

LAURENT J. LA BRIE, II	*	IN THE
PLAINTIFF/PETITIONER	*	CIRCUIT COURT
VS.	*	FOR
AURELIA D. LABRIE	*	BALTIMORE COUNTY
DEFENDANT/RESPONDENT	*	CASE NO: 03-C-14-013990

* * * * *

MOTION TO RECONSIDER MONETARY ASSESSMENT OF MARCH 3, 2022

Now comes Plaintiff, **LAURENT J. LA BRIE, II**, (hereinafter “Plaintiff”) pro se. who respectfully files this Motion to Reconsider based on Md. R. Civ. P. Cir. Ct. 2-535(b) “*On motion of any party filed at any time, the court may exercise revisory power and control over the judgment in case of fraud, mistake, or irregularity.*” In support thereof, the Plaintiff avers the following:

1. In this Motion, Plaintiff is going to use the characterization of “irregularity” because he believes that “fraud” and “mistake” have negative connotations that he doesn’t believe apply to Judge Truffer in this case. Plaintiff has no evidence that the irregularities were intentional.

2. After the hearing of April 29, 2021, His Honor issued an order on May 14, 2021 (Enclosure A) (hereinafter, referred to as “the 2021 Consent Order”) which stated in paragraph 6c, “*the court shall issue a separate order providing additional security for the prompt and safe return of the minor children from any international travel.*” (That order is hereinafter referred to as “the Lien Order”).)

3. A hearing was held on December 14, 2021 to discuss child custody due to Plaintiff’s move to New Hampshire. A supplemental Custody and Support Order was entered on March 4, 2022 based on that hearing.

4. A hearing was held on March 3, 2022 to discuss, among other things, payment of legal fees during the period August 2021 to March 2022. Honorable Judge Keith Truffer presided.

5. The Lien Order was not produced by June 2, 2022, on which day Plaintiff wrote a letter to Judge Jakubowski requesting her intervention.

6. This Honorable Court appointed a Special Master to draft the Lien Order on June 9, 2022.

7. A Supplemental Custody Order – Lien Securing Travel (the Lien Order) was entered on July 1, 2022

8. Plaintiff filed a Request for Recusal of Judge Keith Truffer on October 20, 2022.

9. Defendant filed a Defendant Query Regarding Hearing of March 3, 2022 and Regarding Plaintiff's Petition for Recusal dated October 21, 2022 where she requested that the Court produce the Order from the hearing of March 3, 2022 and reported that the Plaintiff had not made any payments without an Order. Plaintiff was awaiting the order before filing the present Motion and he would need the Court to produce a written order to present to his creditors in order to renegotiate debt repayments, since he and the children are living paycheck to paycheck in order to avail the children of the opportunities they want and deserve.

10. Defendant also asked the Court, "please provide me appropriate court notification requiring my appearance" [for the hearing scheduled for December 14, 2022.] Plaintiff realized at that time that Defendant hadn't been properly served the Show Cause Order. He apologizes for his misinterpretation of the Show Cause Order. Defendant has since accepted service.

IRREGULARITY #1: DELAY IN LIEN ORDER

11. The Constitution of the State of Maryland, Part III, SEC. 23. says,

"The Judges of the respective Circuit Courts of this State shall render their decisions, in all cases argued before them, or submitted for their judgment, within two months after the same shall have been so argued or submitted."

12. The Lien Order was orally ruled from the bench on February 25, 2021, yet the Special Master wasn't appointed until June 9, 2022, over 15 (fifteen) months later. Three weeks after the Special Master was appointed, on July 1, 2022, the Order had been drafted and issued by Judge Truffer.

13. The Lien Order was of utmost concern for the Plaintiff and according to the BIA, a concern for the minor children. The Plaintiff had spent hundreds of thousands of dollars to safeguard them and calm their anxiety. Rather than being able to put this issue to rest, Plaintiff felt it would be re-adjudicated each time the Court was involved in the case. Meanwhile, the Defendant had nothing further at risk since the Court had ruled against her.

14. In fact, when the Court wrote its June 9, 2022 Opinion (Exhibit B), it stated:

"At the request of Mr. LaBrie and Mr. Alcarese, the Best Interest Attorney, the court has previously agreed to appoint a special master to draft a form of lien to be recorded on Mrs. LaBrie's Maryland real property. The lien will attach during the periods of time when she travels out of the country with the minor children. The lien is intended to act as an incentive to Mrs. LaBrie to return the children to the United States. The lien will be removed upon her return. Such a lien will be incorporated in an order supplementing the existing custody order and is based upon findings of fact made by the court in its February 25, 2021 oral opinion.

***Since it was initially discussed**, there has been considerable court activity in this case involving multiple hearings, orders and findings, including **a finding of contempt against Mr. LaBrie** for relocating the minor children from Maryland to New Hampshire, in direct violation of the court's Custody Order of May 14, 2021." (Emphasis added.)*

15. Clearly, the Court had been using "court activity" **after** the ruling to influence its production of an order reflecting said ruling. This substantiates Plaintiff's sense during those 15 months that he experiencing coercion (believed to be unintentional and unknowing) by the

Court into silence and acquiescence in the matters outlined below, including accepting the additional irregularities and the assessment of \$8,000.

IRREGULARITY #2: FINDING OF CONTEMPT

16. In the Hearing of December 14, 2021, the Court opined that the Plaintiff was in contempt for relocating the children to New Hampshire.

17. Defendant had never filed such an accusation. In fact, Paragraph 52 of Defendant's Amended Petition for Contempt (Exhibit C) describes the procedures outlined in the orders for the Parties to use to change their residences stating that he was required to report a change of his address to the Defendant. Then paragraph 55 states that he fulfilled that requirement.

18. Neither was Plaintiff allowed to speak after His Honor initialized such an accusation.

19. Although Plaintiff didn't relocate the children, neither did His Honor state where in the multiplicity of Orders such an action would be prohibited. Thus, the Plaintiff had no basis from which to produce a defense. As Plaintiff wrote in his Request for Recusal, (Exhibit D) which he incorporates into this Motion by reference, he outlined how everything he did followed the letter and spirit of every paragraph of the 4 custody orders from the bench. (Paragraph 17 of Exhibit D) It would be highly irregular for the Court to create a prohibition and to apply it retroactively.

20. In the hearing, His Honor correctly stated that removing the children from their school is prohibited and that there was no evidence that Plaintiff did this. Additionally, but unmentioned, there exists a prohibition from taking the children further than 60 miles from Reisterstown without notifying the other party. Plaintiff obeyed this provision, and Defendant registered no such complaint.

21. Plaintiff's Counsel called the contempt "a bone" the Court offered to placate the Defendant, and to preserve the decision for the children's sake. She told him to not object to this because the Lien Order was still pending. Taking away the offering for peace could anger

the bench and put the Lien Order at risk, so he indulged the Court.

22. At that time, Plaintiff believed that the Lien Order would be produced before the Court would hear argument for purging the contempt, at which time he would be permitted to present his defense.

23. Rather, three months later, the Court still hadn't produced the order by the March 3, 2022 hearing, so Plaintiff was still under coercion not to undermine the peace offering.

24. It never entered Plaintiff's mind that not only would he be paying that \$8,000 but also more legal fees to obtain the lien. Defendant filed an opposition to his letter on May 31, 2022, (Exhibit H) and later wrote that she wouldn't comply with the Special Master's Order, (Exhibit I) so Plaintiff had to pay an additional \$2,000 to be represented by Miriam Sievers. (Exhibit J)

25. If Part III, Sec. 23 had been followed, the Plaintiff could have objected to the charge of contempt, convinced the Court that the charge was without merit, or he could have preserved the peace offering and presented his case at the hearing against the assessment of the \$8,000 fee.

IRREGULARITY #3: NO EVIDENTIARY HEARING

26. On March 3, 2022, it had been 12 months after the Court's ruling without the Lien Order's production.

27. Plaintiff flew from his home in New Hampshire for the March 3rd hearing because during the previous Zoom hearing on BIA's fees, there had been no way to confer privately with his attorney. Additionally, he had told his attorney that he didn't approve of his lawyers discussing his case in chambers, so he spent vacation time and money to be at the hearing.

28. At the March 3 hearing, legal counsels for Plaintiff and Defendant met in Judge's chambers and His Honor heard testimony from the two counselors. Plaintiff was not permitted to hear or participate in the hearing. No witnesses were called and to his knowledge and no

evidence was produced.

29. The first session between the Judge and the attorneys lasted about an hour. When Plaintiff's attorney told him of the discussion that had occurred, Plaintiff asked her why she had engaged in conversation when he had told her not to. She said that when a judge makes an invitation to chambers, lawyers don't refuse it. Plaintiff was furious and realized that any effort to sway the judge's opinion once it was fixed would compromise the Lien Order.

30. After several hours discussing in chambers, Plaintiff was told by his attorney that the Court thought that \$8,000 was a fair and reasonable award for Defendant's legal expenses. (Exhibit E) Thus, Plaintiff was (surely unintentionally and unknowingly) coerced by the Court under duress to accept the proceedings and the assessment of \$8,000 in order to save what should have already legally been his.

31. In the hearing, the earnings of the Parties were misrepresented. The transcript presented by the Defendant (Exhibit F) states that the Court (more likely, it was Defendant's Attorney) stated, "Ms. LaBrie makes approximately \$2,000 a month. Mr. LaBrie makes approximately \$10,000 a month." In fact, an apples to apples comparison (since Mr. La Brie pays a mortgage and Ms. La Brie was given her \$400,000 house debt free by Mr. La Brie) of gross incomes would require adding the before-tax mortgage payment. (Mr. La Brie's is \$2,200 after taxes for a \$330,000 loan.) Ms. La Brie's equivalent salary would have been \$4,500 a month and Mr. La Brie's was actually \$9,300. (Enclosure G)

32. Defendant also had about \$35,000 in retirement assets five years ago, which has probably grown to \$50,000 or more. (Exhibit unavailable because she wouldn't release her records in Discovery as Plaintiff did.) So, almost half a million dollars in assets and a \$50,000 annual salary is enough to finance an \$8,000 financial obligation.

33. Then, the transcript shows that the Defendant's Attorney was allowed to present the ruling as if it were an agreement instead of the Court's assessment after hours of private

deliberation. It seems irregular to say that lawyers debating for hours in front of a judge who produces an assessment of \$8,000 is an agreement between parties. Nor would someone expect to the outcome to be different if an already biased judge has to spend more hours (with the Plaintiff funding both attorneys) hearing the case again. As shown in the transcript (Exhibit F p. 7), the Court did not ask the opinions of the parties. Yet, Plaintiff's hands were tied from objecting to these irregularities, also.

34. Plaintiff could not express the level of anger and injustice that he felt because of the gag that this violation of the State Constitution put on him.

IRREGULARITY #4: DEFENDANT'S ATTORNEY'S FEES

35. Defendant's contract with her Attorney was for \$100 an hour. (Exhibit K)

36. During discovery, Plaintiff asked for Mr. Nowak's bills and any updated contract with the Defendant to be presented.

37. No updated contract was presented. No bills were presented until just 7 days before the hearing on March 3, 2022. Plaintiff still had time to notice that, in violation of the contract, the hourly rate had been doubled retroactively, making his total bill \$16,000 instead of \$8,000. (Exhibit L)

38. In the closed doors hearing between the lawyers and judge, Plaintiff's Attorney asked about this discrepancy and Mr. Nowak reportedly gave the excuse that he had doubled the rate was because the Plaintiff had filed a complaint against Mr. Nowak with the Grievance Commission. Exhibit M shows one of the grievances Plaintiff filed regarding Mr. Nowak's disenrolling the girls from their tutoring school. Plaintiff had enrolled them so they would have something to fall back on when Mr. Nowak and the Defendant succeeded in disenrolling them from the BCPS school. Defendant later complained to the Court about their enrollment in this school. (Exhibit N) Had Mr. Nowak succeeded in removing the children from their schooling arrangement, the Parties would have been forced to break the custody order and be in

contempt. Furthermore, the children's education would have suffered another disruption.

39. Mr. Nowak reportedly told His Honor that the Commission found no misconduct. In fact, the Grievance Commission did not investigate the issue. (Exhibit O)

40. Mr. Nowak's raising his rates due to his recognizing an increased risk of liability implies that there was a potential finding of misconduct if the Grievance Commission were to investigate.

41. The Court used the \$16,000 figure and found Plaintiff liable for half of that, which is actually the full bill that the Defendant was under contract to pay him. Defendant didn't pay half her \$90,000 bill during the divorce, so it is unlikely she will pay the half not required by her contract or anything if she obtains the \$8,000.

42. By adding the grievance surcharge, the Court is placing a highly irregular financial punishment on the Plaintiff for requesting an ethical investigation of a fellow lawyer and is a way for Mr. Nowak (who earns much more than the Plaintiff) to receive financial compensation for his legal representation.

CONCLUSION

43. These irregularities are justification for reconsideration under Md. R. Civ. P. Cir. Ct. 2-535(b).

44. Now that Plaintiff no longer has the Lien ruling in jeopardy, he requests to have the legal fee assessment of \$8,000 heard by the Court.

45. It is unjust and not in the interest of the children to continue to turn to the Plaintiff to fund the Defendant's actions that have been adjudicated as not in the best interest of the children.

WHEREFORE, for all the foregoing reasons, Plaintiff requests that this Court

1. GRANT a hearing based on the merits;
2. GRANT such further relief as this Court deems appropriate.

Respectfully Submitted,



Laurent J. La Brie
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Sunapee, NH 03782
(914) 419-4253
ljlabbrie@gmail.com

Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on this 27th day of October, 2022, a copy of the foregoing Motion to Reconsider was sent via electronic mail (MDEC) to:

Aurelia La Brie
21 E. Cherry Hill Road
Reisterstown, MD 21136

Defendant

William Alcarese, Esquire
Alcarese Law, LLC
1301 York Road, Suite 200
Lutherville, Maryland 21093

Counsel for the Children



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Plaintiff

From Susan Bell <susan@scblawfirm.com> 

 Reply  Forward  Archive  Junk  Delete More  

To Laurent La Brie 

5/13/22, 17:20

Cc Susan Bell <susan@scblawfirm.com> 

Subject **RE: Motion for Counter-Motion**

Lary:

I hope that you are doing well. I have tried to call you several times but you have not answered or returned the calls.

As we talked about that day, the Court was not inclined to grant your fee request and was inclined to grant Aurelia's fee request. The Court thought that \$8,000 was a fair and reasonable amount, which was approximately 50% of her fees.

Have a good weekend!

From: Laurent J. La Brie [mailto:lj@liv-n-letliv.net]

Sent: Friday, May 13, 2022 3:24 PM

To: Susan Bell <susan@scblawfirm.com>

Subject: Re: Motion for Counter-Motion

Exh. 10

Susan,

Can you please clarify something? You told me in the 3/3 hearing that when you were in the back room, Nowak and you presented our cases in front of Judge Truffer, and at the end he said that I should pay \$8,000. You also said that you asked Judge Truffer about her paying my fees.

Both of these are true, right?

Lary