously been put on the record.

The Stipulated Agreement to Dismiss All Claims, Crossclaims and Counterclaims was proffered by Plaintiff, without the benefit of counsel, while under extreme duress after being hospitalized several times for Extreme Distress Response, and being under the care of two therapists and a psychiatrist for the past year in order to cope with the effects of being terrorized by the concerted actions of the two attorneys; and for the purpose of relieving Plaintiff of the two attorneys' insistence that she attend a hearing on January 6, 2023 for 12 contentious pleadings that were filed to purposely create an emotional drama, to deliberately cause Plaintiff to experience Extreme Distress, which was the cause of previous hospitalizations as a result of the two attorneys Stephen Brouillard and Todd Romano conspiring to terrorize Plaintiff. Their Intentional infliction of emotional distress was done for the purpose of forcing Plaintiff to dismiss her claim so they could execute the secret, fraudulent document filed by Todd Romano on December 27, 2022, for their own personal enrichment and gain, to receive money from Toastmasters International, a multi-million dollar organization they were always planning to collect from upon the dismissal of Plaintiff's claims. This is the reason they at all times refused to discuss

settlement with Plaintiff. Terrorizing Plaintiff into causing her to dismiss her claim was the strategy they chose because the Defendants' defense was frivolous and fraudulent. The one-month delay to write this Reply and Statement for the record from when Plaintiff requested the Docketing Statement on January 8, 2023, that showed the fraudulent document filed by Mr. Romano, until now February 8, 2023, was due in no small part to the need for Plaintiff to be well enough to write this pleading, recounting her experience of, the abhorrent unethical conduct of Todd Romano and Stephen Brouillard. To compare their lies and conduct to the Congressman George Santos is no exaggeration. It is rank and file with a person of no character who masquerades as someone working in the public interest when in fact they are working for their own personal enrichment and without a care for anyone else in the world. Santos, a fraudster, is still in congress due to the failure of the oversight entities to do their job to make certain the public interest is protected from people who have highly questionable character, with some who have knowledge of wrongdoing, looking the other way. Writing and filing documents that have false statements in them so they can collect money that they are not entitled to is not only unethical, it is illegal, but with no oversight, they are allowed to get away with it. **"Professional Rules of Conduct are not meant to provide cover to morally repugnant behavior. Lawyers who cross ethical lines are not honorable professionals; they are facilitators of behavior that goes against the public interest."** [1]

WHEREFORE Plaintiff files this Reply and Statement for the Record before withdrawal of the Stipulated Agreement to Dismiss filed by Plaintiff on December 13, 2022. Plaintiff proffered the Dismissal while under duress and was willing to accept the loss and willing to live with it as long as she maintained her right to file a 1983 civil rights complaint in the future, if she chooses. There were no false pretenses involved. She was willing to accept the loss due to the deleterious effect the litigation was having on her health. This is asserted in the memorandum attached to the Dismissal document signed by all parties and filed by Plaintiff on December 13, 2022. It became clear to Plaintiff that the attorneys would continue their terrorist activities until Plaintiff gave them what they wanted. When they couldn't get the wording of the document, they wanted, they signed the document proffered by Plaintiff and then executed and filed the false document. Plaintiff is within her rights to Withdraw the dismissal document she filed on December 13, 2023, at such time as Plaintiff has either successfully retained counsel, or if that is still not possible because an attorney does not want to get their hands dirty in such an ugly mess as the two attorneys have made of the litigation, then it will be when Plaintiff's health has been restored so she feels capable of resuming Self- litigation process. When the document is withdrawn, the agreement to dismiss will no longer have any force or effect. This action will be taken as a direct result of the fraudulent document being filed by Todd Romano. It is proof of fraud, conspiracy and intentional infliction of emotion distress. It is the fraudulent actions of the two attorneys that is the cause of Plaintiff's intention to

Withdraw the Agreement to Dismiss, so we can shine the light on their need for their morally repugnant behavior, which is obviously for their personal enrichment, done at Plaintiff's expense.

Submitted by,

Judith Clinton
Plaintiff – Pro se
418 Benefit Street
Providence, RI 20903

CERTIFICATION

I hereby certify that on February 8, 2023, I filed and served this document, via email, on the following:
Stephen J. Brouillard
Bianchi, Brouillard, Sousa and O'Connell
56 Pine Street
Providence, RI 02903
Todd Romano #6859
Lewis Brisbois
One Citizens Plaza, Suite 1120
Providence, RI 02903
Todd.Romano@lewisbrisbois.com

Submitted by,

Judith Clinton
418 Benefit Street
Providence, RI 20903

APPENDIX L

STATE OF RHODE ISLAND SUPERIOR COURT
JUDITH CLINTON WC- 2017-0376)
Plaintiff/Counterclaimant
vs :
CHAD BABCOCK, LISA NELSON,
REGINA FOSTER BARTLESS :
CARYN SULLIVAN, MARIA :
MARIA DIMAGGIO and :
TOASTMASTER INTERNATIONAL
Defendants

STIPULATION OF DISMISSAL

To the above-entitled matter and to the extent that any claims remain after the dismissal of Plaintiffs claims pursuant to Super R. Civ. **P.** 4I(a)(I)(B) on December I3, 2022, all remaining claims between Chad Babcock, Lisa Nelson, Regina Foster Bartlett, Caryn Sullivan, Maria DiMaggio and Toastmasters International, whether styled as cross-claims or third-party claims, in this matter are hereby dismissed with prejudice **no interest** -- no costs

CHAD BABCOCK, LISA NELSON,
REGINA FOSTER BARTLETT,
CARYN SULLIVAN, MARIA
DIMAGGIO
/s/ Stephen J. Brouillard #6284
Bianchi Brouillard Sousa O'Connell-
56 Pine Street, Suite 250
Providence, RI 02903
TOASTMASTERS INT'L
/s/ Todd J. Romano #6859
Lewis Brisbois Bisgaard &Smith
One Citizens Plaza, Suite I 120
Providence, RI 02903

STATE OF RHODE ISLAND SUPERIOR COURT

JUDITH CLINTON WC(C.A. 2017-0376)
Plaintiff/Counterclaimant
vs
CHAD BABCOCK, LISA NELSON,
REGINA FOSTER BARTLETT
CARYN SULLIVAN :MARIA DIMAGGIO and
TOASTMASTER INTERNATIONAL
Defendants

STIPULATED AGREEMENT OF DISMISSAL OF ALL CLAIMS for CASE UNDER DOCKET # WC- 2017-0376

Pursuant to Rule 41 (1) (b) which states:
Voluntary Dismissal; Effect Thereof. (1) *By Plaintiff; By Stipulation.* Subject to the provisions of Rule 23(e) of Rule 66(j), and any statute of this state**, an action may be dismissed by the plaintiff without order of court:((B) by filing a stipulation of dismissal signed by all parties who have appeared in the action.**

Rule 41 Dismissal of Actions. R.I. Super. Ct. R. Civ. P. 41

Plaintiff Judith Clinton, Pro se, files a Stipulated Agreement to Dismiss in accordance with the part of Rule 41 as stated above. The Stipulated Agreement signed by all parties is attached as **EXHIBIT A**. Plaintiff's same offer had been made on July 20, 2022, but was rejected the first time it was offered, with Defendants' counsel requesting language that was different than the language stated in the offer Plaintiff provided. Plaintiff perceived that the

changes to the language of the Agreement that Defendants wanted to make could possibly limit Plaintiff's legal rights, and no one could provide an explanation that would allow Plaintiff to perceive it differently. Unable to engage counsel to explain the legal ramifications to the language Defendants wanted to change, Plaintiff withdrew the offer. Recently, upon learning Plaintiff's offer had been rejected by Defendants and that Plaintiff wanted to dismiss the case, Judge Taft-Carter invited Plaintiff to file a Motion to Dismiss which would bring it before the Court for argument. Plaintiff responded to the "invitation to file a Motion to Dismiss" in an email to the Clerk of the Court which essentially asserts; Given Plaintiff's past experiences of coming before the Court for motions, and the circumstances that would go along with said process of accepting the Court's invitation to file a Motion to Dismiss, being without the benefit of counsel, it appears to Plaintiff that said process would be less than advantageous, and in light of the toll the litigation has taken on Plaintiff's health, arguing about it could be harmful to her health. Accordingly, despite that the simple, straightforward offer had been rejected in July, Plaintiff asked the Defendants one more time if they would simply agree to dismiss all claims, crossclaims, and counterclaims no costs, no fees with prejudice to save the need to have a hearing that stood to complicate a very simple matter to Dismiss the Claim. Upon reconsideration by the Defendants, it was accepted without need for changes to the language and signed on December 12, 2022. It is herewith being filed. In Plaintiff's opinion, this should be the last filing regarding this case with the Stipulated

Agreement to Dismiss and this accompanying document explaining the circumstances regarding the Agreement, claiming the right to file it without a Court Order.
Submitted by,

Judith Clinton
Plaintiff, Pro Se
418 Benefit Street
Providence RI 02903
860-389-0402

CERTIFICATION

I hereby certify that on , December 13, 2022, I filed and served this document, via email on the following parties:

Stephen J. Brouillard #6284
Bianchi, Brouillard, Sousa and O'Connell
56 Pine Street
Providence, RI 02903

Todd Romano #6859
Lewis Brisbois
One Citizens Plaza, Suite 1120
Providence, RI 02903

STATE OF RHODE ISLAND SUPERIOR COURT
JUDITH CLINTON WC- 2017-0376)
Plaintiff/Counterclaimant
vs :
CHAD BABCOCK, LISA NELSON,
REGINA FOSTER BARTLESS :
CARYN SULLIVAN, MARIA :
MARIA DIMAGGIO and :
TOASTMASTER INTERNATIONAL
Defendants

STIPULATED AGREEMENT OF DISMISSAL OF ALL CLAIMS for CASE UNDER DOCKET # WC 2017-0376

Plaintiff Judith Clinton pro se, Defendant, Toastmasters international, by and through its undersigned counsel and Defendants1 Chad Babcock, Maria DiMaggio! Caryn Sullivan1 Lisa Nelson and Regina Foster Bartlett1 by and through their undersigned counsel, hereby stipulate and agree to the dismissal of all claims, counterclaims and crossclaims under the Docket #2017-0376 with prejudice. No costs or fees to be awarded.

Plaintiff. Judith Clinton Defendant TOASTMASTERS INTERNATIONAL

By its Attorneys,

Judith Clinton Pro se Todd Romano
418 Benefit Street Lewis Brisbois Bisgaard &
Providence, RI 02903 One Citizens Plaza, Suite 1
Defendants. Providence, RI 02903
CHAD BABCOCK, MARIA DIMAGGIO ,
FOSTER BARTLETT, LISA NELSON, CARYN
SULLIVAN by their Attorneys

APPENDIX M

Rhode Island Rule of Civil Procedure 60(b) – Relief from Judgment or Order - On motion and upon such terms as are just, the court may relieve a party or a party's legal representative from **a final judgment, order, or proceeding** for the following reasons: Mistake, inadvertence, surprise, or excusable neglect.

1-Newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b);

2-Fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation, or other misconduct of an adverse party;

3-The judgment is void;

4-The judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application; or

5-Any other reason justifying relief from the operation of the judgment.

The motion shall be made within a reasonable time, and for reasons (1), (2), and (3) not more than **one year** after the judgment, order, or proceeding was entered or taken. A motion under this subdivision does not affect the finality of a judgment or suspend its operation. This rule does not limit the power of a court to entertain an independent action to relieve a party from a judgment, order, or proceeding, or to set aside a judgment for fraud upon the court