

10/24/2023

I have already filed a complaint about Tim Maher, and I would like to add this email to the complaint.

The first issue this addresses for me is about his truthfulness in what he actually told me about the "settlement agreement." Notice the thread of this email was initiated by Laurie Cylkowski, and remember that if there was actually something in writing, she would have had it already. Then look at how he is going in circles over answering the question.

If they were discussing it prior to the court date on June 12, 2023, she would be able to provide her own evidence for what he and she agreed to.

Please don't lose sight of the fact that if there was something in writing or other evidence of anything, I'd be more than happy to provide it on my own. Brian and Laurie have changed the rules of the "settlement agreement" more than once, and I'd love to have something I could point to bring them back on point, but I can't.

The irony is that Tim actually successfully argued that Brian's original contract with me was invalid because it was vague and the "meeting of the minds" component was missing. Yet, he is attempting to railroad me into a "settlement agreement" that is the same way. The judge confirmed this when he asked me if I knew what was going on and didn't read the full terms of the "agreement" into the court records. What, exactly, was I agreeing to when no one was willing to provide me with the details in the first place?

Tim is playing games with me again. Also, remember you already have an email from him where he played games with even telling me what he told Brian to say to me as part of the "apology" he facilitated Brian insulting me with.

None of this had to happen this way, and it's wrong that it did.

I was harmed and continue to be harmed because of his actions, and Brian is benefitting from it. That's even more wrong.

Thank you,

Becky A Cole

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

Elements Of A Contract

1. Offer - One of the parties made a promise to do or refrain from doing some specified action in the future.

From the way it was read to me in court, I was expected to refrain from “disparaging” Brian, but from how I understood what was said, Brian didn’t have this same expectation. However, nothing was explained of what this meant.

Brian filed in court that he was harmed by my complaint with the client security board and with OLPR, but those reports do not fall within the scope of “disparaging” because those are considered to be regulatory agencies.

Brian told the harassment court on 10/24/2023 that the judge prohibited me from talking to them. It’s not true that the judge said that, but it’s also not within the scope of “disparaging”.

Tim never explained to me what “disparaging” was or how it applied. I never heard the word until the judge said it in court.

2. Consideration - Something of value was promised in exchange for the specified action or nonaction. This can take the form of a significant expenditure of money or effort, a promise to perform some service, an agreement not to do something, or reliance on the promise. Consideration is the value that induces the parties to enter into the contract.

What I was getting was insulted with three statements Tim wrote for Brian to say that Brian didn’t have to mean and a check for an amount that wasn’t significantly different than what I had already been awarded in the conciliation case.

In exchange for insulting me, Brian gets to seal his record and pretend that all of the harm he has done to me never existed, while at the same time having free reign to drag me back in court any time he wants on a whim. Please don’t forget that he started the case against me with a claim of how I somehow “forced” him to take cash as part of his retainer.

3. Acceptance - The offer was accepted unambiguously. Acceptance may be expressed through words, deeds or performance as called for in the contract.

How is this arrangement “unambiguous”? There’s nothing in writing, and even when the judge read “it” into the record, he didn’t read it all and the details weren’t spelled out. There’s nothing in the court records that even mentions I was expected to stay after the hearing to have Brian insult me with the text Tim wrote for him.

They were to perform the insulting language after the court hearing, then they got it moved to a different time. They were going to send a check, and then they didn't. The start date of this changed at least twice, as well.

There's also nothing in whatever this agreement is that requires him to be truthful, so how do I benefit from that?

4. Mutuality - The contracting parties had “a meeting of the minds” regarding the agreement. This means the parties understood and agreed to the basic substance and terms of the contract.

There was no “meeting of the minds” with this agreement. There can't be when I didn't even know this was going to happen in the first place.

So, how exactly was it that I was benefitting from this? This arrangement that Tim made wasn't for me, but rather it was for Brian's benefit.

The other big thing that is wrong with this is that Tim was supposed to be MY attorney, but Brian benefits from this more than I do, and it doesn't recognize that I was the one who was harmed by Brian. Brian was never harmed by me.

This “settlement” agreement is also wrong in that Tim set aside the fact that we were supposed to be at a trial to let Brian answer for fraud.

From: Becky Cole
Sent: Wednesday, October 18, 2023 5:35 PM
To: Tim Maher
Cc: laurie@cylkowskilaw.com
Subject: RE: Exhibits for Evidentiary Hearing Nov. 1st-Court No: 62-CV-22-418

It doesn't change the fact that there is nothing in writing because if there were, Laurie would have had it at the court house and your "memory" of things wouldn't matter.

She's admitted she didn't ask for confirmation of your truthfulness when we were at the courthouse. Had she asked for evidence at that time, this could have been solved a long time ago.

Thank you for confirming you didn't give her anything to support her claim.

From: Tim Maher <TMaher@gamlaw.net>
Sent: Wednesday, October 18, 2023 5:15 PM
To: Becky Cole <outreachne@outlook.com>
Cc: laurie@cylkowskilaw.com
Subject: Re: Exhibits for Evidentiary Hearing Nov. 1st-Court No: 62-CV-22-418

I confirmed no such thing.

Sent from my iPhone

On Oct 18, 2023, at 5:02 PM, Becky Cole <outreachne@outlook.com> wrote:

You don't have to "remember" anything, if what you had was in writing.

Thank you for acknowledging there is nothing in writing that supports that I knew and gave consent to what you were doing to me with her. I have already submitted your email where I had to ask you what you told Brian to read as the three sentences and that was after the hearing.

Beyond that, you had an ethical obligation to ensure I was protected. Not having things in writing doesn't do that. Laurie also failed in her duty to Brian for not asking for evidence and confirmation, and look at where we are.

Laurie has submitted a great deal based on conjecture and innuendo without hard evidence, and very little of that has been supported by the court.

Thank you! for confirming there is no evidence to support that you told me about the agreement.

From: Tim Maher <TMaher@gamlaw.net>
Sent: Wednesday, October 18, 2023 4:46 PM
To: Becky Cole <outreachne@outlook.com>
Cc: laurie@cylkowskilaw.com
Subject: RE: Exhibits for Evidentiary Hearing Nov. 1st-Court No: 62-CV-22-418

You guys take it up with the Judge.

You may have already waived your privilege, and the Judge may not accept a limited waiver, where you can object to one question but not others.

And, I am not giving anyone any kind of commitment except to tell the Court exactly what I remember. If the Judge says that I can testify. And, if you don't waive privilege, he may not require anything from me.

Again, get a lawyer.

<image001.jpg>

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From: Becky Cole <outreachne@outlook.com>
Sent: Wednesday, October 18, 2023 3:46 PM
To: Tim Maher <TMaher@gamlaw.net>
Cc: laurie@cylkowskilaw.com
Subject: RE: Exhibits for Evidentiary Hearing Nov. 1st-Court No: 62-CV-22-418

Giving blanket permission is not in my best interest, especially given how you weren't truthful with me to begin with about the "settlement agreement."

There is a concept called "limited waiver" where I can agree to allow a specific subject to be discussed, but I am not allowing that without some kind of commitment from you, so that when/if you choose to not be truthful and pull in the bullshit happy dance as yet another distraction to avoid not providing evidence that you didn't tell me about the agreement before it was announced in court there is some kind of recourse for me with it.

Laurie and I agreed to moving things out to today. We can agree on the questions she is to ask you, as it is in both of our interests to have this cleared up once and for all, but I am sure that if she already had something better to go on, she'd be using it.

I'm not afraid of the truth. What I am sick of is the games.

Becky

From: Tim Maher <TMaher@gamlaw.net>
Sent: Wednesday, October 18, 2023 3:18 PM

To: Becky Cole <outreachne@outlook.com>

Cc: laura@cylkowskilaw.com

Subject: RE: Exhibits for Evidentiary Hearing Nov. 1st-Court No: 62-CV-22-418

Dear Becky,

You do not get to dictate the substance of my testimony.

The only question is: are you giving me permission to testify about our discussions.

Yes or no? (Like I said, consult with a lawyer regarding this if you need to.)

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From: Becky Cole <outreachne@outlook.com>

Sent: Wednesday, October 18, 2023 3:08 PM

To: Tim Maher <TMaher@gamlaw.net>

Cc: laura@cylkowskilaw.com; Becky Cole <outreachne@outlook.com>

Subject: RE: Exhibits for Evidentiary Hearing Nov. 1st-Court No: 62-CV-22-418

I want you to tell the judge that you did not have my authorization and consent to enter into the "settlement agreement". I want you to tell the judge that you did not mention the liquidation part or why you felt, given Brian's well-documented history of not being truthful, it was in my best interest to not put the agreement in writing.

I want you to tell the judge you did not tell me I was supposed to wait after court so Brian could shit on me with the statements you wrote, and didn't tell me what you were telling him to read.

I want you to tell the judge that at no time did you mention to me the conciliation case would be going away, especially when you were not the attorney of record for that. I want you to tell the judge why that was never mentioned to me before it was announced in court, given how when we met for the trial strategy session you acknowledged you weren't the attorney of record for that case.

I want you to tell the judge why you didn't require the judge to read the entire agreement into the court record.

I want you to tell the judge why you felt ambushing with an open ended, ill defined "settlement agreement" was in my best interest.

I want you to tell the judge where it was you and I actually had a discussion that getting shit on with a so-called apology that he didn't write or even have to mean would be good enough to seal the records. I want you to explain to the judge how/why allowing Brian to lie to me with the statements you wrote would be in my best interest.

I want you to tell the judge you didn't tell me that letting Brian shit on me was your version of a settlement agreement.

I want you to show clear, truthful evidence that you and I discussed that getting an apology you lied to me about would result in a "settlement agreement" that doesn't make sense.

I want you to tell the court where and when you told me "he wants to settle and here are the terms I am proposing to him". And when Laurie and you colluded on the sealing part, I want you to tell the court when/where you told me that would be part of it, and be truthful that it never happened.

We were there for a court hearing that involved fraud. I want you to tell the court why you didn't think putting things in writing to protect me and to have a means of holding him accountable was a good idea.

That's what I want.

Becky A Cole
Chief Capacity Builder
Problems become opportunities when the right people join together

From: [Tim Maher](#)
Sent: Wednesday, October 18, 2023 2:37 PM
To: OutReachNE@outlook.com
Cc: laura@cylkowskilaw.com
Subject: FW: Exhibits for Evidentiary Hearing Nov. 1st-Court No: 62-CV-22-418

Dear Ms. Cole,

It is my understanding that Ms. Cylkowski wants to call me to testify at the upcoming hearing.

It appears that you don't see a basis for confidentiality.

Are you waiving privilege on this so I can tell the Judge what happened?

Please feel free to speak to a lawyer before answering if you to.

I don't plan to tell the Judge anything that is privileged, unless the Judge determines that it has been waived.

But, if you are waiving the privilege, we don't have to bother with that.

<image001.jpg>

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From: Laurie Cylkowski <laurie@cylkowskilaw.com>
Sent: Wednesday, October 18, 2023 1:08 PM
To: Tim Maher <TMaher@gamlaw.net>
Subject: Fwd: Exhibits for Evidentiary Hearing Nov. 1st-Court No: 62-CV-22-418

FYI

Get [Outlook for iOS](#)

<image002.png>

From: Becky Cole <outreachne@outlook.com>
Sent: Wednesday, October 18, 2023 1:03:45 PM
To: Laurie Cylkowski <laurie@cylkowskilaw.com>
Cc: Lisa Carlson <lisacarlson@cylkowskilaw.com>; Becky Cole <outreachne@outlook.com>
Subject: RE: Exhibits for Evidentiary Hearing Nov. 1st-Court No: 62-CV-22-418

Here's the files the court has for the OLPR complaints I submitted for you, Brian and Tim.

Please remember that during our last hearing, the judge said he wanted to see what I was submitting to OLPR, but he didn't specifically name who the report had to be about and he didn't prohibit me from filing them.

All three of these have been accepted into the court records.

Also, please remember that I am allowed to file this with OLPR and any repercussions. Additional attacks or other things that are not truthful, useful or productive will only help my cause for the need for the restraining order.

I think it will be useful for all of us to have Tim have to tell OLPR what I have been saying and have been ignored on – that he has no evidence to support his claim that I knew what he was going to do and that he had my authorization to enter into the “settlement agreement.” I fully expect to get a bullshit happy dance from him, but even that will be helpful because it's evidence of no evidence. Also, please remember that his response can be/will be used for this case.

Also, I don't see a case for confidentiality as far as Tim is concerned, especially given his email with a veiled attempt at blackmail if I pursued getting the “settlement agreement” he made without my consent and authorization.

There's one file for your OLPR complaint, one for Tim's and two for Brian's. The second one is the documentation that is already in the court records with the conciliation case.

Thank you,

Becky

*Becky A. Cole
Chief Capacity Builder
Problems become opportunities when the right people join together*

From: Laurie Cylkowski <laurie@cylkowskilaw.com>
Sent: Wednesday, October 11, 2023 6:34 PM
To: Becky Cole <outreachne@outlook.com>

Cc: Lisa Carlson <lisacarlson@cylkowskilaw.com>

Subject: Re: Exhibits for Evidentiary Hearing Nov. 1st-Court No: 62-CV-22-418

Wednesday October 18th confirmed.

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<image002.png>

From: Becky Cole <outreachne@outlook.com>

Sent: Wednesday, October 11, 2023 6:26:02 PM

To: Laurie Cylkowski <laurie@cylkowskilaw.com>; Lisa Carlson <lisacarlson@cylkowskilaw.com>

Subject: Re: Exhibits for Evidentiary Hearing Nov. 1st-Court No: 62-CV-22-418

Next week Wednesday no later than 5:00 pm.

And they can be emailed instead of mailed.

Becky A Cole

<image002.png>

From: Laurie Cylkowski <laurie@cylkowskilaw.com>

Sent: Wednesday, October 11, 2023 5:15:09 PM

To: Becky Cole <outreachne@outlook.com>; Lisa Carlson <lisacarlson@cylkowskilaw.com>

Subject: Re: Exhibits for Evidentiary Hearing Nov. 1st-Court No: 62-CV-22-418

Ms. Cole,

I'm proposing that any exhibits either of us intends to present at the upcoming hearing, shall be disclosed to the other party in advance of the hearing. This is typically required.

We can agree to the exchange tomorrow, which is two weeks before the hearing. I would alternately be agreeable to selecting another date but no later than next Wednesday. What date do you propose?

Laurie A. Cylkowski

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From: Becky Cole <outreachne@outlook.com>

Sent: Wednesday, October 11, 2023 11:46:25 AM

To: Lisa Carlson <lisacarlson@cylkowskilaw.com>

Cc: Laurie Cylkowski <laurie@cylkowskilaw.com>

Subject: RE: Exhibits for Evidentiary Hearing Nov. 1st-Court No: 62-CV-22-418

You need to be more specific about what you want shared.

A lot of the issues that have been created so far has been around supposedly agreeing to something and then making up the rules later.

Becky A Cole

Chief Capacity Builder
Problems become opportunities when the right people join together

From: [Lisa Carlson](#)
Sent: Wednesday, October 11, 2023 11:10 AM
To: OutReachNE@outlook.com
Cc: [Laurie Cylkowski](#)
Subject: Exhibits for Evidentiary Hearing Nov. 1st-Court No: 62-CV-22-418

Good morning Ms. Cole,

Tomorrow is the deadline for exhibits in the Evidentiary Hearing on November 1st.
Are you agreeable to sharing exhibits?

Sincerely,
Lisa A Carlson
Legal Assistant ***Please do not send confidential or financial documents by email***
CYLKOWSKI LAW OFFICE, P.A.
4590 Scott Trail
Suite 210
Eagan, MN 55122
651 882 7808
Fax: 651 882 7806
Email: laurie@cylkowskilaw.com

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