

NONPRECEDENTIAL DISPOSITION

To be cited only in accordance with FED. R. APP. P. 32.1

United States Court of Appeals
For the Seventh Circuit
Chicago, Illinois 60604

Submitted December 3, 2025*

Decided December 5, 2025

Before

DAVID F. HAMILTON, *Circuit Judge*

CANDACE JACKSON-AKIWUMI, *Circuit Judge*

JOHN Z. LEE, *Circuit Judge*

No. 25-1441

KATHY BROWNE,
Plaintiff-Appellant,

v.

ANDREA CIOBANU.
Defendant-Appellee.

Appeal from the United States District
Court for the Northern District of
Indiana, Hammond Division.

No. 2:23-cv-00164-GSL-AZ

Gretchen S. Lund,
Judge.

No. 25-2237

KATHY BROWNE,
Plaintiff-Appellant,

Appeal from the United States District
Court for the Northern District of
Indiana, Hammond Division.

* We have agreed to decide the case without oral argument because the briefs and record adequately present the facts and legal arguments, and oral argument would not significantly aid the court. FED. R. APP. P. 34(a)(2)(C).

v.

No. 2:20-CV-196 JD

ANDREA CIOBANU.

*Defendant-Appellee.*Jon E. DeGuilio,
*Judge.***ORDER**

Kathy Browne hired attorney Andrea Ciobanu to help her file a federal civil rights suit. After Browne settled with one of the defendants, Ciobanu withdrew her representation. Disagreements soon ensued. Browne challenged the settlement agreement's validity and later sued Ciobanu for malpractice and other related claims. Browne has appealed the judgments in the two cases, and we have consolidated the appeals for decision. We affirm both judgments.

I

The first judgment Browne challenges arises from a lawsuit she filed in 2020, case number 2:20-CV-196 JD. In that lawsuit, Browne, assisted by Ciobanu, sued Jennifer Waldo and the City of Valparaiso, among others, for false arrest. *See* 42 U.S.C. §§ 1983, 1985. After Browne and one defendant agreed to settle, Ciobanu withdrew her representation. A dispute arose over the enforceability of the settlement agreement. (Browne contended, in part, that Ciobanu coerced her into settling.) Ciobanu—despite no longer representing Browne—held the settlement funds in her law firm's trust account. District Judge Van Bokkelen enforced the settlement agreement. Browne appealed this resolution of her 2020 case, and we affirmed. *See Browne v. Waldo*, No. 24-1497, 2024 WL 4719082, at *1 (7th Cir. Nov. 8, 2024).

By this point, Ciobanu had filed an attorney lien on a portion of the settlement proceeds based on unpaid fees and costs that Browne owed her. Ciobanu mailed the settlement check to the district court's clerk to be held until the court adjudicated her lien request. Browne opposed the lien on grounds that Ciobanu overcharged her, was unjustly enriched, and failed to quash a subpoena. Judge Van Bokkelen validated

Ciobanu's lien and directed the clerk to distribute the requested portion of the settlement funds to Ciobanu and the remainder to Browne.¹

Relevant here, in May 2025, in the same 2020 case, Browne filed a postjudgment motion seeking to vacate Judge Van Bokkelen's order. *See* FED. R. CIV. P. 60(d)(3). Browne accused Ciobanu of committing fraud on the court by (1) including a fictitious party named "Mr. Back" in the amended complaint; (2) accepting a bribe from the City of Valparaiso in exchange for agreeing to dismiss the City from the case; (3) concealing from the court a sexually explicit video of Browne that supported her claims against Waldo; and (4) withholding Browne's case file after the attorney-client relationship ended. Ciobanu opposed the motion and moved for sanctions.

Judge DeGuilio, to whom the 2020 case had been reassigned, denied Browne's motion. He found that (1) the reference in the amended complaint to "Mr. Back" — while perhaps a scrivener's error — neither misled the court nor prejudiced Browne; (2) Browne offered no evidence of the purported bribery; (3) Browne made no showing that Ciobanu's alleged withholding of the video constituted fraud on the court; and (4) Browne failed to show that Ciobanu withheld Browne's case file. As for Ciobanu's motion for sanctions, the judge denied the request, noting Browne's pro se status and the apparent absence of bad faith. This decision in Browne's 2020 case is the first of the two judgments that she appeals.

The second judgment Browne challenges arises from a lawsuit she filed in 2023, case number 2:23-cv-00164-GSL-AZ. Browne filed this second lawsuit in May 2023, while her 2020 case was pending. This 2023 case was a malpractice action against Ciobanu in which Browne, asserting state law theories including negligence and misrepresentation, alleged that Ciobanu failed to represent her interests adequately in the 2020 case and fraudulently induced her to settle. Browne filed a flurry of motions, including a request for leave to amend her complaint further. Ciobanu moved to dismiss the case and sought sanctions, including attorney's fees. While Ciobanu's motion to dismiss was pending, District Judge Lund stayed the case to evaluate Browne's pending motions. The judge later lifted the stay.

¹ Browne appealed this order, *see Browne v. Ciobanu*, No. 23-1520 (7th Cir. Mar. 20, 2023), but later voluntarily dismissed the appeal under Rule 42(b) of the Federal Rules of Appellate Procedure.

Judge Lund granted Ciobanu's motion and dismissed the case with prejudice. The judge determined that Browne's claims were barred by the doctrine of collateral estoppel, because the settlement agreement's validity and the attorney lien already had been adjudicated in the 2020 case. Alternatively, the judge concluded that each of Browne's claims failed to state a claim for relief. *See* FED. R. CIV. P. 12(b)(6). Finally, the judge dismissed as moot Browne's motion for leave to amend her complaint and all other pending motions, including Ciobanu's motion for sanctions. Browne moved for reconsideration. *See* FED. R. CIV. P. 60(b). But after Browne filed a notice of appeal, the judge denied the motion as moot. This is the second judgment that Browne appeals.

We granted Browne's motion to consolidate her two appeals for resolution.

II

We begin with Browne's challenge to the district court's judgment in her 2020 case numbered 2:20-CV-196 JD. Browne asserts that Judge DeGuilio erred by denying her motion for reconsideration under Rule 60(d)(3) of the Federal Rules of Civil Procedure. Under that provision, courts may set aside judgments that resulted from fraud on the court. Browne's arguments are hard to follow, but she appears to rehash her contentions that Ciobanu mishandled evidence and defrauded the court by referring to a fictitious party in the amended complaint.

Judge DeGuilio was within his discretion to deny Browne's motion. To prove fraud on the court that would justify setting aside a judgment under Rule 60(d)(3), Browne needed, credibly, to identify misconduct, such as forgery, perjury, bribery of a judge, or other undue influence on him. *See In re Golf 255, Inc.*, 652 F.3d 806, 809 (7th Cir. 2011). She has not done so. As Judge DeGuilio recognized, Ciobanu may have made a scrivener's error by using an incorrect name in the amended complaint, but the error neither misled the court nor prejudiced Browne. It is not the sort of "extraordinary [or] egregious" circumstance thought to corrupt the judicial process. *Citizens for Appropriate Rural Roads v. Foxx*, 815 F.3d 1068, 1080 (7th Cir. 2016) ("Fraud on the court occurs only in the most extraordinary and egregious circumstances and relates to conduct that might be thought to corrupt the judicial process itself, such as where a party bribes a judge or inserts bogus documents into the record."). Similarly, Browne cannot make a "meaningful evidentiary showing" of fraud merely by asserting that Ciobanu mishandled or concealed evidence. *Id.* ("A party alleging fraud on the court must support their allegations with a meaningful evidentiary showing.")

As for Browne's 2023 malpractice suit against Ciobanu, case number 2:23-cv-00164-GSL-AZ, Browne contends that Judge Lund misapplied the doctrine of collateral estoppel to dismiss her complaint. Browne asserts that she never had the opportunity to litigate her claims for malpractice, breach of fiduciary duty, and breach of contract—claims that, she says, differ from the civil rights claims she brought in her 2020 case.

Judge Lund correctly applied collateral estoppel to bar Browne's suit. Under Indiana law, that doctrine requires a final judgment on the merits in a court of competent jurisdiction; identity of the issues; and mutuality of the parties.² *Miller v. Patel*, 212 N.E.3d 639, 646 (Ind. 2023). Both the order enforcing the settlement agreement and the order recognizing Ciobanu's lien are final judgments on the merits. There is an identity of issues because the relevant facts—such as whether Ciobanu withheld certain evidence from Browne, induced Browne into settling with one defendant, or overcharged Browne—were adjudicated when the district court enforced the settlement agreement and validated Ciobanu's attorney lien. Browne could also have raised—and in some instances did raise—the same arguments that she raised in the second suit to challenge the validity of the lien in the first suit. And the parties are identical because both Browne and Ciobanu were part of the 2020 case.

Browne also challenges Judge Lund's denial of her prejudgment motion for leave to file a second amended complaint, which, she proposes, would plausibly state additional malpractice-related claims. But here too, the judge was within her discretion to deny the motion. Browne had already amended her complaint once as a matter of course, *see* FED. R. CIV. P. 15(a)(1), and she had tried to do so additional times even before Judge Lund ordered her to file a rule-compliant motion for leave to amend. And regardless, her proposed complaint did not add specific allegations that would cure the defects identified by Judge Lund. *See Circle Block Partners, LLC v. Fireman's Fund Ins. Co.*, 44 F.4th 1014, 1023 (7th Cir. 2022).

Next, Browne argues that Judge Lund abused her discretion by issuing a stay and failing to enter a scheduling order in violation of Rule 16 of the Federal Rules of Civil Procedure. Browne contends that these decisions extended the case unnecessarily

² The parties do not dispute that Indiana's rules of preclusion apply. Indeed, in diversity cases like this one, federal law incorporates the rules of preclusion applied by the state in which the rendering court sits. *See Semtek Int'l Inc. v. Lockheed Martin Corp.*, 531 U.S. 497, 508 (2001); *Cannon v. Armstrong Containers, Inc.*, 92 F.4th 688, 706 (7th Cir. 2024).

and prejudiced her. But Judge Lund stayed the case to evaluate Browne's spate of motions, including multiple requests to amend her complaint. The stay was within the judge's broad discretion to manage her docket. *Alicea v. Cnty. of Cook*, 88 F.4th 1209, 1218 (7th Cir. 2023). As for the scheduling order, Rule 16(b)(2) directs courts to set scheduling orders "as soon as practicable," but Browne herself was the cause of much of the delay, based on her multiple attempts to amend her complaint and file repetitive, frivolous motions.

Finally, Browne contends that the judge erred by denying her postjudgment motion for reconsideration. But we do not reach this issue because Browne appealed only the judgment dismissing the case and antecedent rulings. She failed to file an amended or new notice of appeal challenging the denial of her postjudgment motion, as required by Federal Rule of Appellate Procedure 4(a)(4)(B)(ii). *See Johnson v. Purdue*, 126 F.4th 562, 564 (7th Cir. 2025).

We have considered Browne's other arguments, and none requires discussion.

III

Finally, Ciobanu has moved for sanctions, FED. R. APP. P. 38, asserting that Browne's appeal is frivolous. We agree and grant the motion. Given that Browne's appeal of Judge Lund's dismissal rehashes her previously rejected arguments regarding the validity of the settlement agreement and Ciobanu's attorney lien, Browne's appeal is frivolous. Browne has received multiple warnings against filing frivolous litigation, both from the district court and this court, so sanctions are appropriate. Thus, we fine Browne \$750 for her continued vexatious litigation and order her to pay Ciobanu's reasonable attorney's fees incurred in responding to this appeal. *See* FED. R. APP. P. 38; *see also Upchurch v. O'Brien*, 111 F.4th 805, 813–14 (7th Cir. 2024).

Within fourteen days of this order, Browne must tender a check payable to the clerk of this court for the full amount of the sanction. We also direct Ciobanu to file a statement of fees and costs within fourteen days of this order. Browne may file a response to the statement of fees and costs within fourteen days of its filing.

Further, the clerks of all federal courts in this circuit shall return unfiled any papers submitted either directly or indirectly by or on behalf of Browne unless and until she pays the full sanction that has been imposed against her. *See In re City of Chicago*, 500 F.3d 582, 584–86 (7th Cir. 2007); *Support Sys. Int'l, Inc. v. Mack*, 45 F.3d 185, 186

(7th Cir. 1995). This filing bar excludes criminal cases and applications for writs of habeas corpus. *See Mack*, 45 F.3d at 186–87. If Browne, despite her best efforts, is unable to pay in full all outstanding sanctions, she is authorized to submit to this court a motion to modify or rescind this order no earlier than two years from the date of this order. *In re City of Chicago*, 500 F.3d at 585–86; *Mack*, 45 F.3d at 186.

AFFIRMED