



October 29, 2012

MR. STEVEN ROBERT WINKLER
SECRETARY-TREASURER, ARTHRITIS ASSOCIATION OF LA
211 WOODGATE CT
BATON ROUGE LA 70808-5408

Dear Mr. Winkler:

You are receiving this letter since, as of 2010, you are listed as a Board Member of the Arthritis Association of Louisiana on its website, www.aaola.org.

While I have no intention of dignifying by way of a response the commentary of Ms. Karen Kennedy toward the end of her enclosed certified letter to me, I am respectfully requesting that these actions on the part of Ms. Kennedy cease immediately.

As you know, without any compensation whatsoever even being requested, I served as auctioneer for several years consecutively regarding the Association's annual fundraising gala, and you relayed to me how much you "appreciated" the work I did for the Association in that regard. If so, the Association has a strange way of expressing that appreciation. Specifically, I reference the actions of its President/CEO, Karen Kennedy, executing a sworn affidavit relaying that she felt I was a "security risk" after she provided entrance to me at the building you previously owned on Summa Court for the purposes of filming promotional videos for an upcoming high school reunion.

I would add that Ms. Kennedy permitted this access by opening the door to the facility and granting me access not once, not twice, but three times! I therefore found it appalling that, after having done so on so many occasions during late-March and early April of 2011, she would then (after having stayed in the same building with someone she would characterize as a "security threat") participate actively in the filing of a police report against me. Her actions ultimately culminated in not only the EBRP Sheriff coming to my home on April 11, 2011, but the Terrorism Unit of State Police doing so on Tuesday, April 12, 2011. Even though Louisiana State Trooper Bart Morris all but apologized for the episode, I will **never** forget that day and the pain my then-80-year-old mother endured in having such an ill-founded accusation made about her only son.

If your memory may need to be refreshed regarding the lawsuit I filed against the Association, Ms. Kennedy, and Ms. Messenger after the episodes of April 5, 2011 through April 12, 2011, I invite you to visit the following webpage:

www.auctioneer-la.org/Burns_v_AA.html

On this one webpage, you'll find a chronological timeline with dates at which you may download **any and all** court filings regarding the matter, including the original lawsuit (which will have Ms. Kennedy's sworn



affidavit as Exhibit P-6), as well as documents filed by your attorney, Mr. Joseph Brantley, including documents relating to the hearing held on April 23, 2012 regarding the case.

The Arthritis Association of Louisiana is certainly free to file a lawsuit against me, Mr. Winkler, to recover its \$4,000 in legal fees associated with the matter. Since Mr. Moore is listed as a Board Member and is obviously an attorney, I'm sure he will attest to the utter futility of such a filing, which begs the question as to why Ms. Kennedy is even sending the correspondence in the first place. Even as a layperson, I can espouse with no difficulty whatsoever numerous challenges which would result in the immediate dismissal of such a suit, to include:

1. Peremptory Exception of No Cause of Action since litigation costs are **not** damages,
2. Prescription since the actions Ms. Kennedy alleges (which are blatantly false) occurred in April of 2011, thus vastly exceeding the one-year prescription period to file suit,
3. Res Judicata since the matter was already adjudicated and it was **that** proceeding at which any and all defendants should have sought legal costs. For the record, your attorney did seek legal costs to be assessed against me (see Mr. Brantley's lawsuit answer at the previous website link filed on December 2, 2011) and he failed to succeed in that effort!

In short, Ms. Kennedy's correspondence to me is so amateurish in nature (which perhaps explains why it was not authored by your attorney, Mr. Brantley), that it was difficult not to fall out of my chair laughing upon reading it. Nevertheless, Mr. Winkler, if the Association does file suit against me, rest assured that I am going to counter-sue both the Association and Ms. Kennedy personally for the libelous statements Ms. Kennedy has chosen to compose on Arthritis Association of Louisiana letterhead. Furthermore, if I continue to receive similar correspondence from Ms. Kennedy in the future, I will initiate a second lawsuit against both her and the Arthritis Association for her actions irrespective of whether the Arthritis Association opts to sue me or not.

In conclusion, I see where Ms. Kennedy has been sued yet again for failing to pay her mortgage as evidence by the enclosed Writ of Seizure and Sale and Notice of Seizure filed with the EBRP Clerk of Court on October 16, 2012 (interestingly enough, a week prior to Ms. Kennedy's letter to me) by EMC Mortgage.

From the content of Ms. Kennedy's enclosed letter, it's apparent that Mr. Brantley has yet to be paid for his legal services which he rendered to the Association. That fact alone is an obvious poor reflection upon the Association given the length of time that has passed since the matter was adjudicated. Nevertheless, if the Arthritis Association wishes to avoid legal costs such as those incurred in matter of Burns v. Arthritis Association et. al., my recommendation would be that its Executive Director refrain for signing sworn affidavits riddled with falsehoods. By doing so, the lawsuits won't ever originate in the first place! That's my suggestion for what it's worth, but it's the Board who has control over those type managerial decisions.



In any event, as I stated previously, the Arthritis Association certainly has the prerogative to file suit against me as Ms. Kennedy flatly said it would in her letter, and I will respond accordingly upon that event transpiring. I can tell you unequivocally, however, that I most certainly will **not** be writing any check to Brantley and Associates to cover the Association's legal costs relating to the events of April of 2011, Ms. Kennedy's downright-comical certified letter to me notwithstanding!

Cc: Hillar Moore, Sharon Holder, Lance Leger,
Dr. Steven Lindsey, Dr. Ricardo Rodriguez

Enclosures: Certified Letter from Karen Kennedy dated 10/23/12
Writ of Seizure and Sale, EMC Mortgage v. Karen L. Kennedy
Notice of Seizure, EMC Mortgage, LLC v. Karen Kennedy

Sincerely,

Robert Edwin Burns



October 23, 2012

Mr. Robert Burns
4155 Essen Lane, Suite 228
Baton Rouge, LA 70809

**RE: SUMMARY JUDGEMENT IN THE CASE OF ROBERT BURNS V.
ARTHRITIS ASSOCIATION OF LOUISIANA, KAREN KENNEDY AND
CAROLINE MESSENGER**

Dear Robert:

On November 21, 2011 you received a letter from our legal counsel, Joseph P. Brantley urging you to reconsider your position on your suit against the Arthritis Association of Louisiana and its employees, myself and Caroline Messenger. At the time Mr. Brantley informed you that he had read your pleadings, amended pleadings and the affidavits of the parties concerned. He stated that based on those reviews and his experience of practicing law for 35 years, he did not feel you had a cause of action supported under Louisiana.

In his email, Mr. Brantley went on to state, *"I think you need to be aware that in the event that I am correct, there is an extreme likelihood that at least two if not all of the Defendants will seek damages from you for your actions. They clearly have causes of action for which they can recover provable damages. Likewise, because of your actions, both in and out of court proceedings, are clearly done with forethought and intent, any judgment obtained against you would not be dischargeable in bankruptcy and could haunt you for a long, long time."*

The Arthritis Association has incurred legal bills of \$4,000 to defend itself and its employees against your legal actions. Because we were able to prove to the court that there was no wrong doing on the part of the Arthritis Association, Karen Kennedy and Caroline Messenger, Judge Wilson Fields granted Summary Judgment on our behalf.

Your lawsuit left us no choice but to hire legal counsel to defend ourselves and since the court agreed that we had not defamed you and you had no loss or damage in any way related to our actions that it is your moral obligation to pay these bills.



The Mission of the Arthritis Association of Louisiana is to improve lives through continuing community service, education and support of research for arthritis and related diseases.

5222 Summa Court • Baton Rouge, LA 70809 • 225.761.8230 • Toll Free 866.309.8736 • FAX 225.761.8520 • www.aaola.org

Burns v. Arthritis Association of Louisiana, Karen Kennedy, Caroline Messenger
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Therefore we are asking that you make a payment to the law firm of Brantley & Associates in the amount of \$4,000 to cover our legal bills.

Should you decide not to pay \$4,000, the Arthritis Association of Louisiana, Karen Kennedy and Caroline Messenger will file suit against you for our legal costs as well as professional and personal damages incurred by your actions both in and out of court. On several occasions you made harmful and defamatory statements about the Arthritis Association of Louisiana and its employees via emails to numerous individuals (including the entire Glen Oaks High School reunion class of '81) as well as You Tube postings that were designed to damage the character and reputations of a 62 year old non profit organization and the individuals working for it.

I am sure if you review with your legal counsel the emails you sent (beginning with the one that included copies of both mine and Caroline Messenger's drivers licenses), the remarks you made on your Glen Oaks Reunion You Tube postings and the sensitive information you detailed about my personal family trauma and financial difficulties in your copious legal documents, you will be advised to open a line of discussion to resolve this matter without us having to instigate legal action.

I await your response.

Respectfully,

A handwritten signature in cursive script that reads "Karen Kennedy". The signature is written in black ink and is positioned to the right of the typed name.

Karen Kennedy
President/CEO

WRIT OF SEIZURE AND SALE

EMC MORTGAGE LLC
(PLAINTIFF)

NO. 615845 DIV. D .
19TH JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

Vs.
KAREN L KENNEDY
(DEFENDANT)

To the Sheriff of EAST BATON ROUGE, State of Louisiana,
GREETING:

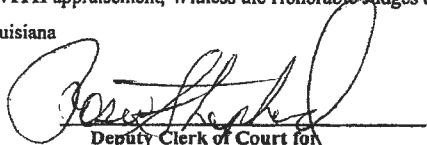
You are hereby commanded in the name of the State of Louisiana, and of the 19th Judicial District Court for the Parish of East Baton Rouge, that by Seizure and Sale, in the manner prescribed by law, of the following described mortgaged property belonging to KAREN L KENNEDY, defendant, to-wit:

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in that subdivision of the Parish of East Baton Rouge, Louisiana, known as Westminster Place Subdivision, Fourth Filing, and designated on a map of said subdivision made by Edward E. Evans, Civil Engineer, dated January 14, 1959, as revised, recorded as original 70, Bundle 4583, of the official records of the Parish of East Baton Rouge, Louisiana, as Lot Number One Hundred Ninety-Six (196), said lot measures eighty and no/100 (80) feet front on Fleet Drive by a depth along its southwestern boundary of one hundred forty-five and 19/100 (145.19) feet, by a depth along its northeastern boundary of one hundred forty-five and 02/100 (145.02) feet, and measuring fifty-six and 41/100 (56.41) feet across the rear.

You cause to be made to pay and satisfy by preference the claim of plaintiff for the sum of SEVENTY THOUSAND ONE HUNDRED TWO & 43/100 (\$70,102.43) DOLLARS, TOGETHER WITH INTEREST THEREON AT THE RATE OF 6.375% PER ANNUM FROM APRIL 1, 2012, UNTI PAID IN FULL, TOGETHER WITH ALL SOCTS ADVANCED FOR FILING, ATTORNEY'S FEES NOT TO EXCEED \$2,500.00,

All in accordance with the petition and annexed documents in the above entitled and numbered cause. And how you shall have executed this writ of seizure and sale, make return to our said court in the manner prescribed by law.

TERMS OF SALE According to law, for cash WITH appraisement, Witness the Honorable Judges of our said Court, this 9TH of OCTOBER, 2012, at Baton Rouge, Louisiana


Deputy Clerk of Court for
Doug Welborn, Clerk of Court

DANIEL A REED (225) 924-1600

Attorney
Civil #7 Rev. 10/92 / Clerk of Court/Civil Processing

WHITE/ORIGINAL FOR SHERIFF



Original
Recd
Copy
Cert
Recording Copy
Bundle *8020*

ORIG: 737 BNDL: 12448
10/16/2012 10:38:42 AM

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA
DOUG WELBORN
CLERK OF COURT AND RECORDER

C

NOTICE OF SEIZURE
SHERIFF'S OFFICE

POSTED

OCT 17 2012

M

Suit No: (17) 615845
Ser No / Dep Cde: 3/999
EMC MORTGAGE LLC
VS
KAREN L. KENNEDY

Baton Rouge, LA
19th Judicial District
Parish of East Baton Rouge
State of Louisiana

TO: KAREN L. KENNEDY
4116 FLEET DR.
BATON ROUGE, LA 99999

Notice is hereby given that on October 12, 2012, I seized the following described immovable property, to wit:

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and Improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in that subdivision of the Parish of East Baton Rouge, Louisiana, known as Westminster Place Subdivision, Fourth Filing, and designated on a map of said subdivision made by Edward E. Evans, Civil Engineer, dated January 14, 1959 as revised, recorded as original 70, Bundle 4583, of the official records of the Parish of East Baton Rouge, Louisiana, as Lot Number One Hundred Ninety-Six (196), said lot measures eighty and no/100 (80') feet front an Fleet Drive by a depth along its southwestern boundary of one hundred forty-five and 19/100(145.19') feet, by a depth along its northeastern boundary of one hundred forty-five and 02/100 (145.02') feet, and measuring fifty-six and 41/100 (56.41') feet across the rear.

as the property of the mortgagor(s) sued upon under a writ of seizure and sale, issued herein to satisfy a claim of 70,102.43 interest and cost. This matter is scheduled for sheriff's sale on **December 12, 2012**, at 10:00 a.m., or on a day thereafter as rescheduled by the sheriff.

EBR1524616

Sid J. Gautreaux, Sheriff
East Baton Rouge Parish
By: *[Signature]*
Deputy Sheriff

RECORDED COPY