
LAURENT J. LA BRIE

Appellant

v.

AURELIA LA BRIE

Appellee

No. 424

September Term, 2023

Appeal from the Circuit Court for Baltimore County

(The Honorable Keith R. Truffer)

MOTION TO RECONSIDER OF APPELLANT LAURENT J. LA BRIE

Laurent J. La Brie
11 Northwest Lane
Sunapee, NH 03782

Appellant

INTRODUCTION

In this instant case, the system worked against the Appellant and sometimes intentionally and sometimes unintentionally protected a judge who used coercion to prevent Appellant from appealing the Judge's acts of injustice.

Firstly, an appeals attorney convinced the Appellant not to include in his Brief any discuss of the settlement and the coercion of the Court. Since the attorney specializes in appeals, she obviously knew of the cases cited in the Court's Opinion when she misdirected the Appellant and destroyed his case. (Fortunately, the Appellant didn't pay her the $20,000 she estimated for her to represent him only to watch her assist the opposition.)

Secondly, the prevailing party in the Circuit Court has incentive to protect the wayward judge by hook or crook in order to preserve the ruling. The Appellee did not argue the issue of settlement in her brief except to give an untrue and unsupported claim that settlement occurred prior to the coercive session with the judge.

Thirdly, Maryland's *A Guide to Self-Representation* advised the Appellant "*A reply brief is an answer or response to the arguments raised in the appellee's brief.*" (p. 11 para. 10) Thus, since Appellee didn't make the argument in her brief that the settlement purged the contempt, the Appellant couldn't and wasn't inclined to argue the coercion issue in his reply. After all, like swatting a bee causes a hive to swarm, an ethics accusation toward a peer of judges in the Appellate Court would have introduced bias against the Appellant which would have cost him a victory that the appeals attorney assured the Appellant was virtually guaranteed.

Fourthly, the same Guide states, "*The brief should not be used to personally attack ... the judge who made the decision.*" (p. 11 para. 1). So, the Guide discouraged the Appellant from making the argument which the Appellate Court sought.

Therefore, the Appellant's only means to present his defense comes after the Appellate Court has already submitted its mandate. This Motion to Reconsider is a frank, no-holds-barred argument to convince the Appellate Court to reconsider the Opinion in light of the Circuit Court Judge's unscrupulous coercion of the Appellant to agree to the Circuit Court's financial assessment.

TIMELINESS OF THIS MOTION

> "*(1) Generally. Subject to subsections (b)(2), (3), and (4) of this Rule, unless the Court orders otherwise, the Clerk shall issue the mandate upon the expiration of 30 days after the filing of the Court's opinion or entry of the Court's order.*" Rule 8-606 - Mandate, Md. R. Rev. Ct. App. & Spec. App. 8-606

Maryland's *A Guide to Self-Representation* states

> *"Before the Court of Special Appeals issues the mandate or within 30 days after the filing of the Court's opinion (15 days in adoption, guardianship, child access, and child in need of assistance cases) — whichever is earlier — a party may file a motion requesting the Court to reconsider its opinion. The motion must contain specific reasons in support of the request."*

The Appellate Court filed its Opinion on November 16, 2023 (hereinafter "Opinion"). The instant Appeal does not concern "adoption, guardianship, child access or child in need of assistance". So, the Appellant understood he would have had 30 days to file this Motion to Reconsider. The Appellant respectfully requests that the Appellate Court permit this Motion, since it is being filed within those 30 days.

ARGUMENT

The Appellant respectfully requests that, in light of how the Guide misled the inexperienced Appellant, the Appellate Court reconsider its opinion and revise its mandate under Rule 8-605(b):

> (1) "*the Court's opinion or order did not address a material factual or legal matter raised in the lower court and argued by a party in its submission to the Court, and if not raised or argued, a brief statement as to why it was not raised or argued*"
> …
> (3) "*the court's opinion determined the outcome of the appeal on an issue not raised in the briefs or proceedings below*",
> …
> (6) "*whether and how the Court's opinion or order is in material conflict with a decision of the United States Supreme Court or the Appellate Court or a reported opinion of the Court of Special Appeals*",

The basis for the Appellant's request for reconsideration is that 1.) the Appellate Court erroneously concluded that the Appellant never informed the Circuit Court that he was coerced into accepting the Circuit Court's settlement offer, 2.) the Opinion was based on the issue of settlement, which was not raised in the briefs, and 3.) the cases of settlement upon which the Opinion was based were materially different than the instant case.

The Appellate Court stated in its Opinion, "*Here, Father does not contend that his consent to the March 2022 agreement was coerced or otherwise invalid*." (Opinion p. 7, para. 3)

Factually, the Appellant had been unduly coerced to settle by the Judge. The Judge did not ask the Appellant whether coercion had obligated him to settle since that very Judge coerced him. In his Motion to Reconsider, Appellant listed coercion and the denial of Plaintiff's rights under the Constitution of the State of Maryland as two of the

injustices which caused the $8,000 “settlement”.

The coercive tool (the proverbial “carrot”) used by the Judge was of the most potent type: the safety of the Appellant’s children. Thirteen months prior to the hearing, the Circuit Court promised a written order (the “Lien Order”) designed to safeguard the Appellant’s children from another absconding/abduction by their mother. The Constitution of the State of Maryland, Part III, SEC. 23 requires that decisions be rendered within 2 months, so the Court appeared to be using it to gain advantage.

> *“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.”*

The Order was intended to remove the anxiety of re-abduction that the Best Interest Attorney testified was felt by the minor children until fifteen months later when it was finally signed. Numerous times, the Appellant and his attorney (Susan Bell) reminded the judge of the task and the Appellant complained of the coercion in his Motion to Reconsider.

> *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.* (Exh. 6. (E.3869), para. 29)

And

> *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. (Exh. 2-4 (E.3865-3867) para. 11-15)

and

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. (Exh. 6 (E.3869) para. 30)

Case law indicates that settlements obtained by coercion and duress may be declared invalid. From Eckstein v. Eckstein 38 Md.App. 506,379 A.2d 757:

"*515 Any agreement, contract, or deed obtained by oppressing a person by threats regarding the safety or liberty of himself, or his property, or a member of his family so as to deprive him of the free exercise of his will and prevent the mutuality of assent required for a valid contract may be avoided on the ground of duress. See Balling v. Finch, 203 Cal. App. 2d 413, 21 Cal. Repts. 490 (1962); Lewis v. Fahn, 113 Cal. App. 2d 95, 247 P.2d 831 (1952); Annot. 5 A.L.R. 823 (1919)*

Nor must the acts or threats which constitute duress be unlawful in order to affect the validity of the agreement. Fowler v. Mumford, 48 Del. 282, 102 A.2d 535 (1954) stated:

"It is true that under the modern view, acts or threats cannot constitute duress unless they are wrongful; but an act may be wrongful though lawful. Acts that are wrongful in a moral sense, though not criminal or tortious or in violation of contractual duty, may also constitute duress under the doctrine sought to be invoked by the defendant." 102 A.2d at 538.

See Restatement of Contracts, § 492 (g).

In Bell, supra, Judge Thompson, quoting Link v. Link, 278 N.C. 181, 179 S.E.2d 697 (1971), pointed out the direction which the law of duress has taken in the more recent decisions:

"`The law with reference to duress has, however, undergone an evolution favorable to the victim of oppressive action or threats. The weight of modern

authority supports the rule, which we here adopt, that the act done or threatened may be wrongful even though not unlawful, per se; and that the threat to institute legal proceedings, criminal or civil, which might be justifiable, per se, becomes wrongful, within the meaning of this rule, if made with the corrupt intent to coerce a transaction grossly unfair to the victim and not related to the subject of such proceedings.' 179 S.E.2d at 705." 38 Md. App. at 17, 379 A.2d at 423.

In the instant case, the Circuit Court's delay in filing its ruling on the Lien Order until July 1, 2022 (more than 15 months after its ruling from the bench on February 25, 2021) was not only a violation of Maryland's Constitution Part III, SEC 23 but it also held the mental health of his children hostage to coerce the Appellant.

In order to establish duress, there must be a wrongful act which deprives an individual of the exercise of his free will. Central Bank v. Copeland, 18 Md. 305 (1862); Restatement (Second) of Contracts, §§ 316-318 (Tent. Draft No. 12, 1977); 13 Williston on Contracts, §§ 1606-1607 (3 ed. W. Jaeger ed. 1970). In Central Bank, supra, the Court stated the rule as follows:
"The element of obligation upon which a contract may be enforced springs primarily from the unrestrained mutual assent of the contracting parties, and where the assent of one to a contract is constrained and involuntary, he will not be held obligated or bound by it. A contract, the execution of which is induced by fraud, is void, and a stronger character cannot reasonably be assigned to one, the execution of which is obtained by duress. Artifice and force differ only as modes of obtaining the assent of a contracting party, and a contract to which one assents through imposition or overpowering intimidation, will be declared void, on an appeal to either a court of law or equity to enforce it. The question, whether one executes a contract or deed with a mind and will sufficiently free to make the act binding, is often difficult to determine, but for that purpose a court of equity, unrestrained by the more technical rules which govern courts of law in that respect, will consider all the circumstances from which rational inferences may be drawn, and will refuse its aid against one who, although apparently acting voluntarily, yet, in fact, appears to have executed a contract, with a mind so subdued by harshness, cruelty, extreme distress, or apprehensions short of legal duress, as to overpower and control the will." Id. at 317-18. (citations omitted).
The Restatement (Second) of Contracts, supra, § 318 (2), speaks of the circumstances under which a threat is improper and may amount to duress:
"A threat is improper if the resulting exchange is not on fair terms, and
(a) the threatened act would harm the recipient and would not significantly benefit the party making the threat, or
(b) the effectiveness of the threat in inducing the manifestation of assent is

> *significantly increased by prior unfair dealing by the party making the threat, or (c) what is threatened is otherwise a use of power for illegitimate ends."* Eckstein v. Eckstein, 38 Md. App. 506, 512-13 (Md. Ct. Spec. App. 1978)

In this instant case, a) the Judge received no benefit but he was harming the Appellant and his minor children through anxiety while the Appellant continues to pay for the minor childrens' therapy sessions (one of the children has been diagnosed with anxiety disorder), b) the Judge had been unfairly dealing with the Appellant using coercion for 12 months since the ruling from the bench, and c) ultimately used his power for illegitimate ends in depriving the Appellant of rights guaranteed to him by International Treaty and the Constitutions of the United States and Maryland.

> *In Bell, supra, we held that the relinquishment by a wife of her interest in jointly owned real estate worth $210,000 for approximately $45,000 in property and cash was not sufficient to make a settlement agreement between the husband and wife inequitable and unjust on its face. There, we distinguished the facts in Bell from Eaton v. Eaton,34 Md. App. 157, 366 A.2d 121 (1976), where we set aside an agreement in which the wife surrendered her interest in property worth a quarter million dollars for $4300.* Eckstein v. Eckstein, 38 Md. App. 506, 512 (Md. Ct. Spec. App. 1978)

Likewise, in this instant case, the Appellate Court has good reason to set aside a settlement with the judge for the Appellant to **pay** $8,000 for the "privilege" of relinquishing his basic rights under International Law and the US constitution and to acknowledging guilt based on a charge without merit. Accepting such a payment makes sense only if he were being coerced under duress.

The cases of settlement which formed the legal precedence of the Opinion were materially different than this case not only due to the coercion but also because the instant settlement was not reached independently but through a closed chamber hearing

between attorneys and the Judge. While off the Circuit Court record, the Judge was giving guidance to what "settlement" would be acceptable to him. (See Ms. Bell's e-mail to the Appellant Exh. 10 (E. 3902)) This made the Appellant understand that he was consenting to obey the Judge's ruling.

Additionally, at the very start of the 3-hour session in Judge's chambers, Ms. Bell testified to the Judge and opposing counsel that she didn't think any financial assessment was fair. The judge threatened the counsel that in no uncertain terms, he would be assessing a financial penalty. This also undermines the Circuit Court's contention that the settlement was between the Parties but rather between the Circuit Court and each party.[1] Despite that logic, the Circuit Court negated Ms. Bell's account of the conversation and since no records exist of the conversation held in secret, it is the word of Ms. Bell against that of Circuit Court, with the result that the Appellant suffers the consequences.

Appellant served in the military to protect the Constitutional and human rights of those serving in the Circuit Court. In return, that same entity coerced him to relinquish his rights of a fair trial, of knowledge of his accusations, of due process and of the opportunity to defend himself. Shameful conduct.

Before recording a confession of guilt (as Appellant unwittingly did in accepting the Court's settlement offer), a citizen of Maryland should be informed of the consequences. Citizens in the Appellant's new home state of New Hampshire sign the affidavit NHJB-2334-Se, reprinted below.

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[1] Unfortunately, a notarized affidavit from Ms. Bell to this affect wouldn't have been allowed in this Appeal because one had not been presented to the lower Court.

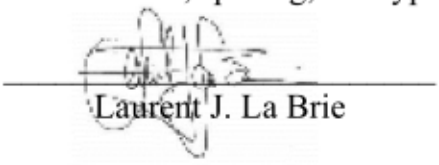
> *"I understand that by pleading GUILTY to the indictment or felony complaint I am giving up the following constitutional rights as to that crime. MY RIGHT to a speedy and public trial. MY RIGHT to a trial by Jury. MY RIGHT to see, hear, and question all witnesses. This gives me the opportunity and right to confront my accusers and cross-examine them myself or through my attorney. MY RIGHT to present evidence and call witnesses in my favor and to testify on my own behalf. MY RIGHT to remain silent if I choose, which is my right against self-incrimination, and the jury can draw no inference of guilt from my silence. MY RIGHT to have the Judge order into court all evidence and witnesses in my favor. MY RIGHT to have my lawyer continue to defend me, and to present all defenses that I may have. MY RIGHT not to be convicted except by proof beyond a reasonable doubt with respect to all elements of the charge, which have been explained to me by my attorney. MY RIGHT to have excluded from evidence any confessions or other evidence obtained in violation of my constitutional rights. MY RIGHT to appeal, if convicted. I GIVE UP ALL THE ABOVE RIGHTS OF MY OWN FREE WILL.* (Emphasis theirs)

Since the Appellant was provided the aforementioned information, he was unaware that he was consenting to his guilt until after he consented to the terms.

WHEREFORE, the Appellant requests that the honorable Appellate Court reconsider and revise its opinion.

CERTIFICATION OF WORD COUNT AND COMPLIANCE WITH RULE 8-112

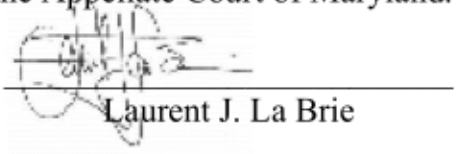
1. This Motion contains 3011 words, excluding the parts exempted from the word count by Rule 8-605(c).
2. This Motion complies with the font, spacing, and type size requirements stated in Rule 8-112.



Laurent J. La Brie

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this _12th_ day of December, 2023, the original and four copies of the foregoing Motion to Reconsider of Laurent J. La Brie, the Appellant, were mailed, postage pre-paid to the Appellate Court of Maryland.



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