

**STATE OF MICHIGAN**

**IN THE MICHIGAN SUPREME COURT**

---

**EDWARD M HANNAFORD,**  
Respondent-Appellee,

v.

**CHRISTINE L MORRISON,**  
Petitioner-Appellant.

Court of Appeals Nos. 377022; 377911  
Macomb County Circuit Court No. 1995-004609-DM  
Supreme Court No. \_\_\_\_\_

---

**APPLICATION FOR LEAVE TO APPEAL**  
(Pursuant to Michigan Court Rule 7.305)

Christine Morrison  
In Propria Persona

**TABLE OF CONTENTS**

I. Introduction .....3-4

II. Case Theory Summary ..... 4

III. Jurisdiction and Need for Review ..... 5-6

IV. Questions Presented .....6

V. Statement of Facts .....7-8

VI. Standard of Review ..... 8

**VII. ARGUMENT .....8**

    A. A Consent Judgment Is Valid Only Upon Mutual Assent .....9

    B. A Judgment Entered Without Consent or Adjudication Lacks a Lawful Basis .....9

    C. Entry of a “Consent Judgment” Without Assent Exceeds Judicial Authority .....10

    D. A Judgment Entered Without Lawful Authority Is Void .....10-11

    E. Relief from a Void Judgment Is Not Barred by Time or Finality .....11

    F. Enforcement Without Consent or Adjudication Violates Due Process .....11-12

    G. Absence of Consent Defeats the Legal Character of the Judgment .....12

**VIII. Constitutional Principles .....12**

**IX. Relief Requested .....12-13**

**X. Table of Authorities .....14**

**XI. Exhibits Index .....14**

## I. INTRODUCTION

Petitioner-Appellant Christine Morrison seeks leave to appeal to address a recurring question of procedural due process: whether a court may enter and enforce a judgment labeled a “consent judgment” absent record-based mutual assent or adjudication on the merits.

Although the circuit court had general jurisdiction over the parties and subject matter, its authority to enter a consent judgment depends upon the existence of mutual assent reflected in the record. A consent judgment is contractual in nature and derives its legal force from the parties’ agreement, not from judicial fact-finding or unilateral action by the court.

In this case, the record contains no executed agreement by Petitioner, no contemporaneous on-the-record waiver of adjudication rights, and affirmative statements denying consent. Later, **on the record, lawyer stipulations confirmed “this was not a consent” and that neither the original agreement nor its amendments were signed.**

Although later Michigan decisions discuss these principles more explicitly, the requirement that consent judgments rest upon mutual assent was established under longstanding Michigan contract and settlement law well before entry of the 1997 judgment. More recent decisions, such as *Gusler v. Gusler* (2021), continue to recognize that consent judgments derive their force from agreement rather than adjudication, reflecting the enduring nature of this principle. Despite this, the judgment was entered and continues to be enforced as a consent judgment.

Petitioner contends that a judgment entered without adjudication or record-based consent exceeds the court’s authority and is void. Resolution of this issue implicates both fundamental due process under the Fourteenth Amendment and the proper limits of judicial authority.

This issue is of substantial public importance because consent judgments are widely used in civil and domestic relations proceedings, and their legitimacy depends on actual consent reflected in the record. Clarification by this Court is necessary to ensure consistent application of these principles.

## II. CASE THEORY SUMMARY

A binding civil judgment ordinarily rests upon either: (1) adjudication on the merits by the court, or (2) **a knowing and voluntary agreement of the parties reflected in the record at the time the judgment is entered**. A consent judgment represents the latter. It is not the product of judicial fact-finding or adjudication, but instead derives its force from the parties' mutual assent and waiver of adjudication rights.

Where the record contains no signed agreement and no contemporaneous, on-the-record expression of assent attributable to the party, the essential predicate for a consent judgment is absent. In such circumstances, the judgment rests on neither adjudication nor waiver.

Because this defect concerns the absence of any lawful basis for entry of judgment, it affects the **fundamental validity of the judgment itself. It does not depend on the correctness of the outcome, but on the absence of a constitutionally sufficient process by which the outcome was reached. A judgment entered under these conditions exceeds the court's authority and is void.**

### III. JURISDICTION AND NEED FOR REVIEW

This Court has jurisdiction to review this matter because it presents a substantial question of law concerning the **validity of a judgment entered and enforced as a “consent judgment” without record-based mutual assent or adjudication on the merits.**

The issue is narrow, recurring, and of significant public importance: whether a trial court may enter and enforce a judgment designated as a consent judgment where the record contains no signed agreement, no contemporaneous on-the-record waiver of adjudication rights, and affirmative indications that no consent was given.

Consent judgments are a common mechanism in civil and domestic relations proceedings. Their validity depends on the existence of actual agreement between the parties. Under long-standing Michigan law, such judgments are contractual in nature and derive their legal force solely from mutual assent, not from judicial fact-finding or unilateral entry by the court. If courts may enforce judgments labeled as “consent” without a clear record of agreement, the distinction between consensual resolution and adjudicated judgment is undermined.

This case is appropriate for review because the dispositive issue is legal and record-based. The relevant facts are not in dispute: the record contains no signed agreement, no contemporaneous waiver of adjudication rights, and includes statements denying consent, later confirmed by stipulation on the record that neither the original agreement nor its amendments were signed.

Resolution of this appeal does not require reweighing evidence or resolving credibility disputes. It requires clarification of the legal standard governing when a judgment may be treated as a valid consent judgment under Michigan law.

The issue also implicates fundamental constitutional due process protections. The Fourteenth Amendment prohibits deprivation of property without lawful authority and fundamentally fair procedures. As recognized by the United States Supreme Court, due process requires either adjudication on the merits or a knowing and voluntary waiver of rights supported by the record. See *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306 (1950); *Goldberg v. Kelly*, 397 U.S. 254 (1970); *Fuentes v. Shevin*, 407 U.S. 67 (1972).

Where neither adjudication nor valid waiver is present, enforcement of a judgment labeled as “consent” raises a fundamental question of judicial authority and procedural fairness that warrants this Court’s review.

For these reasons, leave to appeal should be granted.

#### **IV. QUESTIONS PRESENTED**

1. Whether procedural due process permits entry and enforcement of a civil judgment labeled as a “consent judgment” where the record contains no signed agreement, no on-the-record waiver of adjudication rights, and an express denial of consent.
2. Whether a court may enter a judgment designated as a “consent judgment” absent record evidence of mutual assent by the parties, either through a signed agreement or a clear, on-the-record waiver of adjudication rights.
3. Whether a judgment entered as a “consent judgment” without record-based mutual assent or adjudication is void under MCR 2.612(C)(1)(d).
4. Whether continued enforcement of a civil judgment entered without consent or adjudication violates the Due Process Clause of the Fourteenth Amendment.

## V. STATEMENT OF FACTS

1. The circuit court entered a judgment labeled as a “consent judgment” based on a purported settlement agreement dated August 19, 1997, with amendments dated September 2 and September 8, 1997. The record does not contain a signed agreement executed by Petitioner Christine Morrison reflecting assent to the original agreement or its amendments.
2. At a March 8, 1999, hearing before Judge Maceroni, the issue of the consent judgment was addressed. The transcript reflects the following exchange:

COURT: “Consent judgment of annulment, what is your issue regarding it?”

CHRISTINE MORRISON: “The validity of it. I never consented or signed that, and neither did my attorney.”

COURT: “Your attorney did.”

CHRISTINE MORRISON: “He said to form only, not content.”

COURT: “Ms. Morrison, you are objecting to items that have been entered almost two years ago, and that’s entitled to consent Judgment of Annulment.”

CHRISTINE MORRISON: “Not without a signature.”

COURT: “That was approved as to form only, and as far as Mr. Aiello was concerned and signed by Mr. Perakis, and if there was any problem with that it should have been appealed a long time ago.”

3. On August 20, 2001, during proceedings related to an attorney malpractice matter, counsel placed the following stipulation on the record:

GEYER: **“This was not a consent.”**

GEYER: **“For the purpose of speeding things up, I’ll stipulate that the clients did not sign either amendment.”**

COURT: **“Okay.”**

HENRY: **“Or the original.”**

GEYER: **“Or the original.”**

HENRY: **“Thank you, I’ll accept the stipulation, then.”**

4. On **August 11, 2025**, Judge Yokich stated on the record:  
**“I don’t go back and review prior judge’s decisions. That’s what the next higher court is required to do.”**
5. The judgment remains in effect and continues to be enforced.

## **VI. STANDARD OF REVIEW**

Whether a judgment is void for lack of lawful authority is reviewed de novo. Questions concerning the legal effect of a judgment entered without adjudication or valid consent are also reviewed de novo. Constitutional claims arising under the Fourteenth Amendment, including alleged violations of procedural due process, are reviewed de novo.

## **VII. ARGUMENT**

Before discussing specific points, it is important to anchor the legal principles governing consent judgments in cases that predate 1997. *Morales v. State Farm Mut. Auto Ins. Co.*, 190 Mich App 376 (1991), *Brown v. City of Highland Park*, 126 Mich App 720 (1982), and *In re Estate of Erb*, 87 Mich App 491 (1979), establish that a valid consent judgment requires mutual assent and a

meeting of the minds. These cases ensure that the principles discussed here reflect the law as it existed at the time the 1997 judgment was entered, avoiding reliance on any later decisions that merely reaffirm these longstanding doctrines.

#### **A. A Consent Judgment Is Valid Only Upon Mutual Assent**

Under long-standing Michigan law, a consent judgment is not a product of judicial fact-finding or adjudication, but a contractual resolution between the parties. Its validity depends upon a meeting of the minds and mutual assent to all material terms.

A judgment entered without such assent is not truly “consensual,” but instead lacks the foundational agreement required for its legal character as a consent judgment. Where mutual assent is absent, the judgment cannot properly be treated as one entered by consent.

Here, the record contains no executed agreement by Petitioner, no contemporaneous waiver of adjudication rights, and affirmative statements denying consent, later confirmed by stipulation that neither the original agreement nor its amendments were signed.

#### **B. A Judgment Entered Without Consent or Adjudication Lacks a Lawful Basis**

A civil judgment must rest on one of two lawful foundations:

- (1) adjudication on the merits by the court, or
- (2) a voluntary, knowing agreement of the parties reflected in the record.

Where neither basis exists, the resulting judgment is not supported by a lawful procedural predicate. A court may not substitute presumed agreement or attorney approval for actual consent by the party whose rights are affected.

Because the record contains no adjudication and no valid consent, the judgment rests on neither recognized foundation.

### **C. Entry of a “Consent Judgment” Without Assent Exceeds Judicial Authority**

A court’s general jurisdiction over the parties and subject matter does not extend to the authority to enter a judgment absent the legal prerequisites required for that particular type of judgment.

A consent judgment derives its authority from the parties’ actual agreement, not from unilateral judicial action. Where no agreement exists in the record, the court lacks authority to enter or enforce a judgment as one based upon consent.

**Attorney approval “as to form” does not establish substantive consent to the terms of a judgment affecting substantial rights and obligations.** Enforceability depends upon mutual assent to the material terms. See *Kloian v. Domino’s Pizza LLC*, 273 Mich App 449, 453–454; 733 NW2d 766 (2006). Although *Kloian* post-dates the 1997 judgment, it articulates longstanding Michigan principles requiring mutual assent and a meeting of the minds for enforceable agreements. Without a valid waiver of adjudication rights or a signed agreement reflecting assent, the essential prerequisite for entry of a consent judgment is absent.

### **D. A Judgment Entered Without Lawful Authority Is Void**

A judgment entered without a lawful basis is void and subject to relief at any time. Michigan courts recognize that a void judgment is a legal nullity because the court lacked authority to enter it in the first instance.

See *In re Ferranti*, 504 Mich 1, 18 (2019) (recognizing that judgments entered without compliance with fundamental procedural requirements affecting waiver of rights are void and subject to challenge).

Here, because the record shows neither adjudication nor valid consent, the judgment lacks the legal foundation required for entry. It is therefore void.

**E. Relief from a Void Judgment Is Not Barred by Time or Finality**

Because a void judgment is a nullity, it is not subject to ordinary principles of finality, waiver, or delay. Relief is not dependent on timeliness but on the absence of authority to enter the judgment in the first instance.

Continued enforcement of a void judgment does not cure the defect; it perpetuates the underlying lack of lawful authority.

**F. Enforcement Without Consent or Adjudication Violates Due Process**

The Fourteenth Amendment prohibits deprivation of property without due process of law. Procedural due process requires either adjudication on the merits or a knowing and voluntary waiver of rights reflected in the record.

Where neither is present, enforcement of a judgment deprives a party of rights without constitutionally adequate procedure or lawful authority.

See *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306 (1950);

*Goldberg v. Kelly*, 397 U.S. 254 (1970);

*Fuentes v. Shevin*, 407 U.S. 67 (1972).

### **G. Absence of Consent Defeats the Legal Character of the Judgment**

Because consent is the defining legal basis for a consent judgment, the absence of record-based assent eliminates the essential predicate for its classification as a consent judgment.

A judgment entered without consent or adjudication cannot acquire validity through labeling or subsequent enforcement. Its legal character must be determined by the record at the time of entry, not by later characterization.

## **VIII. CONSTITUTIONAL PRINCIPLES**

Due process requires lawful authority before deprivation of rights. The failure to ensure mutual assent before entering a judgment labeled as a “consent judgment” **violates fundamental principles of due process and judicial authority.**

## **IX. RELIEF REQUESTED**

Petitioner respectfully requests that this Court:

1. **Grant leave to appeal** under MCR 7.305 to address whether a court may enter and enforce a civil judgment labeled as a “consent judgment” absent either adjudication on the merits or a clear, affirmative, record-based manifestation of assent by the party.

2. **Reverse the judgment of the Court of Appeals** and hold that a judgment designated as a “consent judgment” may not be validly entered where the record contains neither a signed agreement nor a contemporaneous, on-the-record waiver of adjudication rights attributable to the party.
3. **Recognize that a judgment entered without lawful authority—through either adjudication or valid consent—is void**, and that continued enforcement of such a judgment violates due process and exceeds the court’s jurisdiction.
4. **Vacate the August 19, 1997, judgment and all subsequent amendments or derivative orders** entered without adjudication or record-based consent, and direct the lower court to cease further enforcement.
5. **Remand with instructions** that the circuit court: vacate the judgment and subsequent amendments as void under MCR 2.612(C)(1)(d), and prohibit further enforcement.
6. **Grant any additional relief** the Court deems necessary to uphold due process, protect the parties’ rights, and ensure that judgments labeled as “consent judgments” reflect actual assent or adjudication consistent with long-standing Michigan law.

Respectfully submitted,

  
Christine Morrison

## X. TABLE OF AUTHORITIES

### Michigan Cases

- *Kloian v. Domino's Pizza LLC*, 273 Mich App 449, 453–454; 733 NW2d 766 (2006) (consent judgment is contractual and requires mutual assent).
- *Morales v. State Farm Mut. Auto Ins. Co.*, 190 Mich App 376, 381; 476 NW2d 402 (1991) (settlement agreements require meeting of the minds).
- *Brown v. City of Highland Park*, 126 Mich App 720, 722–724; 325 NW2d 162 (1982) (enforceability of agreements requires mutual assent).
- *In re Estate of Erb*, 87 Mich App 491, 495–496; 275 NW2d 259 (1979) (judgments and agreements must reflect actual consent of parties).
- *Lawrence M. Clarke, Inc. v. Richco Constr., Inc.*, 489 Mich 265, 276; 803 NW2d 136 (2011) (general contract principles govern settlement enforcement).
- *Gusler v. Gusler*, 338 Mich App 567; 980 NW2d 453 (2021) (consent judgments derive force from agreement, not adjudication).
- *In re Ferranti*, 504 Mich 1, 18; 934 NW2d 610 (2019) (judgments entered without fundamental procedural safeguards are void and subject to collateral challenge).

### United States Supreme Court Cases

- *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 313 (1950) (due process requires notice and meaningful opportunity to be heard).
- *Goldberg v. Kelly*, 397 U.S. 254, 267 (1970) (due process requires fair procedures before deprivation of property).
- *Fuentes v. Shevin*, 407 U.S. 67 (1972) (waiver of rights must be knowing and voluntary).

## XI. EXHIBITS INDEX

- **Exhibit A** – Court Docket, **Unsigned August 19, 1997, Original Settlement Agreement and Amendments** dated September 2, 1997, and September 8, 1997
- **Exhibit B** – March 8, 1999, Trial Court Transcript (pp.14)
- **Exhibit C** – August 20, 2001, Trial Court Transcript Excerpts Stipulation from Attorney Malpractice Proceeding (pp. 39, 226)
- **Exhibit D** – **August 11, 2025, Trial Court Order Denying Motion for Relief from Judgment Pursuant to MCR 2.612(C)(1)(d)**, and Trial Court Transcript (p.8)
- **Exhibit E** – Court of Appeals Orders: No. 377022 (September 5, 2025); No. 377911 (April 27, 2026)