

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

JUDICIAL CORRESPONDENCE

Plaintiff,
BRIAN S. VANMEVEREN,
v.

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

BECKY COLE,
Defendant.

December 8, 2023

Judge Diamond,

Thank you for releasing the transcript of the June 12, 2023 hearing. Please note that a copy of this correspondence is also filed in my OLPR complaints against Tim Maher, Laurie Cylkowski and Brian VanMeveren.

The transcript, in what it does and does not say, supports my motion to vacate the settlement arrangement as it currently stands, as well as supports my claims that the arrangement between Mr. Maher and Ms. Cylkowski was made without my knowledge or consent. It's also evidence of the great deal of manipulation and deception that was involved in the implementation of the settlement arrangement.

There's nothing here that hasn't already been presented to the court. I am putting it in context with reference to the release of the June 12, 2023 transcript.

What Is In The Transcript – “Mutual Disparagement”

The court transcript says “**mutual** disparagement”, which means either side has the potential to break the arrangement made between Tim and Laurie.

The arrangement Tim made with Laurie was to require Brian to make statements to me that weren't truthful or that he didn't mean in exchange for all of the other benefits Brian would get from it. Setting aside the fact that Tim had no authorization to do this, making

statements that they know aren't truthful in order to benefit from it, meets the definition of disparaging. Manipulation is disparaging and Tim has not provided me or the court with evidence that Tim provided me with an explanation or justification why this even needed to be a part of any settlement arrangement. Tim has also not provided me or the court with evidence that I agreed to have Brian tell me things he didn't mean or weren't truthful to so Brian could benefit from it. I understand that the concept of "disparagement" doesn't require truthfulness, but it's the intent behind using this approach that is wrong and harmful to me.

Tim's information to me put it in the framework that Brian would "apologize" to me, and he never corrected that, although it is clear now that Tim was aware Brian never intended to apologize, but intentionally withheld that information from me in order to manipulate me into complying with this part of the arrangement he made with Laurie. The court has an email where Tim played games with even telling me what statements he gave to Brian to read. Brian had a choice to be truthful or even reject this as a condition of the arrangement, and he chose – with Laurie's consent and support- to insult me me, instead and then insist on being rewarded for this conduct by getting the court records sealed.

Therefore, if the terms of the arrangement are to be upheld, Brian violated this condition of the arrangement when he read the statements in the hallway after the court hearing. I understand that "disparagement" doesn't require truthfulness, but the purpose of these statements to begin with is manipulation, and that is disparaging.

All three of them insisting that this is what I agreed to is also disparaging because it is not truthful and they all want to benefit in some form for not being truthful. The trial was supposed to be about Brian and the fraud he did to me, yet forcing me to endure being lied to so Brian could benefit from it, is abusive to me. I can understand Laurie taking advantage of an opportunity that has been handed to her, but it still doesn't negate the fact that it was disparaging to me.

What Isn't In The Transcript – The Statements

The statements Tim arranged with Laurie to have Brian say to me are not part of the transcript. Therefore, I have no way to verify or validate that what Tim told the court was what he told me.

However, the court does have an email from Tim where he admits that the language he told Brian to say wasn't what he had discussed with me. The court also has an admission from Laurie that she didn't ask Tim to verify or validate in any way that he had my authorization and consent to use these or any statements as a term of the settlement arrangement. If she has something that comes from me – not just Tim's conjecture – then let her provide it. I can't do it because it doesn't exist.

What also isn't part of any record or documentation I have is why Tim felt having Brian lie to me was important to making this arrangement. As my attorney, he should have prevented me from being insulted and disparaged, rather than facilitate it. There is no

evidence that I knew, supported or consented to having Brian say things he didn't mean to me as a requirement of one of the terms of a settlement agreement.

What Isn't In the Transcript – The Requirement to Stay After Court to Hear the Statements

They all have insisted that I violated the arrangement by leaving immediately after the hearing because that is when they arranged to have Brian insult me with the statements he didn't mean and I didn't authorize. The court transcript doesn't mention the requirement to stay, as well as doesn't have a time frame in which the statements were to be done.

However, if this was important to the arrangement Tim and Laurie made with each other, it was up to them to ensure that the complete terms of their arrangements were part of the court record, and they didn't do it. Just as I was admonished by the court for not speaking up, it should be the same standard for them. If neither Tim or Laurie thought it was important to be a condition and a requirement, then they both abdicated their responsibilities by not ensuring it was part of the court record. It's not appropriate to hold me accountable for something no one told me about.

This would have been especially necessary, given the fact that none of the arrangement they made with each other was in writing with my signature on it.

What Isn't In The Transcript – The Complete Details of the Settlement Arrangement

The complete details of the settlement arrangement Tim made with Laurie are not part of the court record. There is also no written evidence in the court record to support a claim that Tim had my authorization and consent to enter into this arrangement.

For example, the transcript says that Laurie would issue a check for \$5,000 within a specified time, but the information provided doesn't make issuing the check contingent on any other part of the arrangement being completed. Tim has provided no evidence that that check was ever written. If she hasn't issued the check, then the settlement arrangement is not complete according to the rules she established and documented in the court transcript. If she wanted something different, it needed to be entered into the court record, otherwise contract law requires that both parties must agree to any modifications and there is no evidence of any request to change the rules after they were initially established.

Yet, at the same time when Brian read the statements he didn't mean to Tim in the hallway after the hearing, Laurie wanted that to count as meeting the terms of the arrangement she made with Tim. And then they changed their minds about whether or not it qualified, as well as changed the dates and locations. However, as the court transcript shows, there is nothing there about modifying the terms. There is also nothing in the court transcript that is specific about how the terms would be implemented. Please don't lose sight of the fact that the purpose of this meeting was so that Brian could insult me with statements he didn't mean and Tim provided for him so that he could be rewarded by having the court records sealed.

The terms and the content of the arrangement are vague, but somehow require me to be punished for attempting to defend against it. There is no evidence that I knowingly agreed and consented to this kind of arrangement, especially when none of it is in writing.

What Isn't In The Transcript – A Request From Either Laurie or Tim to Enter the Full Settlement Arrangements Into the Record

The transcript of the June 12, 2023 hearing leaves out several of the details of the settlement arrangement Tim made with Laurie. What is also missing in the transcript is a request from either of them to include the rest of the information.

Why that is a problem is because it contributes to what makes for an unfair situation for me. There is nothing in writing, so I have no frame of reference. Tim didn't tell me he was planning to do the settlement arrangement, and there is no record that I can access in the court records for what exactly was the full terms of the arrangement they made.

Yet, while Laurie knows information was missing, she wants me held accountable as though I had full knowledge and consented to the arrangement so that Brian can benefit from the arrangement. There is no evidence to support that Tim gave me a chance to make a fully informed choice in the matter, but there is evidence of his attempt to intimidate me into accepting an arrangement that far more benefits Brian than it does me. Then there is the court not telling me about the details of the arrangement or even requiring there to be an accurate representation of what the

arrangement was supposed to be, while at the same time allowing the rules to change after the hearing was done.

Then there is Brian not saying anything because the way this apparently works is that if I stand up for myself, it translates into money for him and Laurie. There is no evidence that Tim informed me about this being part of the arrangement he made with Laurie.

Tim did not have my authorization or consent to put me into this situation, and there is no evidence that I knowingly agreed to be harmed in this manner. At best, Tim and Laurie have conjecture, but there is no evidence that I agreed to be put into this situation. It was Tim's job to protect me and to provide me with something from which I would benefit. I can agree that he might have done a lot of work, but it doesn't change the fact that Brian benefitted from his work far more than I did.

What Isn't In The Transcript – The Threat Brian Made to Me While Laurie and Tim Were In Chambers

Brian has insisted that the threat he made to me while we were at the courthouse would be recorded because he felt it was part of the hearing. It's not in the transcript, but it doesn't mean it didn't happen. In the information I have submitted, I have stated it happened while Laurie and Tim were having their meeting in chambers. As an attorney with the experience he claims to have, Brian also knows that court rules are no recording happens when the judge is not in the room. It's why he chose the time to do it.

What Isn't In The Court Records

- Evidence that Tim clearly showed me the complete terms of the arrangements he was making with Laurie and I agreed to it before the June 12th hearing.
- Evidence that Tim clearly said to me “you need to let Brian lie to you so we can reward him with sealing the court records” and I agreed to it.
- Evidence that Tim clearly told me that even though he wasn't the attorney of record for the conciliation case, he was going to make it part of the settlement arrangement and I agreed to it.
- Evidence that Tim was being truthful with the court when he said he had my consent and authorization to make this arrangement.
- Where “disparagement” even came from when the original suit Brian filed was defamation, and evidence for why Tim felt disparagement was appropriate.
- Evidence that Tim discussed “disparagement” with me as well as the implications of what that is and would mean. The first time I heard the word was in the court hearing.
- Evidence that Tim was truthful with the court when he said he had my consent and authorization to enter into this arrangement.
- Evidence that the arrangement Tim made with Laurie had any benefit to me.
- Evidence that Tim told the court he didn't tell me about the arrangement he made with Laurie to have me stay after the hearing so Brian could insult me with the statements he didn't mean as part of the conditions of the arrangement.
- Evidence that I agreed to have a settlement arrangement that wasn't in writing and had vague terms in it.
- Evidence that the court verified with Tim that he had the consent and authorization to enter into the settlement arrangement.
- The court hearing was to be for Brian answering to motions that included fraud. What's missing is the arrangements Tim made with Laurie that enabled him to choose to ignore this and agree to have Brian tell me statement that Brian didn't write or mean as a condition for pretending none of that ever happened. There is also no evidence for why it made sense for Tim to even include this in the settlement arrangement because I don't benefit from Brian being required to insult me with statements he doesn't mean and aren't truthful.

What Is In The Court Records

- Evidence that Tim has tried three times to keep me from rejecting this settlement arrangement, even though I don't benefit from it.
- Laurie insisting that I be punished for believing it is wrong to allow Brian to be rewarded for insulting me with statements he didn't write or even has to mean.
- Tim showing up as a witness for Brian in the latest hearing.

Resolution

Therefore, if the court chooses to uphold the settlement arrangement, then I ask that it recognize the harm was done to me first and I wasn't the one who was the first to break the arrangement. The mutual disparagement condition of the arrangement means I am entitled to financial compensation for the harm that was done to me as a result of the arrangement.

I also ask that the court hold both Tim and Laurie accountable for all of their efforts to enforce an arrangement that is rooted in manipulation and deception, and doesn't have evidence to support a justification for it.

I ask the court to restore the conciliation case as a separate case and restore the judgement that was awarded in that case.

Supporting Legal Basis

Minnesota Rules of Professional Conduct

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;

- Tim did this when he told the court either directly or indirectly through his conduct that he had my consent to enter into the settlement arrangement.
- Tim did this when he told the court I agreed to a settlement arrangement in lieu of a trial.
- Tim did this when he told the court I agreed to a settlement arrangement that was not in writing.

(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

- I wanted Tim to tell the court he did not tell me about the arrangements he made with Laurie to have me stay in the courthouse after the hearing so Brian could read the statements Tim wrote for him, but he refused to do it. His silence enabled Laurie to accuse me of not complying with the arrangement and he allowed it to happen.

(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.

- Tim knew it was false to represent the statements he wrote for Brian it to Laurie as something I approved and consented to.
- Tim knew it was false to allow the court to believe he told me I was supposed to stay after the hearing, when there is no evidence to support that he informed me of that arrangement he made with Laurie.

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.

Misrepresentation

[1] A lawyer is required to be truthful when dealing with others on a client's behalf, but generally has no affirmative duty to inform an opposing party of relevant facts. A misrepresentation can occur if the lawyer incorporates or affirms a statement of another person that the lawyer knows is false. Misrepresentations can also occur by partially true but misleading statements or omissions that are the equivalent of affirmative false statements.

- Tim wasn't truthful with Laurie when he said he had my consent to include the "disparagement" clause in the settlement arrangement.

Rule 8.4 Misconduct

It is professional misconduct for a lawyer to:

(c) engage in conduct involving dishonesty, fraud, deceit, or misrepresentation;

- There is no evidence that Tim informed me of his plan to do the settlement arrangement instead of a trial.
- There is no evidence that Tim discussed with me anything related to “disparagement” when the first time I heard that word was when it was announced in court.
- Tim made the settlement arrangement without my consent, and then attempted three times to intimidate me into accepting it even though I got no benefit from it.
- The week before the hearing, I met with Tim at his office for a trial strategy session. At no time during this meeting did he mention he had already had the settlement arrangement with Laurie already worked out and that he was planning to ask the court to dismiss the trial. However, at this meeting he did acknowledge he wasn’t the attorney of record for the conciliation case without saying anything about how he had already planned to give it away as part of the arrangement he had made with Laurie.
- On the morning of the hearing, we met before entering the court room. At no time during this meeting did he mention the word disparagement or that he was planning to do a settlement arrangement, let alone one that wasn’t in writing.

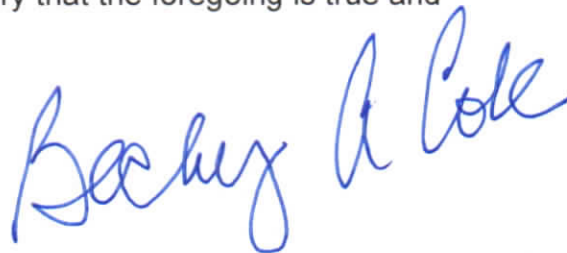
- When he left the court room to meet with the judge in chambers, he didn't tell me why he was leaving or why it was necessary to meet like that.
When he came back, apparently he would have had the option to delay the hearing for a time so he could discuss with me and get my final approval of whatever it was he discussed in secret, but it didn't happen.

VERIFICATION

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

DATED this _8th_ day of December, 2023.

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 8th day of December, 2023 on the below:

LAURIE CYLKOWSKI, ESQ.

CYLKOWSKI LAW OFFICE, P.A.

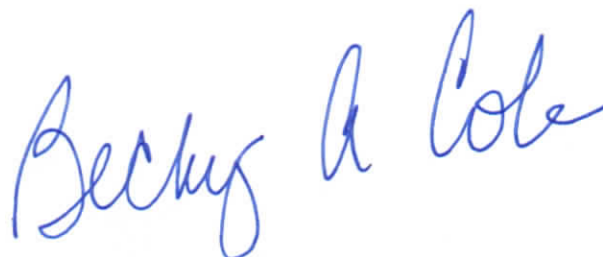
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Attorney for Plaintiff

From: Becky Cole <outreachne@outlook.com>
Sent: Friday, December 8, 2023 2:55 PM
To: olprcomplaintdocs@courts.state.mn.us
Cc: Becky Cole
Subject: Tim Maher, Laurie Cylkowski, Brian Vanmeveren
Attachments: December8CourtLetter-OLPR.pdf

Since they are intertwined in this ongoing mess, I would like to have the attached information be part of my complaints against Tim Maher, Laurie Cylkowski and Brian VanMeveren. The court has released the transcript of the hearing on June 12, 2023 and this is my response to the court. A copy of it has been mailed to Laurie.

All of this is already part of a court record, so I am not adding anything new information to this request.

Brian has been obsessed with causing harm to me for the past four years, and hasn't provided any evidence for the need for it or justification for why he is doing it to me. Please note his pattern of conduct:

In the conciliation case he insisted that I hired him to get out of the lease with my landlord, but provided no evidence of his own to support that claim and ignored my evidence to support he wasn't being truthful in that claim. He attacked me on a regular basis, but attacking is evidence of having no evidence. When it became clear he wasn't going to prevail, he chose to not show up at the hearing, and appealed the decision with a claim he didn't get a notice of the hearing. As an attorney, he is qualified to ask the court for information, but he chose to not do that.

Then he chose to initiate a defamation suit against me by stating he was irreparably harmed because I forced him to take cash for his retainer, but again, no supporting evidence or truthfulness, among so many other things that had no evidence or truthfulness to support it.

When that wasn't working out, it somehow morphed into attacking me with disparagement claims. Please remember that defamation requires truthfulness, disparagement doesn't. But there is still no justification for his obsession, as the information I have been using is his own words.

Laurie has not only been enabling Brian, but has been facilitating his obsession. She has had multiple opportunities to stop this in a more ethical and respectful manner, but she has chosen to enable his obsession. For example, she helped him to file a motion where he blames me for his probation. She also insisted that I be punished for not wanting him to insult me by reading statements he didn't write or mean so that he could be rewarded by having the court record sealed. Yet, while she told the court she acted in "good faith" rather than verify and validate that Tim actually had authorization to include that as part of the arrangement, she wants it implement as though there were evidence to support a claim that Tim was being truthful.

She sat in a court hearing claiming I disparaged Brian, but what she didn't say was that what he was reading to the court for the most part was his own words, and she also conveniently failed to mention that what she was reading was part of a court record where she and Brian have had multiple opportunities to provide truthful evidence to refute it. Please notice the theme in her logic – when there isn't evidence, attack to create a distraction and then insist that I be punished for them not having evidence.

She tried to prevent me from defending myself and filing a complaint with OLPR by claiming the judge prohibited it. That wasn't true. The judge didn't prohibit it. The judge only said he wanted to see what I was filing and I have complied with that.

And as I have said before, there has always been the opportunity to have a settlement agreement that isn't rooted in so much manipulation and deception, but she has made the choice to not explore that option.

I honestly don't understand why they are so obsessed with harming me or why they have dragged it out this long, but I also am aware that with all of the methods they have tried so far, they are looking for their next one. Please remember that the current lawsuit we are in was initiated by Brian and it started with a claim that wasn't truthful and the evidence he provided didn't support his claim.

Somehow it makes sense to them to attack me and then be upset that I don't want to be treated like crap, so they continue to treat me like crap instead of doing the grown up thing – stop the crap in the first place. Their logic in thinking this is an appropriate strategy isn't rooted in ethical conduct, and even more so when what they are doing is so unnecessary and inappropriate.

Please note that neither of them have offered an explanation, let alone a justification for why they have found it necessary to continue this in the manner in which they are doing it.

They shouldn't have the ability to purposefully and intentionally harm and not be held accountable for it, especially when it is so unnecessary to do what they are doing to me.

Tim Maher made a settlement arrangement with Laurie that is rooted in a great deal of manipulation, deception and lack of truthfulness, and what he did was wrong. He was wrong to lie to me. He was wrong to lie to the court. He was wrong to have Brian insult me and then reward him for it. He was wrong to try to blackmail me into not contesting the settlement arrangement he made without my authorization or consent. He was wrong for not insisting the arrangement be in writing and he was wrong for not requiring me to sign off on it before he allowed it to be announced in court. He was also wrong for not requiring the full content of the arrangement to be entered into the court record so there could be some kind of documentation for reference for it someone felt it was violated. He was wrong for misleading me into believing we were going to have a trial when he had already made arrangements with Laurie that there wouldn't be one. He was wrong for making a settlement arrangement that had no benefit for me.

Yet, Laurie also wants to benefit from this and no one wants to or is able to offer a justification why treating me like this is necessary. What is their end game or goal for doing this? And where is their evidence that I did anything but defend against the crap they have done?

If what they are doing is wrong enough that they want it sealed so no one else knows about it, then why am I not getting more of a benefit from it? If they feel what they are doing is right enough to continue to harm me, then where is the justification in wanting it sealed? They shouldn't have it both ways and somewhere in this should be a benefit for me.

Please stop don't allow excuses to be made for them. Their licenses require a standard of conduct, and they should be held to meeting that standard.

Becky A Cole

Mailing address: 19120 Freeport St NW, Elk River, MN 55330

Becky A Cole

Chief Capacity Builder

Problems become opportunities when the right people join together.