

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.

**TRINI BRASSARD'S ANSWER, AFFIRMATIVE DEFENSES,
AND DEMAND FOR TRIAL BY JURY**

Trini Brassard ("Ms. Brassard"), by and through her attorneys, Brannen & Loftus, PLLC,
hereby submits 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; Ms. Brassard **denies** 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. Admitted.

8. Admitted.

9. Admitted.

10. Admitted.

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, Ms. Brassard does not contest jurisdiction or venue.

13. As this paragraph states legal conclusions, rather than allegations of fact, no response is required; notwithstanding, Ms. Brassard does 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 Ms. Brassard **denies** 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 owns the property, but the property is subject to a pending Purchase and Sale Agreement, which prospective sale the Probate Division approved by a *License to Sell or Convey Real Estate*, issued on July 31, 2023. In the event the existing Purchase and Sale Agreement is not consummated, Ms. Brassard holds an option to purchase the property under the terms of Decedent’s will, subject to pre-existing lease agreements and certain easements or rights of way that are a matter of public record. 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 Ms. Brassard as his agent. Ms. Brassard **denies** that the Decedent suffered a “massive stroke,” and the General Power of Attorney speaks for itself. Except as specifically admitted herein, denied.

20. Denied. In addition, 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.

21. The General Power of Attorney speaks for itself, though it did not include boldface or italicized typeface, as shown in Plaintiff’s *Complaint*; 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.

22. Denied.

23. Admitted that Ms. Brassard communicated with her brother, Thad Blaisdell, concerning Decedent's cognitive capacity, but Ms. Brassard **denies** that Decedent suffered cognitive deficits, aside from occasional confusion and short-term memory loss, as a result of his stroke. Except as specifically admitted herein, denied.

24. Admitted that Ms. Brassard sent an email to Thad Blaisdell on April 28, 2014, which email speaks for itself. Except as specifically admitted herein, denied.

25. Denied.

26. Denied. By way of further response, when Decedent died on April 10, 2021, he had a balance of \$27,156.52 in his Bar Harbor Bank & Trust Checking Account (#4031); Ms. Brassard is without personal knowledge as to whom Plaintiff communicated with and what he claims to have been "made aware of" and leaves Plaintiff to his proof, but Ms. Brassard **denies** that Decedent routinely kept large sums of money in his personal safe. Except as specifically admitted herein, denied.

27. Ms. Brassard is 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; Ms. Brassard **denies** that the Decedent "routinely kept large sums of cash on hand[;]" otherwise denied.

28. Ms. Brassard is 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.

29. Ms. Brassard **denies** that “[a]t the time of Decedent’s stroke...he held One Hundred Ninety-Four Thousand Seventy-Two Dollars and 25/100 (\$194,072.25) in liquid assets[;]” by way of further response, Ms. Brassard denies and disputes the claim that the “two loans” were “liquid assets,” and further notes that there were three (3) loans, the first receivable from Sprague Farms in the amount of \$2,500.00, the second receivable from Jesse and Jen Lambert in the amount of \$70,667.43, and the third receivable from Esther Moses in the amount of \$23,896.00. Except as specifically admitted herein, denied.
30. Denied.
31. Denied.
32. Denied.
33. Denied, except that Ms. Brassard acknowledges that certain checks were written to her, all of which were reimbursements for expenses incurred on Decedent’s behalf. Except as specifically admitted herein, denied.
34. The Affidavit, which did not include boldface or italicized type, speaks for itself; otherwise denied.
35. Admitted that on May 29, 2015, Ms. Brassard ordered a wire transfer from Decedent’s savings account to Premium Title Service in the amount of \$32,117.29. Ms. Brassard **denies** that her affidavit was false, and that she was “directly paying herself” \$25,054.50. Except as specifically admitted herein, all other facts, including insinuated characterizations, are denied.
36. Admitted that when asked by Plaintiff, Ms. Brassard stated that the wire transfer described in the preceding paragraph was a loan that was partially paid back, but Ms.

Brassard **denies** that the partial payment occurred on June 10, 2015, and amounted to \$17,993.50. The outstanding balance on the loan owed to the Estate is \$18,642.29.

Except as specifically admitted herein, denied.

37. Denied.

38. Denied.

39. Denied.

40. Denied.

41. Ms. Brassard is without personal knowledge as to what Plaintiff claims to have reviewed and leaves Plaintiff to his proof; Ms. Brassard **denies** that she and the other named Defendants were “personally enriching themselves” during the operation of Decedent’s farm.

42. Denied.

43. Admitted that Ms. Brassard and Thad Blaisdell discussed farm operations in the Spring of 2014, and that Thad Blaisdell suggested that the farm land should be leased to Keith Sprague. Except as specifically admitted herein, denied.

44. Admitted that Ms. Brassard sent an email to Thad Blaisdell on April 28, 2014, but Ms. Brassard **denies** Plaintiff’s characterization of the email’s contents, which email speaks for itself. Except as specifically admitted herein, denied.

45. Denied. As stated above in response to Paragraph 44, Ms. Brassard denies Plaintiff’s characterization of the email’s contents, which email speaks for itself, and further denies his characterization that the statements were false.

46. Admitted that Daniel Brassard was paid for labor on the farm. Except as specifically admitted herein, denied.

47. Denied.

48. Denied.

49. Denied.

50. Denied.

51. The stumpage invoice speaks for itself; otherwise denied.

52. Denied.

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

54. Denied.

55. Admitted that, at or about the time of the Decedent's stroke, the estate had \$103,290.84 in a savings account, \$4,879.95 in a checking account, and \$22,000.00 in a Safety Deposit Box; Ms. Brassard **denies** that Decedent suffered a "massive stroke[.]" disputes Plaintiff's suggestion that the two (2) loans were "guaranteed income[.]" and further notes, as discussed above in response to Paragraph 29, that there were three (3) loans, the first receivable from Sprague Farms in the amount of \$2,500.00, the second receivable from Jesse and Jen Lambert in the amount of \$70,667.43, and the third receivable from Esther Moses in the amount of \$23,896.00. Except as specifically admitted herein, denied.

56. Denied.

57. Admitted that Decedent's tax returns show net losses for income tax purposes during the time that Ms. Brassard was managing the farm for Decedent, consistent with the results shown on the tax returns for years prior to the period when Ms. Brassard assumed more responsibilities for managing her father's farm operations.

58. Admitted that Ms. Brassard communicated with Thad Blaisdell during 2014 concerning the hay operation, but Ms. Brassard **denies** making false statements to Thad Blaisdell. Except as specifically admitted herein, denied.
59. Admitted that in December 2014, Thad Blaisdell asked Ms. Brassard, via email, what Daniel Brassard was being paid, and for what tasks he was being paid for, and further admitted that Ms. Brassard responded to Thad Blaisdell via email dated January 1, 2015, which email speaks for itself. Except as specifically admitted herein, denied.
60. Denied.
61. Denied.
62. Admitted that Decedent's medical condition precluded him from "returning to active farming" immediately following his stroke, though Ms. Brassard, 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.
63. Except as specifically admitted elsewhere herein, denied.
64. Admitted that Ms. Brassard signed a written lease at the direction of Decedent, the content of which lease speaks for itself, otherwise denied.
65. Admitted that the previous tenants of the described parcel were evicted, but Ms. Brassard **denies** that they were "paying tenant[s]." Except as specifically admitted herein, denied.
66. To the extent a response is required, denied.
67. Ms. Brassard admits that she signed a lease agreement on or about November 28, 2015, which agreement memorialized in writing an agreement that Daniel Brassard had with his

grandfather (Decedent) prior to Decedent's stroke. Except as specifically admitted herein, denied.

68. The lease agreement speaks for itself. Except as specifically admitted herein, denied.

69. 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.

70. 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.

71. Denied.

72. Admitted to the extent that, in 2014, Decedent authorized and directed Ms. Brassard to purchase a 2013 Commodore Astro mobile home to be titled jointly in the names of Decedent and Courtney Brassard. Except as specifically admitted herein, denied.

73. Admitted that the purchase price was \$38,000.00, and that the mobile home was titled to Decedent and Courtney Brassard as joint tenants with rights of survivorship. Inasmuch as and to the extent that the remainder of Paragraph 73 states a legal conclusion, no response is required.

74. Admitted that Courtney Brassard sold the mobile home in or around 2023. Except as specifically admitted herein, denied.

75. Admitted that Courtney Brassard and Brian Falzo received title to a parcel of land with an active gravel pit in 2020. Except as specifically admitted herein, denied.

76. Admitted that the transfer was accomplished with a Quitclaim Deed, the contents of which speak for themselves, as do the contents of the Property Transfer Tax Return. Except as specifically admitted herein, denied.
77. Denied that the land was conveyed without consideration. Inasmuch as and to the extent the remainder of Paragraph 77 states a legal conclusion, no response is required.
78. Denied.
79. With respect to the allegations directly referencing Ms. Brassard, denied. With respect to the remainder of the allegations in this paragraph, Ms. Brassard is without personal knowledge and leaves Plaintiff to his proof; otherwise denied.
80. With respect to the allegations directly referencing Ms. Brassard, denied. With respect to the remainder of the allegations in this paragraph, Ms. Brassard is without personal knowledge and leaves Plaintiff to his proof, otherwise denied.
81. Denied.
82. To the extent the allegations in this paragraph require a response from Ms. Brassard, she is without personal knowledge and leaves Plaintiff to his proof, otherwise denied.
83. Admitted that Ms. Brassard hired a logging contractor in 2021 to cut timber on Decedent's land. Except as specifically admitted herein, denied.
84. Denied.
85. Admitted that Ms. Brassard received checks totaling \$36,759.00 from the logger; otherwise denied.
86. Admitted to the extent that Ms. Brassard accepted a check, dated April 16, 2021, from Derek Wilson, six (6) days after the Decedent's death. Except as specifically admitted herein, denied.

87. To the extent the allegations in this paragraph require a response from Ms. Brassard, she is without personal knowledge and leaves Plaintiff to his proof, otherwise denied.

88. To the extent the allegations in this paragraph require a response from Ms. Brassard, she is without personal knowledge and leaves Plaintiff to his proof, otherwise denied.

COUNT I – BREACH OF FIDUCIARY DUTY

89. Ms. Brassard repeats and incorporates all responses set forth above as if fully stated herein.

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

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

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

93. Admitted that Ms. Brassard was an agent under Decedent's Power of Attorney. Except as specifically admitted herein, denied.

94. 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, Ms. Brassard admits that she 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.

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

96. 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, Ms. Brassard **denies** the same, including the conclusory claim that she violated her duties as Decedent's agent.
97. 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, Ms. Brassard **denies** the same, including the conclusory claim that she improperly comingled assets.
98. As this paragraph states legal conclusions, rather than allegations of fact, no response is required; to the extent a response is required, denied.
99. 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, Ms. Brassard **denies** the same, including the conclusory claims that she breached her fiduciary duties.
100. Denied.
101. Denied.

COUNT II – CONVERSION

102. Ms. Brassard repeats and incorporates all responses set forth above as if fully stated herein.
103. 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, Ms. Brassard **denies** the same, including the conclusory claims that she wrongfully interfered with the Estate's right of possession of

the real property fixtures and that any of said real property fixtures were converted for her own use.

104. Ms. Brassard **denies** that the parcel of land is legally owned by the Estate and is without personal knowledge as to whether Courtney Brassard has received income from the sale of gravel, otherwise denied.

105. 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.

106. Denied.

107. Denied.

108. Denied.

109. Denied.

110. 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.

111. Denied.

112. 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.

113. 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

114. Ms. Brassard repeats and incorporates 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, Ms. Brassard **denies** 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 denies that the Estate has a possessory interest in all the Parcels and all real property fixtures.

116. Denied.

117. Denied.

118. Denied.

119. Denied.

COUNT IV – EMBEZZLEMENT

120. Ms. Brassard repeats and incorporates all responses set forth above as if fully stated herein.

121. Denied.

122. Denied.

123. Ms. Brassard is without personal knowledge as to whether Courtney Brassard has received income from the sale of gravel and leaves Plaintiff to his proof, otherwise denied.

124. Denied.

125. Denied.

COUNT V – FRAUD

126. Ms. Brassard repeats and incorporates all responses set forth above as if fully stated herein.

127. Denied.

128. Admitted that Ms. Brassard was aware that Daniel Brassard was paid for haying operations, but Ms. Brassard **denies** lying to Thad Blaisdell. Except as specifically admitted herein, denied.

129. Admitted that Ms. Brassard was aware of the facts surrounding the referenced wire transfer. Except as specifically admitted herein, denied.

130. Admitted that Ms. Brassard filed an Affidavit and Written Statement of Claims with the Orange County Probate Court because she had not been compensated for her caregiving and business management services from the date of Decedent's stroke to the date of his death. Except as specifically admitted herein, denied.

131. Denied.

COUNT VI – TRESPASS TO LAND

132. Ms. Brassard repeats and incorporates all responses set forth above as if fully stated herein.

133. 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, Ms. Brassard **denies** the same.

134. 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.

135. 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.

AFFIRMATIVE DEFENSES

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

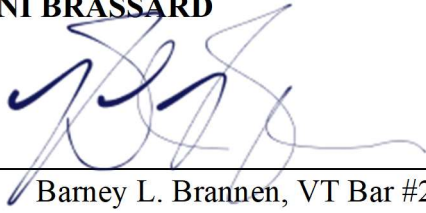
JURY TRIAL DEMAND

Defendant Trini Brassard hereby demands a jury trial on all counts and issues so triable.

DATED at Hanover, New Hampshire this 29th day of August, 2023.

Respectfully submitted,

TRINI BRASSARD

By: 
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