

February 1, 2024

Enclosed is my Complaint against

Judge Diamond. notice The Memes

Throughout This: he doesn't require

The Attorneys to be truthful And

he doesn't require them to provide

evidence to support their claims, but

he also doesn't provide any justification
for why that doesn't matter.

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Prior to June 12, 2024, he ruled

that there was enough evidence for

a trial for the plaintiffs to have to

Answer to Charges that included fraud

Then there was a secret meeting in Chambers

and all of a sudden I am getting screwed
by the judge.

there is nothing in writing, no justification

no explanation that is supported by evidence

except for a Court Transcript with a lot of

Missing information that he refuses to release.

Berly A Cole

2/1/2024

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This is a complaint against the conduct of the Honorable Patrick C. Diamond.

I submitted the initial report online on January 31, 2024.

Case Number 61-CV-22-418

His bias against me as a female, and perhaps at times because I was unrepresented, was prejudicial to the administration of justice throughout the court process. He not only intentionally created harm for me, but he also enabled the plaintiff to use his court to cause further harm to me. Also note that this is not a one-time thing. His bias toward me has been ongoing and consistent for the last 4 years.

He made a ruling based on what he says is a court hearing, but he refuses to release the court transcript and has determined he will punish me if I make it public. There is a great deal of information missing from the transcript because it never happened, but his ruling against me is as though the information were complete and part of the transcript.

He has also ruled that the case is sealed and I am not allowed to appeal it. The case involves him enforcing a settlement agreement in which there is no evidence that I consented to or had knowledge of, it's not in writing, and he is ignoring evidence by an attorney of further harm if I didn't drop the motion to dismiss the arrangement. In addition, he has offered no credible justification or explanation for why the court records need to be sealed, especially given there is no evidence to support the need for it.

In addition, his ruling punishes me for filing complaints against the other attorneys involved in my case with OLPR, even though there was justification for filing the complaints and it was his suggestion that I file the complaints. He said he wanted to see what I was filing, but wasn't concerned with the merits of the complaints. His concern was that I was telling someone else that I was being harmed, instead of being concerned that I was being harmed and he was allowing it. Also note, that I asked for his permission to give OLPR the transcript of the June 12, 2023 hearing because they wanted to see it, and he refused to give permission. I even offered that if he wouldn't allow me to give it to OLPR that he could give it to them directly and gave the name of the person who was investigating the case, but he still refused to do it. **Rule 2.5 Competence, Diligence, and Cooperation (A)** A judge shall perform judicial and administrative duties competently and diligently. **(B)** A judge shall cooperate with other judges and court officials in the administration of court business.

If he's not willing to provide the court transcript to OLPR, then it must be construed as him being complicit with the plaintiff to further harm me. In other words, he makes the suggestion, I follow through and he uses it as an excuse to screw me. Please note, I haven't given anything to OLPR that wasn't already part of the court record.

I fully expect the judge to attack and punish me for filing this complaint, even though the canons of judicial conduct state retaliation is wrong.

Here's how is bias has played out

Canon 1: A judge shall uphold and promote the independence, integrity and impartiality of the judiciary, and shall avoid impropriety and the appearance of impropriety

He didn't require the Plaintiff to provide evidence

There were two cases he oversaw. One was where I filed against an attorney in small claims court. Throughout that case, the attorney never provided any substantial evidence to support his side of the case. I raised the issue several times, but Judge Diamond refused to acknowledge it.

Then the attorney appealed that case and filed a defamation suit against me. His initial filing was that I "forced" him to take cash for his retainer, so therefore he was harmed. What he submitted as "evidence" made no sense, but instead of stopping it for what it was – frivolous – he was allowed to continue with more things that had no supporting evidence or even made sense.

For example, he even filed a motion that said he didn't have to be truthful in court because OLPR didn't say he had to be, and the judge never batted an eye. He also said it was my fault he was on probation, and the judge never required supporting evidence to let it stand.

I filed a motion to ask for a clarification on why the Plaintiff's consistent lack of evidence didn't matter, and got no response. The court took my money, but refused to provide an explanation. The fact that he refused to respond is evidence of his bias against me.

He's never required the Plaintiff to be truthful or provide evidence to support his claims

I've raised that issue many times throughout the last four years, yet I have been consistently ignored on it.

For example, the Plaintiff said he was harmed when I went to the Client Security Board to ask for my money back, but provided no evidence to show he was harmed. However, I was in my rights to go to the CSB, but Judge Diamond still allowed him to use it against me. The claim wasn't dismissed and the judge never required evidence to show how he was harmed.

The Plaintiff said I harmed him because he was supposed to tell potential new clients that he was on probation. The same thing happened here. The judge allowed him to use it against me, while at the same time refusing to address the nature of the claim and not requiring evidence to support it.

There are many examples of this kind of thing throughout the court process, but each time I raised the issue of the lack of truthfulness and evidence, the judge steadfastly ignored me. It is evidence of his bias against me.

Rule 2.6 Ensuring the Right to Be Heard (A) A judge shall accord to every person who has a legal interest in a proceeding, or that person's lawyer, the right to be heard according to the law. [1] The right to be heard is an essential component of a fair and impartial system of justice.

I gave him evidence three times that I was being bullied and blackmailed into going along with the settlement arrangement, and he has ignored that. He is going off what was said in the transcript, but there are two major flaws in that approach. First, the June 12, 2023 transcript doesn't ask me if I had been threatened into accepting the settlement arrangement and Judge Diamond is dismissive of the fact that I was. His view that I should have done something else while I was in the midst of people who just screwed me, shows his bias against me. He acknowledges that I was threatened in the courtroom, but hasn't shown any evidence that he feels it was wrong for that to happen to me.

The second part of this is that the court transcript doesn't contact all of the settlement arrangement he is insisting to enforce. I have raised that with him and all I got was ignored. He's also adding and changing the rules to the arrangement to my detriment and without my knowledge or consent.

I asked him for a justification and explanation for why he feels the evidence of Tim Maher's untruthfulness doesn't matter – or the fact that there is no evidence of my knowledge or consent to the arrangement doesn't matter, and he refuses to address that issue, as well.

Something else I asked for was why what they did to me during the settlement arrangement wasn't considered to be disparaging to me, and he refuses to address that issue. It is another avenue where his bias against me is clear. The settlement arrangement is supposed to be "mutual" disparagement, but the judge refuses to acknowledge or address the harm that was done to me. In addition, Judge Diamond refuses to offer an explanation for why the plaintiff's lying to me is not disparaging to me. He has admitted that he has allowed and supported the plaintiff to not be truthful with me, but when I have asked why that is not disparaging to me, all I get is ignored. This is evidence of his bias against me.

Because Judge Diamond kept allowing the plaintiff to file unsubstantiated claims against me, and after I was threatened in the courtroom, I tried to get a harassment restraining order. Evidence of Judge Diamond's bias against me was shown when he stated to the effect that since the restraining order wasn't granted, it must mean my complaint had no merit. The referee didn't rule on the merit of the complaint, The ruling was about the appropriateness of that court for filing the complaint.

I've asked him multiple times to look at the evidence – what is there and what isn't there by the opposing party and he consistently has ignored my requests. He has also not provided a justification for why he feels my request is without merit. This is evidence of his bias against me.

Judge Diamond wasn't truthful in his recent ruling when he said I refused to meet with the plaintiff after the court hearing. It's more evidence of his bias against me and his refusal to listen to me. I didn't stay after the court hearing because I wasn't told I needed to. The judge has been told that by me, and there is no evidence by anyone else that supports that claim. In addition, the court transcript he is hiding from everyone doesn't mention that requirement, either. I have raised that issue with him more than once, and he has chosen to ignore me. This is evidence of his bias against me.

Rule 2.15 Responding to Judicial and Lawyer Misconduct

Taking action to address known misconduct is a judge's obligation. A judge who does not have actual knowledge that another judge or a lawyer may have committed misconduct, but receives credible information indicating a substantial likelihood of such misconduct, is required to take appropriate action under paragraphs (C) and (D). Appropriate action may include, but not limited to, communicating directly with the judge who may have violated the Code, communicating with a supervising judge, or reporting the suspected violation to the appropriate authority or other agency or body.

(B) A judge having knowledge that a lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question regarding the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects shall inform the appropriate authority.

(D) A judge who receives credible information indicating a substantial likelihood that a lawyer has committed a violation of the Rules of Professional Conduct shall take appropriate action.

The plaintiff in this matter was already on probation during most of the time he was filing false, unsubstantiated claims against me, and yet the judge never reported it to OLPR.

Also, I gave him the email from my former attorney (Tim Maher) that clearly shows him attempting to blackmail me into dropping the motion to drop the settlement arrangement he made without my knowledge or consent. Judge Diamond's refusal to acknowledge that or consider that significant is evidence of his bias against me. In any case, a blackmail attempt that blatant should not have been dismissed or ignored and should have been reported.

Judge Diamond also was dismissive of the threat the plaintiff made to me, but had an obligation to report it once I told him about it. Instead, he chose to punish me for defending myself by reporting it to OLPR. How is that not the same thing as retaliation with a bias against me in support of the plaintiff?

In Summary

Judge Diamond:

- 1) Didn't require the plaintiff to substantiate his claims with credible evidence, yet ruled in his favor as though he had
- 2) Ignored my repeated requests to have the plaintiff provide evidence.
- 3) Refused my requests for clarification on his decisions.
- 4) Is enabling the plaintiff to use his court to commit fraud by allowing court records to be sealed and by not releasing the June 12, 2023 court transcript to OLPR.
- 5) Has provided no justification for why the court records need to be sealed.
- 6) Has shown a clear and persistent bias against me in favor of a plaintiff who doesn't deny lying to the court.
- 7) Refuses to justify why the settlement arrangement is allowed to stand when there is no evidence in writing or otherwise to show I knew or consented to it.
- 8) Refuses to justify why he is rewarding the plaintiff for inappropriate conduct.
- 9) Is harming me for defending myself. I am allowed to file complaints with OLPR. Even he established that a long time ago, but now with his bias against me and his need to enable to harm, he apparently has changed his mind.
- 10) By allowing the plaintiff to move from defamation to disparagement without any justification or evidence, he is enabling the plaintiff to further harm me without cause.
- 11) At one time, he did say there was justification for a trial that included fraud by the plaintiff, but all of a sudden fraud doesn't matter and he is doing his best to make sure the plaintiff isn't being held accountable for his conduct.
- 12) He hasn't stated he was rejecting my evidence, but also hasn't provided a justification for why he is ignoring it, either.
- 13) I have provided evidence, the plaintiff isn't required to do so, and yet he rules in favor of the plaintiff.
- 14) He had knowledge of and evidence of abusive behavior towards me, and yet saw fit to punish me for not wanting to be treated that way.
- 15) He has supported the plaintiff in allowing him to file information that is not truthful and unsubstantiated without evidence, and has used those claims against me, rather than requiring the plaintiff to provide evidence that is truthful or even makes sense.

All of this is evidence of his bias toward me and his inability/unwillingness to conduct a fair hearing based on the merits and evidence.

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Brian S. VanMeveren

Plaintiff(s),

vs.

Case No. **62-CV-22-418**

Becky A Cole

Defendant(s).

MOTION TO/FOR

The following party/parties:

Becky A Cole

in the above-named case hereby move(s) the United States District Court, District of Minnesota
for an Order to:

Dismiss the case with prejudice

because:

1.

It is a frivolous suit with the same issues that has already been dismissed by another court for having no merit

2.

Mr. VanMeveren has not offered any truthful or factual evidence to support his claim that he has been harmed.

Said motion is based upon the attached Memorandum of Law,

Rule 9 - Frivolous litigation

Rule 41- The same issues have already been tried in another court and dismissed

Rule 4.49 - The irrelevant information and personal Attacks serve no Substantial Purpose
and all of the files, records, and proceedings herein.

Signed this 21st ☒ day of June, ☒ 2022

Signature of Party

Becky A Cole

Mailing Address

**7440 University Ave NE 292
Fridley, MN 55432**

Telephone Number **(612) 567-3631**

Note: All parties filing the motion must date and sign the Motion and provide his/her mailing address and telephone number. Attach additional sheets of paper as necessary. The motion must be served on each party, together with the notice of hearing, and any memorandum of law and accompanying documents.

STATE OF MINNESOTA
DISTRICT COURT FOR THE 2nd JUDICIAL DISTRICT
RAMSEY COUNTY

MOTION FOR CLARIFICATION

Plaintiff,
BRIAN S. VAN MEVEREN,
v.

COURT FILE No.: 62-CV-22-418

BECKY COLE,
Defendant.

This motion is to request a clarification from the court for the basis on which Brian VanMeveren's and Laurie Cylkowski's lack of evidence is considered to be irrelevant in determining the outcomes of this lawsuit. In other words, I am seeking an explanation for the justification on which they are allowed to benefit and be rewarded, in spite of their consistent lack of evidence to support their claims throughout the conciliation case, as well as this one. All of the discussion in this motion is already entered into the court records. There is nothing new here. All of this is already included in both lawsuits.

This lawsuit was Brian's response to the conciliation court case. He had every opportunity to provide evidence to show how he appropriately represented me, but all he has done is attack me and create distractions with unsubstantiated claims. Laurie has stated that requiring him to provide evidence makes Brian a victim, even though providing evidence is clearly within the nature of the requirements of his license. They both have attacked me and have spent a great deal of time with distractions, but have not provided to me or the court evidence to support their claims. It's why they moved from "defamation" to "disparagement", as "disparagement" doesn't have the evidence

threshold “defamation” does. But it is evidence of their own making that they don’t have evidence to refute Brian’s conduct. It’s a strategy so that he can avoid accountability.

In the conciliation case, I wanted Brian to show why it was appropriate for him to take a housing case when he has no qualifications in housing law – something his license says matters. In the conciliation case, Brian needed to explain why he felt justified in ignoring evidence that said I didn’t hire him to get me out of my lease, while still demanding to be paid for work I didn’t hire him to do. He has said a lot of things, but has not provided any evidence to support his claims, either.

Yet, he has been able to spend more than two years taking up court resources by filing claims for which he also has provided no evidence to support, and he seems to keep getting rewarded for it. By virtue of his license he knows that attacking me without a justification is retaliation and the harm he and Laurie are intentionally causing is wrong, but neither one wants to be held accountable for it. However, they want to be financially rewarded for consistent manipulation and deception.

It was manipulation and deception that Brian used when he took my case, and if you look through the court records, he doesn’t really deny that he did that. The issue he and Laurie are wanting to solve is that they want the court to find this approach to be acceptable so that they can be financially rewarded for using a strategy that is not rooted in ethics, integrity or their own dignity.

I'm not wrong for wanting Brian to be held accountable, but Laurie's response has been to create distractions that clearly say he's not capable of ethical conduct, and to insist that he is makes him a victim. His license requires ethics. His character should insist on integrity and dignity, but it's their own responses in the court and with their conduct that are saying those things shouldn't matter if there is a paycheck involved.

Brian's Competency

By virtue of his license, in the very least he knows it is unethical to take a case in which he has no skill or competency. Minnesota law says I have a right to be represented by someone who has the necessary competencies in the area of law for which the case is about. While he and Laurie spend a great deal of time attacking me, they don't provide evidence of this competency.

Throughout the conciliation case and this case, he doesn't even mention housing law or even a justification for why he felt housing law wasn't relevant. However, with Laurie's support in a motion on this case Brian states he told me how he represented another person in my complex, and therefore, I knew what he would do with my case. While there is no evidence that supports to the truthfulness of this statement, it's stunning that he would admit to a privilege and ethics violation to justify what he did to me. If you were to look up his case with Richard Boldt, you will find that he did the same thing to Richard as he did me. Richard didn't hire him to get him out of the lease, but Brian ignored that and went that route anyway. As in my case, Brian didn't apply

housing law, either, which would have benefitted Richard a great deal. So, if Brian had told me about what he did to Richard, I would have never hired him in the first place.

Please note that case is public record and can be referenced here because Brian filed the reference to it in his own motion. Also note that it is evidence of a pattern of conduct as the “settlement agreement” Brian got for Richard provides no benefit to him, just as the one he tried to get me to sign with my landlord.

Brian was wrong in what he did, but Laurie insists that he be viewed as a victim so she and he can get paid. There is no evidence to support Brian’s “victimhood” in either of the cases, as it is also wrong for her to state the deception wasn’t intentional without providing support evidence on that, as well. However, what is most stunning is that Brian finds what he did to Richard something he feels good about.

Throughout this case, Laurie keeps referring to him as a “victim” This seems to be her default response as a distraction when it comes to holding him accountable to the tenets of his license and asking for evidence to support their claims. According to how she has presented him in this court record, she feels I am harming him by asking for evidence to support their claims. That begs the question of why does it make sense to them to not show evidence, if they had it.

Evidence of her attempt to portray him as a “victim” is clear from the most recent hearing. They had the file in front of them from the conciliation case where I asked several times about missing evidence, but she insisted asking those questions was

harmful to him and wanted to collect a monetary reward for both of them for me asking him to provide evidence to support his claims.

Her approach to this actually validates that he took a case for which he had no competencies to handle appropriately. In her zeal to attack me and continue with distractions, she's not providing evidence or any kind of supporting information to demonstrate his competencies to take a housing case. There's no mention of how housing law was applied, there's never been any evidence of advocacy with my landlord, and he has consistently refused to address the evidence that shows I didn't hire him to get me out of my lease, even though he has insisted that is why I hired him.

However, Laurie is insisting that both she and Brian are entitled to financial remuneration because I wanted him to operate within the tenets of his license, and by presenting him as a victim, she is clearly saying I was wrong to expect there to be competency with his conduct, while completely ignoring the fact that if he really didn't have the competencies to represent me appropriately, it was unethical of him to even take the case to begin with.

The "victimhood" stand is of their own making and they have consistently provided no evidence to support any truthfulness to that claim.

Brian Takes No Responsibility For His Own Conduct and Blames Me

Please note that neither Laurie or Brian have denied or refuted any of these things. Their stand has always been that they are entitled to attack me when they have no evidence and I should just accept it, because if I don't put up with it, they will continue to harm me financially. Ethically, what they are doing is wrong, especially when they both

know there is no justification for the continued attacks. They have always been welcome to provide evidence, but they are choosing to attempt to benefit financially from conduct that has no justification for it.

1. In the conciliation case, Brian insisted that I hired him to get me out of the lease, but refuses to address evidence that doesn't support this.
2. In this case, he said I "forced" him to take cash for part of his retainer, but the evidence doesn't support that claim. He also offers no justification or supporting documentation for how he was harmed by this, but when he filed it, he signed a statement telling the court that he was being truthful.
3. In this case, he said he was harmed because I went to the Client Security Board to get my money back. He offered no justification for evidence for how he was harmed by this.
4. Brian, with Laurie's support, said it was my fault he was on probation. It was his own conduct with multiple people that resulted in his probation. They don't mention any of the other people who were part of his most recent probation. Laurie knew this, and still support him in filing this claim without any supporting evidence or documentation.
5. Brian, with Laurie's support, said he was harmed by me because one of the terms of his probation was that he tell potential clients that he was on probation. It was his own conduct that resulted in his probation, Laurie knew this and yet she still supported him in filing this claim without any evidence or

supporting documentation. There's also no evidence that he actually carried out this part of his probation.

6. Brian, with Laurie's support, filed a motion that said he can file false claims in court because OLPR hasn't told him it's wrong to do so. However, by virtue of their licenses and the rules of professional conduct, they both know it is unethical to attack me with claims that have no substance to them or supporting evidence. Regardless of what OLPR did or did not say about it, they still had a choice in in their conduct.
7. In the conciliation case, Brian chose to not show up to the hearing It was his way of avoiding having to answer to why he was insisting that I hired him to get out of the lease when there was no truth to it or evidence to support his claim. In this case, Laurie colluded with Tim Maher to have Tim write statements for Brian to read as part of a settlement arrangement they made without my knowledge or consent. Notice in both instances, Brian goes to great lengths to not take ownership of his conduct, while at the same time wanting to be rewarded for skipping out on it.
8. Laurie and Tim Maher colluded on a settlement arrangement without my knowledge or consent. There is nothing in writing and nothing that says I authorized this arrangement, yet Laurie wants it enforced. Notice the pattern of conduct by Brian in this. In the conciliation case, Brian insisted that I hired him to get me out of the lease, and refused to address anything that didn't support this. In the settlement arrangement, it talks about "mutual" disparagement, but neither Brian or Laurie are addressing the harm they

initiated with me by virtue of the settlement arrangement, and in both instances Brian is demanding to be financially rewarded. By referring to Brian as a “victim”, she is also providing evidence of her own making that she doesn’t believe he is capable of operating within the tenets of conduct required by his license.

9. Laurie admits to not asking Tim for evidence that he had my authorization and consent to enter into the settlement arrangement, yet even when none exists, she and Brian still want to hold to the arrangement as though my authorization and consent was in place. It’s another place where they want to benefit from having no evidence.
10. There’s no evidence to show what was said in chambers by either Laurie or Tim was the same as the information I had about the case and the hearing.
11. The transcript of the June 12, 2023 doesn’t support many of the things Laurie is claiming were supposed to be part of the settlement arrangement she made with Tim Maher. There is also nothing in writing that would confirm this missing information, yet Laurie and Brian both want to benefit financially from this arrangement as though the missing information is irrelevant. However, by virtue of their license, that while they both know that this manipulation and deception approach is wrong and unethical, they both still insist on wanting to benefit from it.
12. There is no evidence to support that Laurie made any effort to have a settlement arrangement that wasn’t rooted in manipulation and deception. Providing this evidence could possibly support an avenue to Brian’s

victimhood stance, but she has steadfastly refused to even consider this strategy.

13. I didn't know about the "disparagement" part of the arrangement until the word was used in court, therefore, I could not have authorized, consented or agreed to allowing this to happen. Laurie has provided no evidence that Tim had the discussion with me about including that or what it would mean, and I can't provide anything about it because it wasn't something Tim even mentioned to me.

a. However, this is something she and Tim colluded on and arranged between themselves before the hearing on June 12, 2023, so while she worked this out with Tim, she has provided no evidence about the nature of their conversation about it, and she has provided no evidence to show he discussed it with me and I agreed to it. If it is necessary for her case to justify her attempts to turn Brian into a victim, then she is intentionally withholding evidence. It's not enough for her to describe their conversations. There needs to be actual evidence that it happened and there needs to be actual evidence that I knew and consented to allowing Brian to claim being a victim and allow him to read statements Tim wrote for him as a reward for giving Brian a way out of having to take responsibility for his conduct.

The Crux of the Situation

1. Both Brian and Laurie have gone to great lengths to create distractions to cover up the lack of evidence to support their claims and they want to be financially rewarded for using a strategy that is rooted in manipulation and deception. They have provided no evidence to justify why this strategy is necessary and appropriate. Their license requires ethics and integrity, but it is difficult to determine where this shows up in the court proceedings when there are so many claims by them that aren't supported with evidence.
2. Brian has had more than enough time to show he was qualified to take a housing case, and neither he or Laurie have been willing or able to provide that information. Minnesota law says I have a right to an attorney who has competencies in the area of law in which I am seeking representation. By making him out to be a victim, Laurie is providing evidence of her own making that he took a case for which Brian wasn't qualified to take, but she doesn't want him to be held accountable for it. She also wants him to be rewarded for taking a case that his license tells him he shouldn't have taken in the first place.
3. Brian has had four years to provide evidence that I hired him to get me out of the lease, and he hasn't done it.
4. Brian and Laurie blame me for Brian's probation, while at the same time leaving out any mention of the other people he harmed. This is evidence of his own making to somehow justify the vindictive nature of this lawsuit. This also goes to Laurie's inappropriate approach to making Brian a victim, but what it does is

show her belief that Brian is not capable of being responsible for his own choices, which is something that the framework of his license requires.

5. Neither Brian or Laurie deny he has had inappropriate conduct with regards to handling my case, they just don't want Brian to be held accountable for it and they don't want me telling anyone about it. They also want the right to harm me for telling others about his conduct, but they have provided no evidence or justification for why this strategy is necessary or appropriate.
6. Laurie is not defending Brian, she is creating distractions so they don't have to call what they are doing wrong and so they can benefit financially from their conduct. A defense would include statements and evidence to support it about the law he applied when he was supposed to be representing me. Neither one has provided that. A defense would include evidence of the correspondence he had with my landlord to show he made an attempt to advocate for me. Laurie says by asking for that information, it makes Brian a victim and they both should be compensated for expecting him to function in a manner consistent with the requirements of his license.
7. Tim Maher wasn't truthful with court when he said he had my consent and authorization to enter into the settlement arrangement. Laurie knows this, but wants to benefit from it anyway.
8. Tim Maher tried to bully me into accepting the settlement arrangement that included him writing statements for Brian to read so he could be rewarded. Laurie helped to facilitate this manipulation and deception. There is no evidence to support a justification for why Tim had to write the statements or why Laurie felt

that manipulation and deception was the only option available to accomplish a settlement arrangement. Notice they never mention or provide evidence to show they tried a strategy that involved integrity and ethics. Providing this evidence would have given them a basis and justification for seeking financial compensation, but without this evidence, it only serves to support that the choices they made were their own.

9. Throughout both court cases, there are multiple instances where Brian and Laurie have not provided evidence to support their claims.
10. Throughout both court cases, there are multiple instances where Brian and Laurie have not been truthful with me, with the court and with OLPR. They don't deny it, but rather use a strategy of attacking whenever there is accountability for their conduct involved. They wouldn't need to spend so much time attacking if they actually had substantial evidence, so it is evidence of their own making that they didn't have a justification for their conduct.
11. Laurie failed Brian by not asking Tim for evidence that he had my authorization and consent to enter into the settlement arrangement, yet she wants me to pay her anyway.
12. Laurie failed Brian for not wanting the settlement arrangement to be in writing. This would have given them a basis for their attacks on me that I wasn't complying with the arrangement I didn't agree to. Because of her choice, the nature and all of the terms she wants to enforce can't be substantiated as they are also not included in the transcript of the court June 12, 2023 court hearing. Yet, she is refusing to change the terms and insisting on being compensated for

her time. The framework of her license says it is unethical to continue down this path, both in terms of her representation of Brian, but it also provides evidence of her own making that this lawsuit and how it has played out is nothing more than a vindictive vendetta against me for believing Brian is capable of something other than manipulative and deceptive conduct.

13. The court has already established that Brian had a fiduciary duty to me when he took my case and that he failed in this duty. Neither Laurie or Brian has provided any evidence or supporting documentation to prove he met this obligation, but they both insist that they should be rewarded for this. They are more than welcome to show evidence if it exists, but attacking me for wanting evidence is evidence of their own making that it doesn't exist. By virtue of their license, they know that attacking me to create a distraction so Brian can avoid being held accountable is an unethical strategy.

14. The law says "When the plaintiff in a lawsuit asks the court for money damages, the court generally must apply the Statute of Frauds and require a written contract." The court has established that the contract Brian had me sign for his representation contained vague terms and conditions and didn't accurately or completely identify the nature of our relationship. Neither Brian or Laurie have provided evidence that this wasn't intentional as a strategy for purposely taking my money for a case he had already determined the outcome before he even heard what I wanted.

15. The law says "With an oral contract, the parties have to rely on their memories. Likewise, the attorneys and judge must rely on the parties' testimony and

“reconstruct” the oral agreement.” This would require evidence to support the nature of the arrangement, as well, and neither Laurie or Brian have provided it. This would also require the court to take into consideration the multiple times both Laurie and Brian have said things they knew weren’t truthful when they said them. This includes, but is not limited to when they said it was my fault Brian was on probation, when I forced him to take cash for his retainer or his claim that I hired him to get me out of the lease. There is also no evidence that Tim was truthful with the court when he said he had my authorization and consent to enter into this arrangement. The transcript of the June 12, 2023 hearing doesn’t contain the complete details of what Laurie wants enforced, and it doesn’t show that either of them asked for everything Laurie wanted be a part of the court record, either. Therefore, the “evidence” isn’t there to support Laurie’s claim they are entitled to be rewarded for their conduct.

16. By not asking for a complete record of the settlement arrangement to be a part of the court record, Laurie failed in her duty to Brian and Tim failed in his duty to me, but Laurie wants her and Brian to be rewarded for it and Tim wants to blackmail me into going along with it. The evidence to support the appropriateness of this unethical strategy is missing in this. Evidence to support the justification for making this strategy an acceptable approach is also missing.

17. Laurie wants the court file to be sealed, but has provided no evidence for a justification for that. In sealing it, the court is rewarding him for manipulation, deception, unethical conduct, not being truthful with the court, me, or OLPR. There is no evidence of any conduct that supports rewarding him. He has shown

no remorse or given any indication that the harmful conduct will cease. In fact, they got the settlement arrangement through manipulation, deception and without taking responsibility for his own conduct.

18. The court established that there was enough grounds for there to be a trial on June 12, 2023 where Brian was to answer to charges of fraud. Laurie has not provided any evidence to refute that claim. Please note that her strategy has been to create distractions by using attacks, manipulation and deception so that Brian wouldn't be held accountable for his conduct. She has always been more than welcome to provide evidence to refute that claim, but since none exists, she chose a strategy that included manipulation and deception so that she and Brian could be financially rewarded for not having evidence to refute a claim of fraud.
19. I wouldn't have hired Brian had he been truthful with me from the start. After I did hire him, he had a duty of loyalty as well as an ethical obligation to be truthful with me, but has steadfastly provided no evidence to support this conduct. He attacks me, ignores me and doesn't advocate for me with my landlord, but does insist that he "represented" me by getting a "settlement agreement" with my landlord that doesn't reflect what I hired him for and doesn't even benefit me. If I want this to be called for what it is – wrong – Laurie and Brian both want to be paid for it, according to her version of the settlement arrangement she made with Tim because asking him to provide evidence somehow makes him a victim.

In Summary

The legal action could have been solved four years ago, had Brian made a choice to be truthful and ethical in his conduct. Instead, as my evidence as well as the evidence he and Laurie provide show, it didn't happen that way.

Instead of responding in a truthful, ethical manner as his license says is required in this relationship, he chose a strategy of attacking me for wanting him to be held accountable for purposely not being truthful with me. The lengths he and Laurie have gone to in order to not be held accountable or responsible for his conduct are impressive.

However, they have been using manipulation and deception to distract from the original manipulation and insist that none of it be called wrong or they will continue to attempt to financially harm me.

Evidence of Brian not willing or able to own his own conduct also shows up in the fact that in the settlement arrangement Laurie colluded with Tim to write the statements Brian was to read – statements he didn't mean, but intended to use so he could be rewarded with getting the court record sealed. Sealing the court records is another reward that allows him to pretend the harm he has done is acceptable.

It's essentially a form of blackmail. Brian didn't do the right thing in the first place. Laurie has provided no evidence to prove that he did, but if I don't agree they will find more schemes to financially harm me.

What Brian has done is wrong. The framework of his license supports that what he has done is wrong. What Laurie has done is wrong. The framework of her license supports that facilitating attacking me for no justification and not supported with evidence is wrong. Yet they both want to be rewarded for it. None of their attacks and distractions will change that, nor will their continued attacks make it the right thing for them to do.

Laurie's portrayal of Brian as a victim is wrong in that it simply is not true that he is not capable of taking responsibility for his own conduct. Her belief that he should not be held accountable for his conduct is wrong, as well. His license requires accountability and if what she is saying is true, then his license needs to go away because ethics and integrity are supposed to matter within the framework of the license.

The court already established that there were grounds to have a trial that included fraud. Laurie has not provided evidence to support that had no merit.

There are other ways and have been multiple opportunities for them to settle this in a more appropriate, ethical manner, but they have been unwilling to address without manipulation and deception.

If you were to take away all of the places for which they have attacked me without justification or evidence, what you are left with is Brian insisting he has a right to harm me, but not wanting to be held accountable for his conduct, and Laurie insisting he doesn't need evidence, but shouldn't be held to standards of conduct his license

requires because he's not capable of being anything other than a victim, even if the victimhood is of his own making.

Yet the amount of time and money they have spent and have caused me to spend, as well as the court resources just because Brian is not willing or able to be accountable for his conduct. It is reasonable to request they provide evidence to support their claims before rewarding them by sealing the records.

I recognize that this filing will likely inspire another round of attacks by Laurie and Brian, but attacks are also evidence of their own making that they don't have evidence to support their claim of Brian's victimhood. They are also welcome to provide evidence and a justification that supports good, sound reasoning for why Brian took my case in the first place. One more thing that would be very helpful is for both of them to declare why they feel not being truthful with me, the court and OLPR is an acceptable strategy that should be rewarded, and provide evidence for why the ethical conduct that is within the framework of their licenses can be justifiably set aside to create a distraction when evidence doesn't exist.

None of what they have done changes the facts surrounding where all of this started – Brian took a case for which he wasn't qualified to take, lied to me and attacked me for wanting that to be wrong. Laurie isn't being truthful in making him out to be a victim and she is wrong for wanting him to be rewarded for his conduct. Laurie is also wrong in her approach that I deserve to be harmed because Brian isn't capable of meeting the tenets

of his license and to require him to do that is detrimental to him. That actually makes a case of her own making for why his license should be removed, as him not being able to discern between right and wrong is not a justification for why I should just accept the inappropriateness of his conduct and allow him to be rewarded for it.

With Laurie's help, Brian has held fast to his choice to embrace manipulation and deception, rather than integrity, ethics and dignity that his license requires. Please remember that I am not the one who has said he is not capable of those values, but rather it's been Laurie saying that and each time she has presented Brian as a victim, she has been attesting to that.

Arguments and Authorities

Minnesota Rules for Professional Conduct

https://www.revisor.mn.gov/court_rules/pr/subtype/cond/id/1.1/

Rule 1.1 COMPETENCE

A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation.

Rule 3.3 CANDOR TOWARD THE TRIBUNAL

(a) A lawyer shall not knowingly:

(1) make a false statement of fact or law to a tribunal, or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer;

(2) fail to disclose to the tribunal legal authority in the controlling jurisdiction known to the lawyer to be directly adverse to the position of the client and not disclosed by opposing counsel; or

(3) offer evidence that the lawyer knows to be false. If a lawyer, the lawyer's client, or a witness called by the lawyer has offered material evidence and the lawyer comes to know of its falsity, the lawyer shall take reasonable remedial measures, including, if necessary, disclosure to the tribunal. A lawyer may refuse to offer evidence, other than the testimony of a defendant in a criminal matter, that the lawyer reasonably believes is false.

Rule 4.1 TRUTHFULNESS IN STATEMENTS TO OTHERS

In the course of representing a client a lawyer shall not knowingly make a false statement of fact or law.

Rule 8.4 MISCONDUCT

It is professional misconduct for a lawyer to:

- (a) violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;
- (b) commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects;
- (c) engage in conduct involving dishonesty, fraud, deceit, or misrepresentation;

336.3-307 NOTICE OF BREACH OF FIDUCIARY DUTY

Fiduciary duties arise by operation of law (i.e., when a statute says a particular relationship is a fiduciary one) or where one person (i.e., the agent) agrees to act for and on behalf of another (i.e., the principal) in a particular matter giving rise to a relationship of trust and confidence. The fiduciary duty is breached where the agent's personal interests and fiduciary duty conflict, where the fiduciary's duty conflicts with another fiduciary duty, or where the fiduciary profits from his position without the principal's express knowledge and consent.

An agent is subject to a duty to use reasonable efforts to give his principal information that is relevant to affairs entrusted to him and which, because the agent has notice, the principal would desire to have. Essentially, it is the agent's duty to prove that full disclosure was made to the principal.

Furthermore, a duty of loyalty exists which requires an agent to set aside his personal or conflicting interests and act solely in the best interest of the principal. Section 13 of the Restatement of Agency defines fiduciary as "a person who has a duty, created by his undertaking, to act primarily for the benefit of another in matters connected with his undertaking." This fiduciary duty has been more specifically examined and has been explained to mean that an agent:

In his dealings with the principal, he has the duty of full disclosure; in acting for the principal he must not prefer his own [or other's] interests, he cannot compete with the principal nor, without disclosure of his interest, sell his own property to the principal. In carrying out the directions of the principal, he has the duty of normal care.

MINNESOTA STATUTE OF FRAUDS

When the plaintiff in a lawsuit asks the court for money damages, the court generally must apply the Statute of Frauds and require a written contract. See, e.g., *Becker v. Fst Am. State Bank of Redwood Falls*, 420 N.W.2d 239, 241 (Minn. Ct. App. 1988)

The important terms (“material terms” such as price) must be agreed upon and there must be an exchange of “consideration” (money or promises).

With an oral contract, the parties have to rely on their memories. Likewise, the attorneys and judge must rely on the parties' testimony and “reconstruct” the oral agreement.

Conclusion and Prayer

For the foregoing reasons, I pray that the court provide a clarification and justification for why Laurie Cylkowski's and Brian VanMeveren's lack of evidence is considered to be irrelevant, allowing them to be financially rewarded for claims they can't otherwise support. Please also include an explanation for why their manipulation and deception warrants the court case sealed as another reward for unethical conduct.

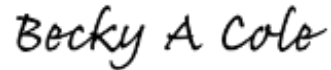
VERIFICATION

I sign the above motion under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

DATED this _7th_ day of January, 2024.
Sincerely,



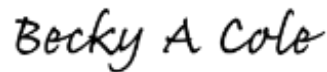
BECKY COLE
Mailing address: 19120 Freeport Street NW, #793
Elk River, MN 55330
outreachne@outlook.com



CERTIFICATE OF SERVICE

A copy of the above has been served on the below by U.S. Mail on this 7th day of January, 2024 on the below:

LAURIE CYLKOWSKI, ESQ.
CYLKOWSKI LAW OFFICE, P.A.
4590 SCOTT TRAIL, SUITE 210
EAGAN, MINNESOTA 55122
laurie@cylkowskilaw.com
Ph: 651-882-7808
Fax: 651-882-7806



Attorney for Plaintiff

From: Becky Cole <outreachne@outlook.com>
Sent: Monday, January 8, 2024 1:28 AM
To: olprcomplaintdocs@courts.state.mn.us
Cc: Becky Cole
Subject: Brian VanMeveren and Laurie Cylkowski
Attachments: 62-CV-22-418-Motion for Evidence.pdf

OLPR,

Please add the attached file to my complaints against Brian VanMeveren and Laurie Cylkowski.

For Brian:

We have already established that four years ago, he took my case and insisted I hired him to get me out of my lease. It wasn't true and there has been NOTHING from him or anything else to support that claim, but he still refused to move off of it and has spent the last two years attacking me out of his own belief that he shouldn't be held accountable for his conduct. He has steadfastly held that he doesn't feel lying to me is wrong.

Since that time, he has lied to me, lied to the court, and lied to you with multiple wild accusations and unsubstantiated claims in an attempt to retaliate for wanting him to be held accountable. I believe he is capable of better, but he and Laurie keep insisting that he is harmed by that belief and feel they deserve to be financially compensated for expecting him to function as a grown up. I wish to high heaven there was more behind it to justify their attacks on me, but there isn't.

Please note that he actually filed a motion that included how he finds it to be acceptable to file false claims in court because OLPR hasn't told him it's wrong to do so.

At what point do you stop making excuses for him and call what he has been doing wrong? You made excuses for him the first time he was on probation and he told you who he was by looking at naked pictures on his cell phone during a hearing with a minor.

Then you put him on probation again for what he did to me and other people, and he's still doing this shit while he's on probation.

He's not a victim. He and Laurie have both said they want the right to harm me and be rewarded financially if I tell anyone about it, and the only reason they keep attacking me is because I want him to be held accountable and he is doing whatever he can to not take ownership of his conduct. He doesn't deny what he did. He just doesn't want anyone to call it wrong.

How long does he get to do this? I get it that it is easy to dump on me, but what he is doing is wrong. At what point does integrity in your system matter? How many people does he get to harm before it's wrong enough? Please remember in his zeal to attack me and be rewarded for it, there are multiple instances where he hasn't been truthful with the court, either. It's not a defense, because this is shit he has initiated. The court records are full of instances where when he doesn't get his way, he comes up with more shit to try before you decide it's wrong or wrong enough to put a stop to it?

For Laurie:

Most of the shit in the last year and a half at least has been done with her blessing and the latest attempt at screwing with me was orchestrated by her – the settlement arrangement. Please note that I have offered multiple times to discuss an agreement that doesn't need to be so deeply rooted in manipulation and deception and she has refused to even consider it.

See the attached document for how much and how often they have used the court as their own personal playground to cause harm to me, and the lengths she is helping Brian go to so that he doesn't have to own his own behavior is breathtaking, but it's also wrong.

In four years he's had every opportunity to show evidence that he didn't purposely lie to me when he took my money, and he hasn't done that. Look how hard he has held onto the belief that he didn't do anything wrong, too.

Please stop rewarding him and remember that each time you make excuses for him to give him another chance, it's others you are enabling him to harm me and encouraging him to not respect the integrity of the court. He's had plenty of chances to do the right thing and look what he has done.

Laurie's belief that I deserve to be treated like crap and Brian is entitled to be rewarded if I don't let him treat me like crap is wrong.

What they are doing to me isn't a mistake or a fluke. Brian has been attacking me for the last four years – even when he was supposed to be representing me, and Laurie has been helping him for at least the last year and a half. They both acknowledge that their conduct is intentional, but neither one wants to call it wrong, even though there is no justification or even a reason that makes sense for it.

Becky A Cole
Mailing Address: 19120 Freeport St NW, #793
Elk River, MN 55330
612-567-3631

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Brian S. VanMeveren,
Plaintiff

Court File No.: 62-CV-22-418
Case Type: 14-Other Civil
Assigned: Patrick C. Diamond

DEFENDANT'S NOTICE OF
MOTION TO DISMISS PLAINTIFF'S
COUNTER MOTION
AND
COUNTER MOTION

V

Becky Cole,
Defendant

TO: LAURIE CYLKOWSKI, ATTORNEY FOR ABOVE-NAMED PLAINTIFF, 4590
SCOTT TRAIL, SUITE 210, EAGAN, MN 55122

PLEASE TAKE NOTICE that on September 20, 2023 at 11:00 AM or soon thereafter parties may be heard before the Honorable Patrick C. Diamond, Judge of Ramsey County District Court, via Remote Zoom hearing, meeting ID: 161 225 6014, passcode 686737, the defendant Becky A Cole, will move and hereby does move, the Court for an Order as follows:

MOTIONS

1. Deny Plaintiff's Counter Motion in its entirety.
2. Dismiss Plaintiffs request for attorney's fees and court costs.
3. Award \$30,000 to the Defendant for the Plaintiff's choice to use fear and intimidation to attempt to secure a favorable "settlement agreement" for himself and for refusing to provide evidence of the complete content of the terms of the "settlement agreement."
4. Order that the pleadings filed in relation to this matter, including exhibits, shall remain in a public record, until or unless the Plaintiff can show a compelling justification for why the file needs to be sealed and evidence that Ms. Cole approves of this reasoning.

5. Find that the "settlement agreement" Ms. Cylkowski wants to be upheld is not a valid agreement as Ms. Cylkowski has only provided conjecture and speculation, but no evidence of her own in writing or otherwise that Ms. Cole had knowledge of it or consented to it.
6. Require Ms. Cylkowski to provide evidence with Ms. Cole's signature on it that she had knowledge of and consented to the agreement she wants enforced.
7. Require Ms. Cylkowski to provide evidence in writing, including a signature by both Ms. Cole and Mr. Maher that specifically state the terms of the "settlement agreement" Ms. Cylkowski wants to be enforced.
8. Require Ms. Cylkowski to provide evidence that Ms. Cole knew of and knowingly consented to the terms of the "settlement agreement".
9. Require Ms. Cylkowski to provide a justification for why she refuses to put the terms of the "settlement agreement" in writing.
10. Require Mr. VanMeveren and Ms. Cylkowski to provide an explanation to Ms. Cole for how a secretive "settlement agreement" where the terms and conditions are withheld from her, benefits her.
11. Require the Plaintiff to justify why an "apology" he didn't write and doesn't embrace should count toward the meeting of the terms of a "settlement agreement" and not be construed as manipulative and deceptive.
12. Affirm that the Plaintiff has had multiple opportunities to provide truthful evidence to support his claims against Ms. Cole, and the court has found multiple instances where those claims have no merit or standing.
13. Find that Mr. VanMeveren's and Ms. Cylkowski's description of the Plaintiff as a "victim" in the proceeding is evidence of their belief that manipulative and deceptive practices should be construed as acceptable in place of honest, truthful evidence.
14. Find that the Plaintiff's accusation that the Defendant breached the terms of the parties' settlement agreement is without merit, unless the Plaintiff can show what the exact terms of the agreement were and that there are signatures by both parties on the agreement.
15. Find that the Plaintiff's purpose for filing claims that have no substance, truthfulness or merit to them is for the sole purpose of harassing the Defendant.

16. Find that the Plaintiff wrongfully used a strategy of intimidation when he threatened the Defendant with physical harm if she didn't comply with the "settlement agreement."
17. Find that Plaintiff's accusations that the Defendant's sole basis for filing for the harassment restraining order are without merit.
18. Find that the sole purpose for the Plaintiff to refuse to put the "settlement agreement" in writing is so that he and his attorney, Ms. Cylkowski, can continue to harm and disparage Ms. Cole and not be held accountable for it.
19. Affirm that by using distractions, the Plaintiff and his attorney, Ms. Cylkowski, are asking the court to find manipulation and deception to be acceptable to the court.
20. Affirm that, as indicated in their responses and by calling it "frivolous", both Mr. VanMeveren and Ms. Cylkowski are asking the court to find that threatening harm to Ms. Cole to be an acceptable practice.
21. Award any other relief deemed just and equitable.

This motion is based upon the Affidavit of Plaintiff, and all of the Court records and proceedings.

Acknowledgement

I hereby acknowledge that sanctions may be awarded pursuant to Minn. Stat 549.211, subd. 3, if the court determines that this document violates Minn. Stat. 549.211, subd. 2.

Dated: September 8, 2023



Becky A. Cole
Mailing address: 19120 Freeport St. NW #793
Elk River, MN 55330
Outreachne@outlook.com
612-567-3631



STATE OF MINNESOTA
DISTRICT COURT FOR THE 2nd JUDICIAL DISTRICT
RAMSEY COUNTY

JUDICIAL CORRESPONDENCE

Plaintiff,
BRIAN S. VAN MEVEREN,
v.

COURT FILE No.: 62-CV-22-418

BECKY COLE,
Defendant.

January 8, 2024

Judge Diamond,

Today I received an email from Joseph Ambronson. He is the investigator who has been assigned to my OLPR complaint against Brian VanMeveren.

In Brian's response, he says he can't provide the transcript for the June 12, 2023 hearing because you won't allow it. He could ask for your permission to give it to them, but he's not willing to do that.

So I am asking for permission to provide it to them. I can do it, or you can send it directly to Joseph yourself. His email address is:
Joseph.Ambroson@courts.state.mn.us.

Please allow them to have a copy of that transcript.

Your help is greatly appreciated.

Becky A Cole

Mailing address:
19120 Freeport St NW #793
Elk River, MN 55330
612-567-3631
Outreachne@outlook.com

STATE OF MINNESOTA
DISTRICT COURT FOR THE 2nd JUDICIAL DISTRICT
RAMSEY COUNTY

MOTION FOR CLARIFICATION

Plaintiff,
BRIAN S. VAN MEVEREN,
v.

COURT FILE No.: 62-CV-22-418

BECKY COLE,
Defendant.

This motion is to request a clarification from the court for the basis on which the court finds it appropriate to consider the role of Tim Maher's untruthfulness played in facilitating the "settlement agreement" with Brian VanMeveren as irrelevant.

On June 12, 2023, Tim Maher and Laurie Cylkowski presented in chambers to the court an arrangement for a "settlement agreement" between Becky Cole and Brian VanMeveren. Tim Maher was the council of record for Becky Cole, and Laurie Cylkowski is the attorney of record for Brian VanMeveren.

The whole arrangement of the "settlement" agreement was predicated on Becky viewed as being a willing participant in it. The court didn't require Tim to provide evidence of his own, Laurie hasn't provided it, and yet the court is rejecting her ability to show she wasn't.

A core part of the "settlement agreement" Tim Maher arranged with Laurie Cylkowski is based on the assumption that Tim Maher was truthful that he had the authorization and

consent of Becky Cole to enter into it. What this motion is seeking to address is a clarification on the court's justification for considering evidence that doesn't support this view to be irrelevant. I am looking for an explanation for why the court feels the role that Tim Maher's lack of truthfulness plays in this doesn't matter.

The evidence of this has already been submitted to the court through motions and responses to motions, as well as in hearings, but the court has not addressed the issue of Tim's lack of truthfulness and why it has found it acceptable to set that aside.

1) Tim wasn't truthful to his client, Becky Cole. Examples include:

He uses the term "apology" with her in reference to the statements he was giving to Brian to read to meet the terms of the arrangement Tim made with Laurie Cylkowski, the opposing attorney. In the hearing on November 1, 2023, Brian stated he wasn't apologizing.

The court has an email from Tim (and Laurie has it, too) where he acknowledges he doesn't tell me the statements he was offering to Brian to read, and as such has not addressed the issue of how I could have consented to something I wasn't informed of.

There is nothing from Tim to Becky that uses the word "disparagement" or tells of his plan to include the conciliation case in this arrangement, even though he is not the attorney of record for that separate case. There's nothing with Becky that talks about

sealing the records, either. However, Laurie has correspondence with him where he discusses these arrangements with her, but she's not providing that to the court.

Tim had a duty of loyalty to Becky, but the evidence of the end result of this arrangement evidence shows she doesn't benefit from the arrangement Tim made with Laurie. Therefore, he was not being truthful in his duty of loyalty.

The terms of it were not clearly and completely spelled out in the court hearing on June 12, 2023, and yet Becky is being punished for not following rules that seem to be continually evolving. The court has not provided an explanation of how this meets the requirements of a valid contract, while at the same time not requiring the attorneys to ensure it was a valid contract in the first place. But also note that Tim knew there were things missing from what the court read, and as my attorney didn't ask the court to make sure it was complete. He stood silent on telling the court he didn't tell Becky about the arrangements he made with Laurie about the terms and how it would play out.

2) Tim wasn't truthful to Laurie Cylkowski.

She has stated that she didn't ask for verification or validation that he had authorization to enter into the agreement. In any other situation, the lack of evidence would be considered to be conjecture. Yet, in this situation, the lack of evidence is being set aside as being irrelevant and without an explanation for why it doesn't matter that

there is no evidence to support that Tim had my consent or authorization for the arrangement he made with Laurie.

3) Tim wasn't truthful to the court.

He told the court he had Becky's authorization and consent to make the arrangements with Laurie, but the evidence doesn't support that. Laurie hasn't provided evidence that clearly states Becky approved and consented to what she and Tim arranged, either. In other situations, the court has ruled that without supporting evidence, it is conjecture, and conjecture is not evidence. However, in this situation, the lack of evidence is being set aside as not relevant.

4) Becky has raised the issue of a double-standard of conduct, but to-date the court has not been willing to address it.

The court has been forcing an arrangement on the assumption that the June 12, 2023 court hearing would have been a safe place for her to raise objections, but doesn't address the validity of that assumption from Becky's perspective. Also, given it didn't require Tim to provide evidence that he had her authorization and consent to do what he did, the "the only option there has to be is to view it as buyer's remorse" approach the court is taking could be valid, if there were evidence to support it, but the court has not provided evidence or a justification to show that she was a willing participant in the arrangements or how the arrangements were intended to play out.

On one hand, the court has held to what Tim and Laurie have arranged together, but rejects any attempt Becky has made to show she was not a willing party to their arrangements, while at the same not willing to offer a justification for the court's unwillingness to require Tim to show evidence that he had consent or authorization to enter into these arrangements in the first place.

Becky told the court she felt she was being bullied into the "settlement agreement", and it while that information was accepted, the court has not offered an explanation for why it is not relevant or matters.

The court has said that the statements Tim gave Brian to read don't have to be truthful because of the nature of what "disparagement" is about, which is fine, but where is the court in addressing Tim's role in providing those statements or allowing Becky to be put in a situation where insulting her would be an acceptable condition of meeting the terms of the arrangement he made with Laurie. I can appreciate it that it's not the court's job to decide the terms of an arrangement, but it is the court's job to ascertain the legitimacy of the arrangements by requiring there to be supporting evidence. Without evidence, it is conjecture and difficult to determine the basis for enforcing the arrangement. There is no evidence to support Tim informed Becky and that she supported being insulted so that Brian could conceal his record, yet Tim told the court I agreed to this. The court hasn't provided a justification for why Tim doesn't have to be truthful with the court, but I am held to having comply with what he said, even though

Court File Number: 62-CV-22418

State of Minnesota

District Court

County of: Ramsey	Judicial District: Second Judicial District Court File Number: 62-CV-22-418 Case Type: 14 Other Civil
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Brian S. VanMeveren_____
Plaintiff (First, Middle, Last)

**Responsive Notice of
Motion and Motion**

vs.

Becky A. Cole_____
Defendant (First, Middle, Last)

TO:

Brian VanMeveren
539 Bielenberg Drve Suite 200
Woodbury, MN 55125

Notice

I will ask the Court for an Order at a hearing as follows:

Date: July 7, 2022
Courthouse Address:
Telephone:

Time: 9:00 am
15 W. Kellogg Blvd, St. Paul, MN 55102
651-266-8253
Zoom is acceptable

NOTE: Please contact the court with your current phone number and mailing address in case they need to notify you of any location or date/time change.

MOTION

I am asking the court for an Order as follows:

1. X Denying the other party's request for:

Plaintiff's Interrogatories to Defendant
Plaintiff's Request for Documents to Defendant
Plaintiff's Request for Admissions to Defendant
2. Dismiss the case and prevent him from filing any more of this nature
3. Penalties and Sanctions against Mr. VanMeveren for filing a frivolous lawsuit
4. For any other relief the court feels is fair and equitable

Acknowledgment

By presenting this form to the court, I certify that to the best of my knowledge, information, and belief, the following statements are true. I understand that if a statement is not true, the court can order a penalty against me (such as to pay money to the other party, pay court costs, and/or other penalties).

1. The information I included in this form is based on facts and supported by existing law.
2. I am not presenting this form for any improper purpose. I am not using this form to:
 - a. Harass anyone;
 - b. Cause unnecessary delay in the case; or
 - c. Needlessly increase the cost of litigation.
3. No judicial officer has said I am a frivolous litigant.
4. There is no court order saying I cannot serve or file this form.
5. This form does not contain any "restricted identifiers" or confidential information as defined in Rule 11 of the General Rules of Practice (https://www.revisor.mn.gov/court_rules/gp/id/11/) or the Rules of Public Access to Records of the Judicial Branch (https://www.revisor.mn.gov/court_rules/rule/ra-toh/).
6. If I need to file "restricted identifiers," confidential information, or a confidential document, I will use Form 11.1 and/or Form 11.2, as required by Rule 11.

Dated: 06/21/2022

Signature

Becky A Cole

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