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Vermont Superior Court
Orange Unit
23-CV-02848

STATE OF VERMONT

VERMONT SUPERIOR COURT Orange Unit	CIVIL DIVISION Docket No. 23-CV-02848

JOHN DURKEE, EXECUTOR OF THE)
ESTATE OF DECEDENT H. BLAISDELL, JR.,)
Plaintiff,)
)
v.)
)
TRINI BRASSARD, COURTNEY BRASSARD,)
BRIAN FALZO, DANIEL BRASSARD, AND)
BRASSARD SUGARWORKS AND MAPLE)
SUPPLY, LLC,)
Defendants.)

PLAINTIFF'S AMENDED COMPLAINT

NOW COMES Plaintiff, JOHN DURKEE, EXECUTOR OF THE ESTATE OF DECEDENT KENNETH H. BLAISDELL, JR., by and through his attorneys, PRIMMER PIPER EGGLESTON & CRAMER PC, and hereby COMPLAINS and ALLEGES against Defendants TRINI BRASSARD, COURTNEY BRASSARD, BRIAN FALZO, DANIEL BRASSARD, AND BRASSARD SUGARWORKS AND MAPLE SUPPLY, LLC. as follows.

Introduction

1. This is an action for conversion, trespass, breach of fiduciary duty, and other equitable remedies arising out of a multi-year effort by Defendants to convert assets owned by Plaintiff's Decedent, these efforts to convert assets continued after the death of Decedent qualifying as embezzlement. Plaintiff seeks an award of monetary damages sufficient to restore these losses to the Estate, so that the assets of the Estate can be distributed in accordance with the testamentary intent of Decedent. Plaintiff also seeks equitable remedies as set forth herein. As a result of the intentional acts of certain Defendants, Plaintiff also seeks an award of exemplary damages and attorneys' fees.

Parties

2. The Estate of Kenneth H. Blaisdell, Jr., is an estate opened in Vermont Superior Court Orange Probate Division, Docket No.: 21-PR-04895 ("the Estate"). The Executor of this Estate is Plaintiff John Durkee, who was appointed by the Orange Probate Division on December 3, 2021.
3. Plaintiff's Decedent Kenneth H. Blaisdell, Jr. ("Decedent") died on April 10, 2021.
4. Prior to his death, Decedent executed a Last Will and Testament.
5. Defendant Trini Brassard resides at 2305 Vermont Route 14 North in the town of East Randolph, within the County of Orange in the State of Vermont.
6. Defendant Courtney Brassard resides at 1330 Vermont Route 14 North, East Randolph, within the County of Orange in the State of Vermont.
7. Defendant Brian Falzo resides at 1330 Vermont Route 14 North, East Randolph, within the County of Orange in the State of Vermont.
8. Defendant Daniel Brassard resides at 849 Vermont Route 14 North, East Randolph, within the County of Orange in the State of Vermont.
9. Defendant Brassard Sugarworks and Maple Supply, LLC is a Vermont limited liability company with its principal place of business located at 6996 Vermont Route 66, East Randolph, within the County of Orange in the State of Vermont.
10. Defendant Daniel Brassard is the President, and Defendant Trini Brassard is the Registered Agent, of Defendant Brassard Sugarworks and Maple Supply, LLC.
11. Pursuant to 14 V.S.A. § 1401, Plaintiff John Durkee, as Executor of the Estate of Kenneth H. Blaisdell, Jr., is empowered to commence and prosecute, in the right of the Decedent, actions that survive to the Executor and are necessary for the recovery and

protection of the property or rights of the Decedent.

Venue and Jurisdiction

12. At all times herein, the relevant acts occurred in Orange County, and involved property located in Orange County.

13. Venue is proper pursuant to 12 V.S.A. § 402.

Property

14. The Estate owns a parcel of land identified as Inventory Item Number Three, described as One Hundred Twenty-Seven and Two Tenths (127.2) acres with gravel pit. The Warranty Deed for this parcel is recorded at Book 123, Page 215 of the Randolph Town Records. Herein, this parcel shall be referred to as "Camp Pit."

15. The Estate owns a parcel of land identified as Inventory Item Number Four, described as Thirty-Two and Three Tenths (32.3) acres with a sugarhouse. The SPAN for this parcel is 507-159-12569. Herein, this parcel shall be referred to as "Sugarhouse."

16. The Estate owns a parcel of land identified as Inventory Item Number Five, described as One Hundred Two and Nine Tenths (102.9) acres with two-acre mobile home site. The SPAN for this parcel is 507-159-12775. Herein, this parcel shall be referred to as "Thad Blaisdell's Parcel."

17. The Estate owns a parcel of land identified as Inventory Item Number Six, described as Sixty-Three and One Tenths (63.1) acres with no improvements. The Quit-Claim Deed for this parcel is recorded at Book 159, Page 121 of the Randolph Town Records. Herein, this parcel shall be referred to as "Sugarbush."

18. The Estate owns a parcel of land identified as Inventory Item Number Ten, described as One Hundred One and Seven Tenths (101.7) acres with gravel pit. The Warranty Deed

for this parcel is recorded at Book 54, Page 407 of the Randolph Land Records. This parcel was fraudulently transferred to Defendants Courtney Brassard and Brian Falzo by a Quit Claim Deed recorded at Book 213, Page 40 of the Randolph Land Records. Herein, this parcel shall be referred to as "Courtney's Gift."

Factual Background

19. Decedent Kenneth H. Blaisdell, Jr. was a successful farmer in East Randolph, Vermont until he suffered a stroke in 2013. On July 18, 2013, a few days after suffering a massive stroke, Decedent executed a General Power of Attorney granting Defendant Trini Brassard plenary authority to conduct his financial affairs, including durable powers during periods of disability as authorized by 14 V.S.A. § 3508 (hereafter, "the POA").
20. Defendant Trini Brassard lived with Decedent and cared for him.
21. Throughout the POA period, Defendant Trini Brassard engaged in a complex pattern of self-dealing, co-mingling of assets, and conflicts of interest. The foregoing acts greatly exceeded the authority granted to her by the POA instrument, and further violated her fiduciary duties as an agent as set forth in 14 V.S.A. § 3505.
22. Decedent's POA authorized Trini Brassard to act "in my name, place and stead, on my behalf, and ***for my use and benefit***." The POA did not explicitly permit Trini Brassard to gift away any asset held by Decedent. The POA did not explicitly permit Trini Brassard to compensate herself for her time serving as Decedent's agent.
23. Defendant Trini Brassard did gift away assets, compensate herself, and engage in various other acts of self-dealing. These actions ultimately harmed the Estate, and the Beneficiaries of the Estate.
24. Following Decedent's stroke, communications between Defendant Trini Brassard and her

brother, Thad Blaisdell, described the level of cognitive incapacity to include the need to hide medications, place locks and sensors on doors, and concerns over elopement.

25. Defendant Trini Brassard sent an email to Thad Blaisdell on April 28, 2014, less than a year into her POA duties, wherein she described Decedent's cognitive decline and safety concerns.
26. Decedent's cognitive disabilities included general disorientation, impaired memory, deficits in auditory processing, and lack of insight into his condition.
27. Defendant Trini Brassard was present at Dartmouth Hitchcock Medical Center with Decedent and received medical reports and other information from his provider about his cognitive disabilities.
28. As a result of his stroke and resultant cognitive disabilities, Decedent was not able to understand the consequences of his actions, including the execution of the POA, any issues relating to his estate plan, or the disposition of his assets.
29. As a result of his stroke and resultant cognitive disabilities, Decedent was unable to understand that Defendant Trini Brassard would have broad financial authority under the POA.
30. Defendant Trini Brassard knew and/or had reason to know of Decedent's cognitive disabilities.
31. Defendant Trini Brassard knew that Decedent had an estate planning attorney.
32. Nevertheless, Defendant Trini Brassard bought Decedent to a different attorney to draft the POA.

Defendant Trini Brassard's self-dealing as agent under the POA

33. Trini Brassard used Decedent's assets as a source of income; a resource to be used by

herself and her family; a security interest for her family's other businesses; and as a bank for purchases that she or her family wished to make.

34. When the Decedent died, he had Twenty-Four Thousand Twenty-Nine Dollars and 67/100 ($24,029.67) in the bank. The Executor was made aware of the Decedent's routine of keeping large sums of money in the bank and in his personal safe.

35. Plaintiff reached out to Decedent's accountant to ask if he knew anything about this routine. The accountant confirmed that Decedent routinely kept large sums of cash on hand.

36. After receiving this confirmation from the Decedent's accountant, Plaintiff began reviewing Decedent's checking and savings account activity from July, 2013 to Decedent's death on April 10, 2021.

37. At the time of Decedent's stroke in July 2013, he held One Hundred Ninety-Four Thousand Seventy-Two Dollars and 25/100 ($194,072.25) in liquid assets, which included two loans with cash values of Sixty-Three Thousand Nine Hundred One Dollar and 46/100 ($63,901.46).

38. Over the course of nine (9) years, while Defendant Trini Brassard was acting as Agent under the POA for the Decedent, the gross value of his liquid assets decreased by approximately One Hundred Seventy Thousand Dollars ($170,000.00).

39. At the same time, Defendants collectively received over Six Hundred Fifty Thousand Dollars ($650,000.00) through various POA transactions for the benefit of Defendants.

40. Upon information and belief, these transactions were concealed from other family members, especially the Estate's other main beneficiary, Thad Blaisdell.

Direct Compensation by Trini Brassard, POA to Defendant Trini Brassard

41. Between July 2013 and until Decedent's death, Defendant Trini Brassard, acting under the veil of the POA, wrote checks from the Decedent's personal checking account to herself. The total amount she converted totals approximately Twenty-Five Thousand Fifty-Four Dollars and 50/100 ($25,054.50).

42. Defendant Trini Brassard attested in an Affidavit filed in the Estate's probate proceedings that she never received any compensation for management services or caregiving while her father was alive. "At the time, there was no compensation for this care as my father did not have ***liquid assets available to pay for the care and to continue the agricultural operations and commercial gravel operations***."

43. Upon information and belief, that attestation was false, because, in addition to directly paying herself Twenty Five Thousand Fifty-Four Dollars and 50/100 ($25,054.50), on May 29, 2015, Defendant Trini Brassard ordered a wire transfer from Decedent's savings account to *Premium Title Service FBO Buyer, Trini Brassard* in an amount equal to Thirty-Two Thousand One Hundred Seventeen Dollars and 29/100 ($32,117.29).

44. Plaintiff asked Defendant Trini Brassard about this transaction, and she stated that it was a loan that was partially paid back on June 10, 2015. The amount of the payment, according to Defendant Trini Brassard, equaled Seventeen Thousand Nine Hundred Ninety-Three Dollars and 50/100 ($17,993.50).

45. Plaintiff spent several hours reviewing banking records and discovered that the June 10, 2015 repayment did not come from Defendant Trini Brassard, but rather, came from a customer of Decedent's farm for the purchase of hay. The check is from a third-party and the memo on this check reads, "2014 hay – 5141 bales". The check was made payable to Trini Brassard, but it was for hay produced on the Decedent's lands.

46. Defendant Trini Brassard also paid her personal debts with Decedent's funds. As of the date of this filing, Plaintiff has uncovered Forty-Five Thousand Seven Hundred Sixty-Three and 04/100 Dollars ($45,763.04) in payments made from Decedent's accounts for the benefit of Defendant Trini Brassard and her husband Jeff.

47. These payments were made to the Town of Randolph ($20,252.96); Capital One ($9,071.41); CW Gray ($4,770.00); and Champlain Valley Equipment ($11,668.67).

48. The foregoing statements contradict the attested "nothing" that Defendant Trini Brassard told the Orange County Probate Court she had received for caregiving and management of farm operations.

49. Defendant Trini Brassard also purchased a Polaris Razor ATV with Decedent's funds, $10,000.00 and listed herself and her husband as owners.

50. On April 2016, Defendant Trini Brassard wrote herself a check for $10,000.00.

51. On April 2017, Defendant Trini Brassard sold Decedent's New Holland Lx565 Skidsteer for $5,000. She kept half of the proceeds for herself.

52. On August 16, 2019, Defendant Trini Brassard sold Decedent's 1999 Timber Jack Skidder for $37,500.00. Defendant Trini Brassard kept $20,000 of the proceeds for herself.

Misuse of Decedent's crop income and farm assets

53. Plaintiff reviewed crop production, crop income, and crop production expenses. Plaintiff discovered that Defendants Trini Brassard, Brassard Construction, Inc., Courtney Brassard, and Daniel Brassard continued to operate Decedent's farm business while losing money, but personally enriching themselves.

54. These Defendants received free hay; free wood; free fuel; free use of equipment; free rent; free mobile homes; free land; gravel pit income to which they were not entitled; free use of a sugarbush for commercial endeavors; free use of a sugarhouse; free heating fuel; free electricity; property taxes paid on their behalf and to their benefit; and other such benefits.

55. The Estate's two main beneficiaries, Defendant Trini Brassard and Thad Blaisdell, discussed farm operations in the Spring, 2014. Thad Blaisdell suggested that the farm business should be leased to Keith Sprague, a local farmer who wanted to manage Decedent's hay fields and was willing to pay.

56. However, Defendant Trini Brassard, in an email to Thad Blaisdell dated April 28, 2014, argued that was not the correct decision and that the work performed by certain friends while Decedent was incapacitated did not cost the Decedent anything.

57. Defendant Trini Brassard's statement to Thad Blaisdell that this farm labor did not cost Decedent anything was false, and known to be false when Plaintiff Trini Brassard made it.

58. Defendant Daniel Brassard was routinely paid for his labor on the farm. The total amount paid as of April 28, 2014 was Fifteen Thousand Three Hundred Seventy-Five Dollars and 64/100 ($15,375.64). During the nine years that Defendant Trini Brassard operated Decedent's farm, she paid her son, Defendant Daniel Brassard, over Eighty Thousand Dollars ($80,000) from Decedent's personal checking account.

59. It is apparent from a review of the financial documentation that Decedent's hay and logging customers paid Trini Brassard and Daniel Brassard directly in some instances.

60. Upon information and belief, many payments were converted (stolen) by Defendants

Trini Brassard and Daniel Brassard.

61. Another example of the misuse of farm crops can be found in the way that logging operations were used to profit Defendants Trini Brassard and Daniel Brassard.

62. Both of these Defendants converted firewood from Decedent's farm for their own personal or business use, and none of the benefit flowed back to Decedent while he was still alive, or the Estate once Decedent had passed.

63. Plaintiff has uncovered missing firewood income beginning in 2015, when Defendant Trini Brassard directed a logging contractor to leave some firewood on site for her own use, with the stumpage invoice showing an Eight Thousand Twenty-Five Dollars ($8,025.00) reduction in the amount paid to Decedent.

64. Defendant Trini Brassard did the same thing in 2021: taking cords of wood without payment, and keeping firewood income for herself, after Decedent died, and after her authority under the POA expired.

65. As POA, Defendant Trini Brassard had a duty to manage Decedent's finances in a prudent reasonable manner.

66. Plaintiff has requested receipts, invoices, and other proof of this business operation, but was provided with few receipts, and zero invoices for hay sales from approximately 2013 through December 3, 2021.

67. Plaintiff could not reconcile the overall loss in estate value from the time that Defendant Trini Brassard began working as POA until the date Decedent died. As stated above, on the day that Decedent had his stroke, he had One Hundred Three Thousand Two Hundred Ninety Dollars and 84/100 ($103,290.84) in a savings account; Four Thousand Eight Hundred Seventy-Nine Dollars and 95/100 ($4,879.95) in a checking account; Twenty

Two Thousand Dollars ($22,000.00) in a Safety Deposit Box; and guaranteed income of Sixty-One Thousand Four Hundred One Dollars and 46/100 ($61,401.46) plus Two Thousand Five Hundred Dollars ($2,500.00) from two loans to local farmers for use of his land. Therefore, when Decedent suffered this massive stroke, his estate held One Hundred Ninety-Four Thousand Seventy-Two Dollars and 25/100 ($194,072.25) in liquid assets alone.

68. Plaintiff's opening Inventory balance for all liquid assets was Twenty-Four Thousand Twenty-Nine Dollars and 67/100 ($24,029.67). In nine years, approximately One Hundred Seventy Thousand Dollars ($170,000.00) had disappeared, even though Defendant Trini Brassard was managing the farm business.

69. A review of tax returns shows that the farm operations lost money every year that Defendant Trini Brassard managed the farm for Decedent.

70. Throughout 2014, Thad Blaisdell asked Defendant Trini Brassard about the hay operation, and as noted above, Defendant Trini Brassard made false statements to him.

71. In December, 2014, Thad Blaisdell asked Defendant Trini Brassard what Defendant Daniel Brassard was being paid, and for what tasks he was been paid for, to help Thad determine profitability of hay operations. Defendant Trini Brassard answered these questions January 1, 2015 via email and stated, "Danny was paid approximately $9400 in 2014. The revenue from hay made during 2014 should be approximately $47,700."

72. In response to this inquiry, Defendant Trini Brassard failed to mention that Defendant Brassard Construction, and Defendant Trini Brassard's husband Jeff Brassard were also getting paid for farm operation tasks, she herself was paying down credit card debt and property taxes, and farm commodities were being used without payment by the entire

Brassard family.

73. In 2021, zero dollars ($0.00) was deposited from the sale of hay.

74. Upon information and belief, Decedent's medical condition precluded him from returning to active farming; therefore, it was not in his best interest to continue operating an unprofitable business.

Brassard Family Transactions

75. Defendant Trini Brassard wrote checks, made gifts of real estate and personal property, and entered into land leases using her authority under the POA for the benefit of her children. Between 2013 and 2021, Defendant Daniel Brassard received over Eighty Thousand Dollars ($80,000.00) to produce hay. During this same time period, Defendant Daniel Brassard received free hay, free use of farm equipment for his own business endeavors, free use of farm fuel for his own business endeavors, and free use of a timber crop for his own business endeavors.

76. Defendant Trini Brassard used her authority under the POA to enter into a lease for the benefit of her son, Defendant Daniel Brassard. The lease permits Defendant Daniel Brassard to lease the Estate's land, "Thad's Parcel", for zero dollars ($0.00) rent for fifteen years.

77. In order to provide this lease to her son, Defendant Trini Brassard had to evict a paying tenant.

78. Plaintiff is not able to execute Decedent's testamentary intent as a result of Defendant Daniel Brassard's unauthorized possession of Thad's Parcel.

79. Defendant Trini Brassard used her authority as Agent under the POA to enter into a lease on November 28, 2015, with Defendant Brassard Sugarworks and Maple Supply, LLC to

use the Sugarbush and Sugarhouse owned by the Estate.

80. The terms of this lease are for zero dollars ($0.00) to tap trees and zero dollars ($0.00) to rent the Sugarbush and Sugarhouse for a term of twenty (20) years.

81. Defendant Trini Brassard permitted her son Defendant Daniel Brassard to secure a loan using real estate that belongs to Decedent. Defendant Trini Brassard, as POA for Decedent, executed loan documents which placed a mortgage on Decedent's "Camp Pit" parcel for the benefit of Defendant Brassard Self-Storage, LLC, the "Lender" who received financing equal to Five Hundred Thirty Thousand Dollars ($530,000.00) using Decedent's "Trini Brassards" parcel as security.

82. Defendant Daniel Brassard removed the mortgage deeds in the last few months.

83. Defendant Trini Brassard used her authority as Agent under the POA to give away land and liquid assets to her daughter, Courtney Brassard.

84. In 2014, Defendant Trini Brassard used Decedent's money to purchase a 2013 Commodore Astro mobile home for Defendant Courtney Brassard.

85. The purchase price was Thirty-Eight Thousand Dollars ($38,000.00), and the item was titled to Decedent and Courtney Brassard joint tenants with rights of survivorship. This ensured that Defendant Courtney Brassard would hold title in fee simple as soon as Decedent died.

86. Defendant Courtney Brassard was informed that this mobile home was transferred without authorization and is void, but Defendant Courtney Brassard refused to return the item to the Estate. In fact, Defendant Courtney Brassard sold this mobile home and kept the entire sale proceeds for herself. Upon information and belief, Defendant Courtney Brassard received $46,500 from the sale of this mobile home in 2023.

87. The largest gift to Defendant Courtney Brassard was a parcel of land with an active gravel pit. Defendant Courtney Brassard and Defendant Brian Falzo received title to this parcel in 2020. Defendant Trini Brassard improperly used her authority as Agent under the POA to transfer the 101.7-acre parcel with gravel pit owned by Decedent, herein "Courtney's Gift" to Defendant Courtney Brassard and Brian Falzo.

88. The transfer was through a Quit Claim Deed conveying 101.7 acres of Decedent's land to Defendants Courtney Brassard and Brian Falzo for no consideration. Upon information and belief, the Property Transfer Tax Return form states that the grand list value of this parcel is One Hundred Eighty-Three Thousand Dollars ($183,400), but the land was transferred for no consideration.

89. However, upon Decedent's death, Defendant Courtney Brassard and Brian Falzo became the owners of the land, hayfields, and gravel pit, all conveyed to them by Defendant Trini Brassard without any consideration.

90. This deceptive transfer of property was done after Defendant Trini Brassard received a fair market value sale price from a realtor, and informed her brother Thad Blaisdell that it was her intention to list the parcel for sale.

91. Defendant Courtney Brassard has refused to relinquish title, asserting the parcel is hers as well as the gravel income it produces. It is believed that Defendant Courtney Brassard has received at least Twenty Thousand Dollars ($20,000.00) in gravel income alone as a result of Defendant Trini Brassard's unauthorized transaction.

92. Defendant Courtney Brassard may have received hay income from this parcel as well, all of which is the property of the Estate that has been wrongfully converted through acts of Defendant Trini Brassard and Defendant Courtney Brassard.

Post-Mortem Theft

93. In fact, even after Decedent died, Defendants continued to reach into the Estate's assets, and take what was not theirs to take.

94. Upon information and belief, approximately Seven Hundred Forty Three round bales valued at Forty-Five Dollars ($45.00) per bale or Thirty Three Thousand Four Hundred Thirty-Five Dollars and 00/100 ($33,435.00) were taken by Defendant Daniel Brassard, after Decedent's death, for either use in his personal farm operation or for re-sale by Defendant Daniel Brassard to other third parties.

95. Defendant Trini Brassard hired a logging contractor in 2021 to cut timber on Decedent's land and much like her directions in 2015, she directed the contractor to leave cordwood worth Eight Thousand Four Hundred Dollars ($8,400.00) on the site for Defendant Daniel Brassard's use.

96. Defendant Daniel Brassard used Decedent's wood processor, dump truck, and fuel to finish, sell and deliver the wood for his own profit.

97. Moreover, a check for firewood (net stumpage) of Thirty-Six Thousand Seven Hundred and Fifty-Nine Dollars ($36,759.00) was paid directly to Defendant Trini Brassard, after Decedent's death and before an Executor was appointed. This firewood came from Decedent's lands, and was never deposited into Decedent's account.

98. In fact, Defendant Trini Brassard continued to accept checks for logs sold from Decedent's land after Decedent died, and after her POA was extinguished.

99. Defendant Courtney Brassard continues to accept gravel pit income checks from Decedent's gravel pit.

100. Defendant Daniel Brassard and Defendant Brassard Sugarworks and Maple

Supply, LLC continue to use the Sugarbush and Sugarhouse without compensation to the Estate.

COUNT I – BREACH OF FIDUCIARY DUTY
Defendant Trini Brassard

101. Plaintiff restates and realleges the allegations set forth in paragraphs 1 through 100, as though fully set forth herein.

102. An agent under a power of attorney "shall have a fiduciary duty to the principal." 14 V.S.A. § 3505(a). This includes a general duty to "act in good faith and in the interest of the principal." 14 V.S.A. § 3505(a)(1). An agent must "avoid conflicts of interest which would impair the ability of the agent to act in the interest of the principal." 14 V.S.A. § 3505(a)(3).

103. An agent under power of attorney may not compensate herself or make gifts or loans of a principal's property to others unless expressly authorized by the instrument. 14 V.S.A. § 3504(d-f).

104. A principal who sustains damages or injury as a result of an agent's action in violation with Vermont law, or the terms of a power of attorney is entitled to recover from the agent the amount of his damages, costs, and attorneys' fees. 14 V.S.A § 3511.

105. Defendant Trini Brassard was an agent under Decedent's POA, and she violated all of these duties whenever she transferred money or property to herself or her family, or otherwise placed her personal and family interests over Decedent's interests.

106. The Estate has been damaged in an amount equal to the value of misappropriations directed by Defendant Trini Brassard, including the cost to defend against Defendant Trini Brassard's claims brought in the probate court to recover

compensation for "management services."

107. An agent also must "not commingle the funds of the principal with . . . her own funds or the funds of third parties." 14 V.S.A. § 3505(a)(4).

108. Defendant Trini Brassard violated this duty when she authorized the indiscriminate use of Decedent's farm equipment and farm crops for her own family's personal and business use. 14 V.S.A. § 3505(a)(2).

109. Defendant Trini Brassard engaged in improper comingling of assets by failing to segregate Decedent's hay from her family's hay sales, and by placing her name, her daughter's name, and her son's name on equipment purchased by Decedent.

110. An agent must also "refrain from self-dealing," which the statute defines as "any transaction, including transfer of property of a principal to an agent, that directly or indirectly benefits the agent or the immediate family of the agent, regardless of whether the agent has provided consideration for the transaction." 14 V.S.A. §§ 3501(11), 3505(a)(2).

111. Against this standard, Defendant Trini Brassard breached her fiduciary duty every time that she transferred any of Decedent's money or property to herself or her family, with or without consideration, and every time she or her family members used or exchanged Decedent's property for their own benefit.

112. While further investigation and discovery are required to determine the full extent of Defendant Trini Brassard's liability, based upon the currently available evidence, the Estate has recoverable damages in excess of Six Hundred Fifty Thousand Dollars ($650,000.00).

113. Upon information and belief, this figure may increase substantially after further

investigation.

COUNT II – CONVERSION

Defendants Trini Brassard, Courtney Brassard, Daniel Brassard, Brian Falzo, and Brassard Sugarworks and Maple Supply, LLC

114. Plaintiff restates and realleges the allegations set forth in paragraphs 1 through 113 as though fully set forth herein.

115. Upon information and belief, Defendants Trini Brassard, Courtney Brassard, Daniel Brassard, Brian Falzo, and Brassard Sugarworks and Maple Supply, LLC, wrongfully interfered with the Estate's right of possession of said real property fixtures without written consent of Plaintiff and converted the same to their own use.

116. Defendant Courtney Brassard has received income from the sale of gravel from a parcel of land legally owned by the Estate, and has refused to turn over the income.

117. Defendants Courtney Brassard and Brian Falzo continue to hold possession of 101.7 acres of land with a gravel pit, claiming that they hold title, which is legally false.

118. Defendant Trini Brassard has received income from the sale of hay that legally belongs to the Estate, and has refused to turn over the income.

119. Defendant Trini Brassard has received income from the sale of firewood that legally belongs to the Estate, and has refused to turn over the income.

120. Defendant Daniel Brassard has received income from the sale of hay that legally belongs to the Estate, and has refused to turn over the income.

121. Defendant Brassard Sugarworks and Maple Supply, LLC has received maple syrup, maple products, and income from sale of the maple products that legally belong to the Estate, and has refused to turn over the income.

122. Between the time of Defendants' conversion of real property fixtures to its own

use and the filing of this action, the Estate will incur damages in pursuit of the property.

123. As a further proximate result of Defendants' conversion, the Estate has sustained damages in that the Estate had tenants and/or purchasers who could have provided income to the Estate but for Defendants' actions, and the Estate is now faced with the loss of these transactions and/or significant additional expenses.

124. Defendants' acts alleged above were willful, wanton, malicious and oppressive, and justify the awarding of exemplary and punitive damages.

125. Plaintiff seeks an injunction to halt further conversion including destruction, and monetary damages equal to the amount of injury.

COUNT III – TRESPASS TO CHATTELS

Defendants Trini Brassard, Courtney Brassard, Daniel Brassard, and Brassard Sugarworks and Maple Supply, LLC

126. Plaintiff restates and realleges the allegations set forth in paragraphs 1 through 125 as though fully set forth herein.

127. As legal owner of the Parcels and all real property fixtures on the Parcels, the Estate has a possessory interest in the Parcels and all real property fixtures.

128. Defendants Courtney Brassard, Daniel Brassard, Brassard Self-Storage, and Brassard Sugarworks and Maple Supply, LLC intentionally removed and took possession of certain real property fixtures from the Parcels, which were not trade fixtures or the personal property of Defendants.

129. Specifically, these Defendants have removed timber, hay, gravel, maple sap, and used a sugarhouse, mobile home, and gravel pit for their own personal benefit without the consent of Plaintiff.

130. As a proximate result of these Defendants' intermeddling without Plaintiff's

consent to remove such real property fixtures, the Estate has been damaged in an amount to be proven at trial.

131. As further and proximate result of these Defendants' damage to the real property fixtures and the Parcels, the Estate has sustained damages including additional administrative fees to uncover these losses, and is now faced with significant additional expenses to restore the Parcels or recover what was lost.

COUNT IV – EMBEZZLEMENT
Defendants Trini Brassard, Courtney Brassard, and Daniel Brassard

132. Plaintiff restates and realleges the allegations set forth in paragraphs 1 through 131 as though fully set forth herein.

133. From April 10, 2021 through December 2, 2021, and in violation of 14 V.S.A. § 1553, Defendants Trini Brassard, Courtney Brassard, and Daniel Brassard embezzled or alienated moneys, goods, chattels, and effects of the Estate.

134. Defendant Trini Brassard took income from logging Decedent's lands, and from land later owned by the Estate.

135. Defendant Courtney Brassard took gravel sale income from Decedent's lands, and from land later owned by the Estate.

136. Defendant Daniel Brassard took hay and logs for his own personal and/or business use, from Decedent's lands, and from land later owned by the Estate.

137. As a proximate result of the foregoing actions, the Estate has been damaged in an amount to be proven at trial.

COUNT V – FRAUD
Defendant Trini Brassard

138. Plaintiff restates and realleges the allegations set forth in paragraphs 1 through

137 as though fully set forth herein.

139. Defendant Trini Brassard intentionally misrepresented the facts about farm operation costs and management to Plaintiff, Decedent's beneficiary Thad Blaisdell, and the Orange County Probate Court.

140. Defendant Trini Brassard was aware of how Defendant Daniel Brassard was paid for haying operations, but intentionally lied to Thad Blaisdell when asked in 2014 and 2015.

141. Defendant Trini Brassard was aware of the facts surrounding the 2015 wire transfer of funds from Decedent's savings account for her benefit, but intentionally lied to Plaintiff when asked.

142. Defendant Trini Brassard was aware that both she and her family were compensated, but filed an Affidavit and Written Statement of Claims with the Orange County Probate Court claiming that she had not been compensated.

143. As a proximate result of the foregoing fraudulent actions, the Estate has incurred damages because farm operations depleted Decedent's estate; and administrative expenses to uncover the validity of these claims have further depleted Decedent's estate.

COUNT VI – TRESPASS TO LAND

Defendants Courtney Brassard, Brian Falzo, Daniel Brassard,
and Brassard Sugarworks and Maple Supply, LLC

144. Plaintiff restates and realleges the allegations set forth in paragraphs 1 through 143 as though fully set forth herein.

145. Defendants Courtney Brassard, Brian Falzo, Daniel Brassard, and Brassard Sugarworks and Maple Supply, LLC are currently possessing lands legally owned by the Estate.

146. The Estate has been injured by these possessions which have not been for more than fifteen (15) years, and as such are not barred. 12 V.S.A. § 501.

147. Plaintiff seeks the immediate ejectment of Defendants from these lands, and monetary damages equal to the amount of lost income, loss of use, loss of enjoyment, and costs and attorneys' fees.

COUNT VII – LACK OF CAPACITY

148. Plaintiff restates and realleges the allegations set forth in paragraphs 1 through 147 as though fully set forth herein.

149. On or about July 16, 2013, Decedent suffered a stroke.

150. Decedent executed the POA in favor of Defendant on July 18, 2013, only a few days after his stroke.

151. Decedent's stroke impaired his cognitive abilities, including his immediate and recent memory, attention, orientation, problem-solving, abstract reasoning, and organization.

152. Decedent's cognitive abilities were so profoundly impacted that he could not recall the extent of his property and dispose of his property according to a plan formed in his mind.

153. Likewise, Decedent was not able to understand the consequences of his actions and the consequences of executing the POA.

154. At the time Decedent signed and granted the POA to Defendant Trini Brassard, he lacked capacity to do so.

155. Because Decedent lacked capacity when he signed the POA, the POA is null and void and all actions and conveyance should be set aside and the assets and monies return to the Estate.

COUNT VIII - UNDUE INFLUENCE

Defendant Trini Brassard

156. Plaintiff restates and realleges the allegations set forth in paragraphs 1 through 155 as though fully set forth herein.

157. Defendant Trini Brassard lived with Decedent and cared for him.

158. Defendant Trini Brassard had a position of trust and confidence with Decedent.

159. Defendant Trini Brassard knew about Decedent's cognitive disabilities after the stroke based on the medical records.

160. Defendant Trini Brassard knew that Decedent had an estate plan drafted by a specific attorney.

161. Nevertheless, Defendant Trini Brassard brought Decedent to a new attorney for the purpose of drafting a POA giving her full access to his accounts.

162. Defendant Trini Brassard used the POA to transfer Decedent's assets and monies to herself and the other Defendants.

163. Defendant Trini Brassard disposed of Decedent's assets and monies contrary to Decedent's desires as expressed in his 2008 Will.

164. Upon information and belief Defendant Trini Brassard used her relation of trust and unduly induced Decedent to obtain such powers.

165. As a result of Defendant Trini Brassard's undue influence, the POA is null and void, and all actions and conveyance done pursuant to the POA must be set aside and the monies and assets return to the Estate.

COUNT IX – CONSTRUCTIVE FRAUD

Against Trini Brassard

166. Plaintiff restates and realleges the allegations set forth in paragraphs 1 through 165 as though fully set forth herein.

167. Defendant Trini Brassard knew and/or had reasons to know of Decedent's cognitive disabilities.

168. Defendant Trini Brassard was in a position of superior knowledge after Decedent's stroke as he did not understand his condition.

169. Defendant Trini Brassard was in a position of superior influence because she was caring for Decedent, who physically needed her help.

170. Defendant Trini Brassard used that knowledge and position to obtain broad authority over Decedent's finances.

171. Defendant Trini Brassard used her position to benefit herself and the Defendants at the expense of Decedent and the Estate's Beneficiaries.

172. Defendants Trini Brassard intentionally gained an unfair advantage at the expense of Decedent and the Estate's beneficiaries.

173. Plaintiff is entitled to equitable relief as a result of Defendant Trini Brassard's actions.

174. The equitable relief to which Plaintiff is entitled includes a constructive trust or restitution of any benefits received by Defendants as a result of Defendant's Trini actions.

COUNT X – UNJUST ENRICHMENT

Against all Defendants

175. Plaintiff restates and realleges the allegations set forth in paragraphs 1 through 174 as though fully set forth herein.

176. Defendants have all benefited by Defendant Trini Brassard wrongful actions and transfers of Decedent's monies and assets. Specifically Defendants have diverted assets from the Estate and the Beneficiaries.

177. As a result of their actions, Defendants have been unjustly enriched at the expense of the Estate and the Estate beneficiaries.

178. Plaintiff seeks the return of the assets or the value thereof, which were wrongfully transferred to the hands of all the Defendants.

Jury Trial Demand

Plaintiff hereby DEMANDS a jury trial on all counts so triable.

WHEREFORE, for all the foregoing reasons, Plaintiff JOHN DURKEE, EXECUTOR OF THE ESTATE OF KENNETH H. BLAISDELL, JR., hereby DEMANDS judgment in his favor, and further hereby PRAYS for the following relief:

A. A Declaratory Judgment Order curing title back to Plaintiff of Courtney's Gift, so called, immediately;

B. ;

C. An award of COMPENSATORY DAMAGES against all Defendants in an amount to be proven at trial;

D. Imposition of a constrictive trust and any other equitable relief as necessary to restore the assets of the Estate or their value;

E. An Award of EXEMPLARY DAMAGES against Defendant Trni Brassard;

F. An award of attorneys' fees and costs; and,

G. All such other relief as this Honorable Court deems just and appropriate under the circumstances.

DATED at Woodstock, Vermont, this 15TH day of July, 2025.

PRIMMER PIPER EGGLESTON & CRAMER

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