

2008 WL 7410965 (Me.Super.) (Trial Filing)  
Superior Court of Maine.  
Lincoln County

Eileen DOYLE, Plaintiff,  
v.  
Edwin DUQUETTE and Anna Duquette, Defendants.

No. RE-06-044.  
February 19, 2008.

### **Plaintiff's Position Statement**

Denis Culley, Esq. Bar No. 9609, [Kate Debevoise](#), Esq. Bar No. 3582, Legal Services for the **Elderly**, Inc., Attorney for the Plaintiff, Eileen Doyle.

#### **Preface**

This matter is not a contractor vs. homeowner dispute. At the heart of this matter is the brazen financial exploitation of a vulnerable **elderly** woman by a husband and wife team. The husband has a long, multistate, criminal history, including convictions in Maine beginning in 1988 with possession of a firearm by a felon, theft by receiving stolen property in 1991, theft by receiving stolen property in 1992, theft by unauthorized taking or transfer in 1993, theft by receiving stolen property in 1994. Together with his wife, Anna, Edwin Duquette set up a scam contracting operation designed to transfer Eileen Doyle's property and assets to the Duquettes under the mask of a thin veneer of home repair/maintenance. Outrageously shoddy work, extreme overbilling, deception in inducement to transfer two parcels of land and over \$12,000 in cash were likely only the beginning of this scheme/scam. <sup>1</sup>

Plaintiff enters the alternative hearing process fully prepared to reach settlement or, alternatively, submit to the Court's judgment in this matter. Plaintiff is prepared - due to Plaintiff's age and infirmities, a desire to preserve resources and achieve finality - to make every reasonable effort to reach a mediated solution to this matter and resolve it - via a settlement price based on *both* Plaintiff's and Defendants' expert testimony regarding the quantum meruit value of the shoddy work done at Eileen Doyle's house and property. <sup>2</sup> Plaintiff's readiness to find a mediated or arbitrated way to resolve this matter should not be mistaken for confusion over the true nature of the events of the fall of 2006 and following. This case is about scamming a vulnerable **elder**, improvident transfer of title, gross **abuse** of a confidential and dependant relationship, fraud, unjust enrichment and violation of the Home Construction Contracts Act (Title [10 M.R.S.A. § 1486](#)).

#### **Background**

Eileen Doyle is an 83-year-old woman who lives alone in Waldoboro. According to her physician she has suffered from a rheumatic illness beginning in 2005 and was diagnosed with temporal arteritis in the fall of 2006. She was hospitalized repeatedly that fall. <sup>3</sup>

Edwin Duquette, together with his wife, Anna, seized on the opportunity that their **elderly** infirm neighbor, with significant assets, presented when she mistakenly called the Duquette home seeking Anna's ex husband's help in fixing a leaky roof. <sup>4</sup> Within months this couple had insinuated themselves into Eileen Doyle's daily life, where acting as agents, caregivers <sup>5</sup> and

quasi family, they had effectuated the transfer of \$12,385,73 and two parcels of Eileen Doyle's land - valued by the Town of Waldoboro at \$40,000 and valued by a realtor at \$65,000.00 and by a licensed appraiser at \$46,000.00 - to themselves.

The pretext for these transfers was home improvement and home maintenance work. An agreement was reached between the parties, without independent counsel for Plaintiff, that Plaintiff would transfer 1.8 acres of Plaintiff's land to Defendants in order to pay for the construction, labor and repairs that Defendant Edwin Duquette averred he would undertake. This agreement was entirely Defendants' idea and, Plaintiff submits, part of deliberate plan to scam Eileen Doyle.

Edwin's wife, Anna, drafted a deed herself (dated August 10, 2006) specifically delineating 3.67 acres of land (twice the amount the Defendants had originally convinced Plaintiff to transfer).<sup>6</sup> With assurances from her "friends" and caretakers, the Duquettes, Eileen Doyle signed that deed without reading it closely enough. Later, upon closer inspection Eileen Doyle realized that she had signed away more than twice as much land as she had been led to believe she was transferring. When Eileen realized what had happened she brought the discrepancy to the attention of the Duquettes. Thereupon the Duquettes drew up another deed (dated August 23, 2006) describing *a very specifically* different part of Eileen Doyle's land, (describing *another* 1.8 acres) and convinced Eileen Doyle that it was a replacement deed. Eileen Doyle signed that deed also believing it was a replacement deed. The Duquettes then recorded *both* deeds<sup>7</sup> and proceeded to enter into a purchase and sale agreement, dated December 15, 2007 that would transfer both properties to a friend Brian Cookson for \$29,000. In essence, they sought to "fence" both properties to a fellow felon<sup>8</sup> for over \$10,000.00 less than the town valuation and less than half of a realtor's estimation of market value.

Upon discovery by her family of what had been done to Eileen Doyle by her neighbors, the Duquettes, her nephew and agent pursuant to a power of attorney, Bryan Dorland, contacted Edwin Duquette and sought clarification and, at the minimum, receipts for labor, materials, etc. He has not, to the present moment, been supplied any credible documentation.

The Duquesttes' attempts to justify the transfer of two valuable pieces of land and over \$12,000 to them via the value of the work done is almost whimsical. They include an account of cleaning a 1,600 foot home for a total of 250 hours while Eileen Doyle's home was empty and she was in the hospital. They also include a bill for \$14,000 to replace 5.75 squares of roofing shingles, install two skylights and redo some flashing. The highest estimate that could be procured locally for the same work is \$4,501.25.<sup>9</sup> This estimate assumes every single board on the roof being replaced and charges the value of shingling at \$350.00 per square - significantly *higher* than Defendants' expert witness - Arthur Thompson - would have charged.<sup>10</sup> Nevertheless, Plaintiff's expert *and* Defendants' expert come up with a total value - for a job done well, by insured professionals (which the Duquettes are not) of significantly less than a third of the \$14,000.00 claimed by Defendants.

Discovery and interrogatories have revealed that Defendants have no receipts for materials or labor<sup>11</sup> and further that they claimed no expenses for materials or hired labor on their tax returns. Those same returns are rife with misstatements and incredible claims - including an averment that they drove 152 miles per day for business every single day of 2006 and that they paid \$15,000 for utilities, and \$4,656 of real estate taxes when their town tax bill shows they paid \$2,221.10.<sup>12</sup> Defendants also admit that they did not pay Workman's Compensation, procure insurance of any kind or declare any of their income from Eileen Doyle on their tax returns.

In short, discovery in this matter has only deepened and broadened the picture of grifting and classic financial exploitation of a vulnerable **elder** by opportunists who inserted themselves into her life. The pleadings in this matter - especially the Amended Complaint - lay out the facts and claims that are being actively litigated (including the Home Construction Contracts Act claim) such as improvident transfer of title, fraud, unjust enrichment and others.

The recent deposition of both experts at the office of Attorney Shadis on February 8, 2008 brought the brazenness of Defendants' continued assertion of good faith contracting into bold relief. Although the transcripts are not yet available, the Defendants' *own*

expert adopted virtually all construction cost figures put forth by Plaintiff's expert and, further, adopted - verbatim - Plaintiff's expert's assertion that the materials used in the cabin were "of poor quality" and that "the workmanship was substandard."

The entire case put-forth by Defendants depends on bald assertions of their righteousness and believability in the face of overwhelming contrary evidence. It is hoped that the court will focus on the credibility of the Defendants and the known facts regarding value (or lack thereof) in this matter as put forth by both parties' expert witnesses.

### **Procedural Posture**

This matter is before the Lincoln County Superior Court on the informal civil docket.

The original Complaint in this matter was filed on December 22, 2006. That same day an ex parte attachment of both parcels of real estate transferred to Defendants was approved, an order was entered and an attested copy of that order was recorded at the Lincoln County Registry. That same day a Temporary Restraining Order enjoining Defendants from "using, selling, encumbering, leasing or otherwise engaging in any acts of ownership or control" regarding the land transferred to them via the deeds of August 10th and August 26th of 2006 was entered. Less than one month later (January 17, 2007), by stipulation of the parties, an Order granting a preliminary injunction -- to the same effect as the TRO - was entered.

A scheduling Order, Order, April 9, 2007 (Wheeler, J.) was entered setting August 9, 2007 as the deadline for completion of ADR in this matter along with setting discovery and other deadlines.

An Order granting Plaintiff's opposed Motion to Amend her Complaint was signed on June 12, 2007. That Amended Complaint has been filed as has Defendant's Answer and Counterclaims along with Plaintiff's Reply to Counterclaims.

An Amended Scheduling Order was agreed to by the parties - under the direction of Justice Horton - at the December 8, 2007 motion hearing in this matter.

In chambers conference on December 18, 2007 and again by letters from counsel for both parties, the parties have agreed to have this matter heard, informally, as part of the alternative civil docket with the following outer parameters for remedy regarding the land and money transfers:

1. Remedies will range from (1) reconveyance of both parcels of land in dispute with Defendants being awarded net cash value of work performed with appropriate set off of money already paid to (2) Defendants retaining 1.8 acres (via a new, legally sufficient deed) and the award of any additional net cash value for work performed with appropriate set off of money already paid to Defendants.

No other agreement regarding procedure, attorney's fees, number of witnesses or contested issues have been reached by the parties.

### **Defendants' Liability**

Pursuant to the Improvident Transfer of Title Act and related claims the Plaintiff is seeking a return of all land and monies transferred to Defendants. Separately, Plaintiff is seeking damages pursuant to the Maine Home Construction Contracts Act, [10 M.R.S.A. § 1486 et seq.](#) Plaintiff also wishes to seek attorney's fees pursuant to that Act and the Unfair Trade Practices Act. These fees amount to \$1,073.11 at this moment. They have been carefully kept and separately calculated - for work on the Maine Contractor's Act charge only - at \$100.00 per hour.

Defendants' relationship with Plaintiff and the transfer - without counsel - of both real estate and money (with a total value well in excess of 10% of Plaintiff's estate), for less than value, at a time at which Eileen Doyle was infirm and disabled (including hospitalized) falls squarely within all of the elements of Improvident Transfer of Title.

Defendants emotional manipulation of a frail **elder**, including encouraging their child to call her "granny" and providing meals and arranging holiday celebrations together - all the while encouraging further transfers of money to themselves - supports **abuse** of a confidential relationship and fraud.

The shoddy work done (including unlicensed electrical and plumbing work) with substandard materials at extreme prices without a home construction contract supports unjust enrichment, breach of contract and violation of [Title 10 M.R.S.A. § 1486](#).

### **Plaintiffs Liability**

In their Answer to Plaintiff's Amended Complaint the Defendants have Counterclaimed in Contract, unjust enrichment, quantum meruit and defamation and are seeking punitive damages.

What might support a contract claim, unjust enrichment or quantum meruit is a mystery as Defendants have received somewhere between at least \$52,000.00 (based on Town of Waldoboro valuation for tax assessment purposes) and \$77,000.00 (based on market valuations) for work that they have never averred was worth more than a small fraction of the above at their most optimistic assessment of their own labors. The evidence clearly shows gross exploitation of Plaintiff as opposed to an unfulfilled contractual duty, unjust enrichment, etc., by Plaintiff. The Duquettes have failed to provide any factual basis for their defamation claim. In their own depositions on December 8, 2007, both Defendants asserted that they had no knowledge of Plaintiff asserting orally or in writing that either of them were "unfit to perform duties associated with [their] business ventures," as alleged in the counterclaim.

There is certainly no basis for an award of punitive damages, which would require a finding for the Defendant on some tort cause of action and a finding of malice. [Tuttle v. Raymond](#), 494 A.2d 1353 (Me. 1985).

### **Conclusion**

There is a great deal of documentary evidence and a clear paper trail showing Defendants' financial exploitation of Eileen Doyle. Testimonial evidence - including expert testimony (including *Defendants'* expert) - clearly support the narrative of brazen exploitation with a thin veneer of contracting overlaid.

As noted at the beginning of this statement, this is not a contractor vs. homeowner dispute. At this procedural window, however, for pragmatic reasons and in the interest of preserving everyone's resources, Plaintiff is prepared to make every reasonable effort to reach a mediated/arbitrated solution to this matter and resolve it - via a settlement price based on *both* Plaintiff's and Defendants' expert testimony regarding the quantum meruit value of the shoddy work done at Eileen Doyle's house and property. In the absence of argument, Plaintiff will submit to the judgment of the Court following the informal trial process.

Date: February 15, 2008

**Appendix not available.**

#### Footnotes

1 It should be noted that Edwin Duquette has posted all of Eileen Doyle's land with posted notices bearing his name.

- 2 All other counterclaims by Defendants are entirely spurious and/or undermined by their won answers in interrogatories or deposition.
- 3 During those hospitalizations - while quite ill - Eileen Doyle was prevailed upon by Defendants to transfer large sums of money to them. In total - in addition to the land transfers - Eileen Doyle transferred \$12,385.73 to Defendants as part of this home repair/home maintenance scam.
- 4 Anna Duquette's ex-husband, Paul E. Leach, had operated as a handy man/home repair person. Eileen Doyle was not aware that Anna had divorced Paul E. Leach and remarried Edwin Duquette.
- 5 The Defendants fed Plaintiff virtually every day from July 2006 through September 2006 by their won averment in "Letter of Anna Duquette" Plaintiff's Exhibit #1 at December 4, 2007 deposition of Edwin Duquette and by adoption of that letter in deposition of Edwin Duquette at page 52 lines 14 through 16.
- 6 The relevant deeds are attached to the Amended Complaint.
- 7 This fact was brought to the attention of Eileen Doyle and her family via a letter written *-sua sponte* - by the Town of Waldoboro assessor to Eileen due to his concern regarding these transfers.
- 8 Bryan Cookson's criminal history spans the years 1983 through 1999 in sixteen sentencing cycles including assault and repeated convictions for theft and burglary, along with trafficking in prison contraband during his extensive internments at Warren State Prison.
- 9 That is for work done by a seasoned, insured, professional, using employees who are trained and paid on the books.
- 10 It should be noted that at deposition on February 8, 2008, Arthur Thompson adopted all of Plaintiff's expert's figures for the roofing job.
- 11 They assert that they paid all of their help cash.
- 12 Those same tax returns also reveal that Edwin Duquette is "disable" and his interrogatories reveals that he receives government benefits for his disability as does his wife Anna.

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