

STATE OF VERMONT

SUPERIOR COURT
Orange Unit

CIVIL DIVISION
Case No. 23-CV-02848

JOHN DURKEE, EXECUTOR OF THE
ESTATE OF DECEDENT [KENNETH] H.
BLAISDELL, JR.,
Plaintiff,

v.

TRINI BRASSARD, COURTNEY BRASSARD,
BRIAN FALZO, DANIEL BRASSARD, AND
BRASSARD SUGARWORKS AND MAPLE
SUPPLY, LLC,
Defendants.

**DANIEL BRASSARD AND BRASSARD SUGARWORKS
AND MAPLE SUPPLY, LLC'S ANSWER AND AFFIRMATIVE DEFENSES**

Daniel Brassard (Mr. Brassard) and Brassard Sugarworks and Maple Supply, LLC
("Brassard Sugarworks"), *pro se*, hereby submit the following answer and affirmative defenses
to Plaintiff's Complaint:

Introduction

1. As this paragraph states legal conclusions, Plaintiff's conclusory arguments, and/or
Plaintiff's requests for relief, rather than allegations of fact, no response is required; to
the extent a response is required, denied.

Parties

2. Admitted to the extent that the Estate of Kenneth H. Blaisdell, Jr., is an estate opened in
Vermont Superior Court, Orange Probate Division, Docket No. 21-PR-04895;
Mr. Brassard and Brassard Sugarworks **deny** that Plaintiff was appointed as Executor of
the estate on December 3, 2021. By way of further response, the December 20, 2021,

Certificate of Appointment of Executor states “that on December 14, 2021 John Durkee was appointed by the Court to serve as the Executor...” Except as specifically admitted herein, denied.

3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.
7. Denied.
8. Denied.
9. Admitted.
10. Admitted that Ms. Brassard is the registered agent for Brassard Sugarworks and Maple Supply, LLC, but **denied** that Daniel Brassard is the President. By way of further response, Daniel Brassard is identified as the “Manager” of Brassard Sugarworks and Maple Supply, LLC. Except as specifically admitted herein, denied.
11. As this paragraph states legal conclusions, rather than allegations of fact, no response is required.

Venue and Jurisdiction

12. As this paragraph states legal conclusions, rather than allegations of fact, no response is required; notwithstanding, Mr. Brassard and Brassard Sugarworks do not contest jurisdiction or venue.
13. As this paragraph states legal conclusions, rather than allegations of fact, no response is required; notwithstanding, Mr. Brassard and Brassard Sugarworks do not contest that venue is proper.

Property

14. Admitted that the Estate owns the identified parcel and that Paragraph 14 accurately describes the Warranty Deed. Except as specifically admitted herein, denied.
15. Admitted to the extent that the 32.3 acres of land was owned by the Estate, but Mr. Brassard and Brassard Sugarworks **deny** the Estate's claim that it owns (or owned) the "sugarhouse" on the property. In addition, because the property was sold pursuant to a *License to Sell or Convey Real Estate*, issued by the Probate Division on July 31, 2023, the Estate no longer owns the property. Except as specifically admitted herein, denied.
16. Admitted, except that the parcel has heretofore been known as "the Grandfathered Pit."
17. Admitted that the Estate owned the property, but because the property was sold pursuant to a *License to Sell or Convey Real Estate*, issued by the Probate Division on July 31, 2023, the Estate no longer owns the property. Except as specifically admitted herein, denied.
18. Denied.

Factual Background

19. Admitted that Decedent Kenneth H. Blaisdell, Jr. (hereinafter, "the Decedent"), suffered a stroke in 2013 and executed a General Power of Attorney on July 18, 2013, naming Trini Brassard as his agent. Mr. Brassard and Brassard Sugarworks **deny** that the Decedent suffered a "massive stroke," and the General Power of Attorney speaks for itself. Except as specifically admitted herein, denied.
20. Admitted that, following his stroke, Decedent lived with Ms. Brassard and her husband, Jeff Brassard, and Ms. Brassard provided care for the Decedent until his death on April 10, 2021. Except as specifically admitted herein, denied.

21. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
22. The General Power of Attorney speaks for itself, though it did not include boldface or italicized typeface; inasmuch as and to the extent that this paragraph states legal conclusions and/or Plaintiff's conclusory arguments, rather than allegations of fact, no response is required; to the extent a response is required, denied.
23. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
24. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
25. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
26. Denied.
27. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
28. Mr. Brassard and Brassard Sugarworks denies that Decedent suffered from "cognitive disabilities [,]" aside from occasional confusion and short-term memory loss, as a result of his stroke, and further denies that "Decedent was not able to understand the

consequences of his actions[.]” In addition, this paragraph states legal conclusions and/or Plaintiff’s conclusory arguments, rather than allegations of fact, and no response is required. To the extent a response is required, and except as specifically admitted herein, denied.

29. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
30. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
31. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
32. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
33. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
34. Mr. Brassard and Brassard Sugarworks are without personal knowledge as to whom Plaintiff claims to have communicated with and the topics of the alleged conversations and leaves Plaintiff to his proof; Mr. Brassard and Brassard Sugarworks **deny** that the Decedent “routinely kept large sums of cash on hand[;]” otherwise denied.

35. Mr. Brassard and Brassard Sugarworks are without personal knowledge as to what “confirmation” Plaintiff alleges to have received, what he claims to have done “[a]fter receiving confirmation[,]” or what he claims to have reviewed, and leaves Plaintiff to his proof; otherwise denied.
36. Mr. Brassard and Brassard Sugarworks are without personal knowledge as to the precise assets Decedent owned when he suffered a stroke and leave Plaintiff to his proof.. Except as specifically admitted herein, denied.
37. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
38. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
39. Denied.
40. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
41. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
42. The Affidavit, which did not include boldface or italicized type, speaks for itself, otherwise denied.

43. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
44. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
45. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
46. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
47. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
48. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
49. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.

50. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
51. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
52. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
53. Mr. Brassard and Brassard Sugarworks are without personal knowledge as to what Plaintiff claims to have reviewed and leaves Plaintiff to his proof; Mr. Brassard and Brassard Sugarworks **deny** that either of them or any of the other named Defendants were “personally enriching themselves” during the operation of Decedent’s farm.
54. Denied.
55. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
56. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
57. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.

58. Admitted that Mr. Brassard was paid for some of the labor he performed on and for the benefit of the farm. Except as specifically admitted herein, denied.

59. Denied.

60. Denied.

61. Denied.

62. Denied.

63. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they admit they are aware of the stumpage invoice, which speaks for itself; otherwise denied.

64. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.

65. As this paragraph states a legal conclusion, no response is required.

66. Denied.

67. Mr. Brassard and Brassard Sugarworks are without personal knowledge as to the precise assets Decedent owned when he suffered a stroke and leave Plaintiff to his proof. Except as specifically admitted herein, denied.

68. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.

69. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.

70. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
71. Admitted that Mr. Brassard was paid for some of the labor he provided on and for the benefit of the farm. As to the remainder of this paragraph, Mr. Brassard and Brassard Sugarworks are without personal knowledge as to what Trini Brassard and Thad Blaisdell allegedly discussed and leaves Plaintiff to his proof. Except as specifically admitted herein, denied.
72. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
73. Denied.
74. Admitted that Decedent's medical condition precluded him from "returning to active farming" immediately following his stroke, though the Defendants, as well as Decedent, believed he would be able to return to active farming eventually and, in fact, Decedent continued to be active on his farm from the time of his stroke until the time of his death. Except as specifically admitted herein, denied.
75. Except as specifically admitted elsewhere herein, denied.
76. Admitted that Trini Brassard signed a written lease at the direction of Decedent, the content of which lease speaks for itself, otherwise denied.
77. Admitted that the previous tenants of the described parcel were evicted, but Mr. Brassard and Brassard Sugarworks **deny** that they were "paying tenant[s]." Except as specifically admitted herein, denied.

78. To the extent a response is required, denied.
79. Admitted that on or about November 28, 2015, Trini Brassard signed a lease agreement at the direction of Decedent that memorialized in writing an agreement that Mr. Brassard had with his grandfather (Decedent) prior to Decedent's stroke. Except as specifically admitted herein, denied.
80. The lease agreement speaks for itself. Except as specifically admitted herein, denied.
81. Admitted that certain real estate belonging to Decedent was used as security, in part, for a loan to Brassard Self Storage, LLC, which has not been named a Defendant in this action, and further noted that the lien was subsequently discharged. Except as specifically admitted herein, denied.
82. Admitted that there are presently no liens against the referenced property of the Estate (and at the time that Plaintiff prepared and filed the *Complaint* herein); except as specifically admitted herein, denied.
83. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
84. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
85. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.

86. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
87. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
88. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
89. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
90. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
91. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
92. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
93. Denied.

94. Denied. Mr. Brassard and Brassard Sugarworks are without personal knowledge as to how Plaintiff came to his determination that “approximately Seven Hundred Forty Three round bales valued at Forty-Five Dollars (\$45.00) per bale” were taken and leaves Plaintiff to his proof, but Mr. Brassard and Brassard Sugarworks **deny** taking said bales for “use in his personal farm operation or for re-sale[.]”
95. Mr. Brassard and Brassard Sugarworks are without personal knowledge as to Trini Brassard’s actions and leave Plaintiff to his proof, but Mr. Brassard and Brassard Sugarworks **deny** that cordwood was left on the site for Mr. Brassard’s use.
96. Denied.
97. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
98. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
99. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
100. Admitted that Mr. Brassard owns the Sugarhouse and property it is located on following the purchase from the estate. Brassard Sugarworks continues to use the Sugarbush via a lease with the property owner of this parcel which was sold by the estate. Except as specifically admitted herein, denied.

COUNT I – BREACH OF FIDUCIARY DUTY

101. Mr. Brassard and Brassard Sugarworks repeat and incorporate all responses set forth above as if fully stated herein.

102. As this paragraph states legal conclusions, rather than allegations of fact, no response is required; to the extent a response is required, denied.

103. As this paragraph states legal conclusions, rather than allegations of fact, no response is required; to the extent a response is required, denied.

104. As this paragraph states legal conclusions, rather than allegations of fact, no response is required; to the extent a response is required, denied.

105. As this paragraph states legal conclusions, rather than allegations of fact, no response is required; to the extent a response is required, denied.

106. As this paragraph states legal conclusions and/or Plaintiff's conclusory arguments, rather than allegations of fact, no response is required; to the extent a response is required,

Mr. Brassard and Brassard Sugarworks are aware that Trini Brassard brought claims against the estate in the probate court to recover compensation for the services rendered to Decedent during his lifetime. Except as specifically admitted herein, denied.

107. As this paragraph states legal conclusions, rather than allegations of fact, no response is required; to the extent a response is required, denied.

108. As this paragraph states legal conclusions and/or Plaintiff's conclusory arguments, rather than allegations of fact, no response is required; to the extent a response is required,

Mr. Brassard and/or Brassard Sugarworks, are without personal knowledge and leave Plaintiff to his proof, otherwise denied.

109. As this paragraph states legal conclusions and/or Plaintiff's conclusory arguments, rather than allegations of fact, no response is required; to the extent a response is required,
- Mr. Brassard and/or Brassard Sugarworks deny all allegations related specifically to either or both of them and are without personal knowledge and leave Plaintiff to his proof. Except as specifically admitted herein, denied.
110. As this paragraph states legal conclusions, rather than allegations of fact, no response is required; to the extent a response is required, denied.
111. As this paragraph states legal conclusions and/or Plaintiff's conclusory arguments, rather than allegations of fact, no response is required; to the extent a response is required, denied.
112. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.
113. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.

COUNT II – CONVERSION

114. Mr. Brassard and Brassard Sugarworks repeat and incorporate all responses set forth above as if fully stated herein.
115. Inasmuch as and to the extent that this paragraph states legal conclusions and/or Plaintiff's conclusory arguments, rather than allegations of fact, no response is required; to the extent a response is required, Mr. Brassard and Brassard Sugarworks **deny** the same, including the conclusory claims that tht they wrongfully interfered with the

Estate's right of possession of the real property fixtures and/or that any of said real property fixtures were converted for their own use.

116. Mr. Brassard and Brassard Sugarworks **deny** that the parcel of land is legally owned by the Estate and are without personal knowledge as to whether Courtney Brassard has received income from the sale of gravel, otherwise denied.

117. Admitted to the extent that Courtney Brassard and Brian Falzo are currently in possession of 101.7 acres of land with a gravel pit. Except as specifically admitted herein, denied.

118. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.

119. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.

120. Denied.

121. Denied.

122. As this paragraph states legal conclusions and/or Plaintiff's conclusory arguments, rather than allegations of fact, no response is required; to the extent a response is required, denied.

123. Denied.

124. As this paragraph states legal conclusions, Plaintiff's conclusory arguments, and/or Plaintiff's requests for a legal remedy, rather than allegations of fact, no response is required; to the extent a response is required, denied.

125. As this paragraph states Plaintiff's request for a legal remedy, rather than allegations of fact, no response is required; to the extent a response is required, denied.

COUNT III – TRESPASS TO CHATTELS

126. Mr. Brassard and Brassard Sugarworks repeat and incorporate all responses set forth above as if fully stated herein.

127. Inasmuch as and to the extent that this paragraph states legal conclusions and/or Plaintiff's conclusory arguments, rather than allegations of fact, no response is required. To the extent a response is required, Mr. Brassard and Brassard Sugarworks **deny** the same, including the conclusory claims that the Estate is the legal owner of all the Parcels and all real property fixtures on the Parcels, and further deny that the Estate has a possessory interest in all the Parcels and all real property fixtures.

128. Denied.

129. Denied.

130. Denied.

131. Denied.

COUNT IV – EMBEZZLEMENT

132. Mr. Brassard and Brassard Sugarworks repeat and incorporate all responses set forth above as if fully stated herein.

133. Denied.

134. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.

135. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.

136. Denied.

137. Denied.

COUNT V – FRAUD

138. Mr. Brassard and Brassard Sugarworks repeat and incorporate all responses set forth above as if fully stated herein.

139. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.

140. Admitted that Ms. Brassard was aware that Daniel Brassard was paid for haying operations. Except as specifically admitted herein, denied.

141. To the extent the allegations in this paragraph require a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.

142. Admitted that Mr. Brassard was paid for some of the labor he provided on and for the benefit of the farm and that Trini Brassard filed an Affidavit and Written Statement of Claims with the Probate Division, but to the extent the remainder of Paragraph 130 requires a response from Mr. Brassard and/or Brassard Sugarworks, they are without personal knowledge and leave Plaintiff to his proof, otherwise denied.

143. Denied.

COUNT VI – TRESPASS TO LAND

144. Mr. Brassard and Brassard Sugarworks repeat and incorporate all responses set forth above as if fully stated herein.

145. Denied.

146. Admitted that Courtney Brassard, Brian Falzo, Daniel Brassard, and Brassard Sugarworks and Maple Supply, LLC have not been in possession of the properties for more than fifteen (15) years. As the remainder of this paragraph states legal conclusions, rather than allegations of fact, no response is required; to the extent a response is required, denied.

147. As this paragraph states Plaintiff's requests for a legal remedy, rather than allegations of fact, no response is required; to the extent a response is required, denied.

148. Mr. Brassard and Brassard Sugarworks repeat and incorporate all responses set forth above as if fully stated herein.

149. Denied. By way of further response, Decedent's stroke occurred on or about July 13, 2013. Except as specifically admitted herein, denied.

150. Admitted that Decedent executed his General Power of Attorney, naming Ms. Brassard as his agent, on July 18, 2013. Except as specifically admitted herein, denied.

151. Mr. Brassard and Brassard Sugarworks **deny** that Decedent suffered from "impaired [] cognitive abilities," aside from occasional confusion and short-term memory loss, as a result of his stroke. Except as specifically admitted herein, denied.

152. Denied.

153. Denied.

154. As this paragraph states legal conclusions and/or Plaintiff's conclusory arguments, rather than allegations of fact, no response is required; to the extent a response is required, denied.

155. As this paragraph states legal conclusions, Plaintiff's conclusory arguments, and/or Plaintiff's requests for relief, rather than allegations of fact, no response is required; to the extent a response is required, denied.

COUNT VIII – UNDUE INFLUENCE

156. Mr. Brassard and Brassard Sugarworks, repeats and incorporates all responses set forth above as if fully stated herein.

157. Admitted that, following Decedent's stroke, Decedent lived with Ms. Brassard and her husband, Jeff Brassard, and that Ms. Brassard provided care for Decedent until his death on April 10, 2021. Except as specifically admitted herein, denied.

158. As this paragraph states legal conclusions and/or Plaintiff's conclusory arguments, rather than allegations of fact, no response is required; to the extent a response is required, denied.

159. Mr. Brassard and Brassard Sugarworks **deny** that Decedent suffered from "cognitive disabilities[.]" aside from occasional confusion and short-term memory loss, as a result of his stroke. Except as specifically admitted herein, denied.

160. As this paragraph states legal conclusions and/or Plaintiff's conclusory arguments, rather than allegations of fact, no response is required; to the extent a response is required, denied.

161. As this paragraph states legal conclusions and/or Plaintiff's conclusory arguments, rather than allegations of fact, no response is required; to the extent a response is required, denied.
162. As this paragraph states legal conclusions and/or Plaintiff's conclusory arguments, rather than allegations of fact, no response is required; to the extent a response is required, denied.
163. As this paragraph states legal conclusions and/or Plaintiff's conclusory arguments, rather than allegations of fact, no response is required; to the extent a response is required, denied.
164. As this paragraph states legal conclusions and/or Plaintiff's conclusory arguments, rather than allegations of fact, no response is required; to the extent a response is required, denied.
165. As this paragraph states legal conclusions, Plaintiff's conclusory arguments, and/or Plaintiff's requests for relief, rather than allegations of fact, no response is required; to the extent a response is required, denied.

COUNT IX – CONSTRUCTIVE FRAUD

166. Mr. Brassard and Brassard Sugarworks, repeats and incorporates all responses set forth above as if fully stated herein.
167. Mr. Brassard and Brassard Sugarworks, **denies** that Decedent suffered from “cognitive disabilities[,]” aside from occasional confusion and short-term memory loss, as a result of his stroke. Except as specifically admitted herein, denied.
168. Ms. Brassard **denies** that Decedent “did not understand his condition.” In addition, this paragraph states legal conclusions and/or Plaintiff's conclusory arguments, rather than

allegations of fact, and no response is required. To the extent a response is required, denied.

169. Admitted that Ms. Brassard cared for Decedent following his stroke. Except as specifically admitted herein, denied.

170. As this paragraph states legal conclusions and/or Plaintiff's conclusory arguments, rather than allegations of fact, no response is required; to the extent a response is required, denied.

171. As this paragraph states legal conclusions and/or Plaintiff's conclusory arguments, rather than allegations of fact, no response is required; to the extent a response is required, denied.

172. As this paragraph states legal conclusions and/or Plaintiff's conclusory arguments, rather than allegations of fact, no response is required; to the extent a response is required, denied.

173. As this paragraph states legal conclusions, Plaintiff's conclusory arguments, and/or Plaintiff's requests for relief, rather than allegations of fact, no response is required; to the extent a response is required, denied.

174. As this paragraph states legal conclusions, Plaintiff's conclusory arguments, and/or Plaintiff's requests for relief, rather than allegations of fact, no response is required; to the extent a response is required, denied.

COUNT X – UNJUST ENRICHMENT

175. Mr. Brassard and Brassard Sugarworks, repeats and incorporates all responses set forth above as if fully stated herein.

176. As this paragraph states legal conclusions and/or Plaintiff's conclusory arguments, rather than allegations of fact, no response is required; to the extent a response is required, denied.

177. As this paragraph states legal conclusions and/or Plaintiff's conclusory arguments, rather than allegations of fact, no response is required; to the extent a response is required, denied.

178. As this paragraph states legal conclusions, Plaintiff's conclusory arguments, and/or Plaintiff's requests for relief, rather than allegations of fact, no response is required; to the extent a response is required, denied.

AFFIRMATIVE DEFENSES

1. Ratification.
2. Consent.
3. License.
4. Laches.
5. Waiver.
6. Release.
7. Set-off.

DATED at East Randolph, Vermont this 15th day of September, 2023.

Respectfully submitted,

**DANIEL BRASSARD &
BRASSARD SUGARWORKS AND
MAPLE SUPPLY, LLC**

By:

A handwritten signature in black ink, appearing to read 'Daniel Brassard', is written over a horizontal line.

Daniel Brassard

Individually, and as Member and Manager of
Brassard Sugarworks and Maple Supply, LLC