

STATE OF VERMONT

SUPERIOR COURT
Orange Unit

CIVIL DIVISION
Docket No. 23-CV-02848

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

AFFIDAVIT OF ELIZABETH WILLHITE

NOW COMES Elizabeth A. Willhite, Esq., and being duly sworn, hereby deposes and certifies pursuant to Rule 26(h) and Rule 11:

1. I am over the age of 18 and otherwise competent to testify.
2. I am an attorney at Primmer Piper Eggleston & Cramer PC, which represents Plaintiff John Durkee, Executor of the Estate of Kenneth H. Blaisdell, Jr. ("Plaintiff") in this matter. Richard Windish is lead counsel on this case and I am working with Attorney Windish to prosecute these claims.
3. On August 7, 2025, Defendant Daniel Brassard ("Defendant") emailed a document titled, *Response to Plaintiffs Motion for Discovery Sanctions Against Defendants Daniel Brassard and Brassard Sugarworks and Maple Supply LLC* along with exhibits labeled Exhibit A – H, and a certificate of service ("Opposition Motion").
4. However, this opposition motion does not appear on the docket, as of the date of this filing. This filing was made via email to the Orange County Judiciary and emailed to:

Barney Brannen (counsel for Defendant Trini Brassard), Richard Windish (counsel for Plaintiff), Todd Steadman (counsel for Defendant Courtney Brassard), and Brian Falzo. The certificate of service included by Defendant Daniel Brassard with his filing states he served the undersigned. That is false, the Defendant did not email this filing to the undersigned. See, August 7, 2025, Email from Dan Brassard, attached hereto as **Exhibit 1**.

5. Defendant states in his Opposition Motion that he “assembled the documents and mailed the instructions to access the Dropbox on June 5, 2025.” Our firm received a certificate of service from Defendant on June 5, 2025, without any documents. See, June 5, 2025, Email from Dan Brassard, attached hereto as **Exhibit 2**. The June 5, 2025, certificate of service certifies that Defendant Daniel Brassard “mailed discovery documents per court order received 5/5/25.” However, Defendant’s opposition motion states that he mailed instructions to access a Dropbox link.

6. On June 9, 2025, my office received a mailing from Defendant that included a one page document with a hyperlink and the following message: “Please use the following URL to access the discovery documents per court order received on 05/05/25.” See, June 9, 2025 Document from Dan Brassard, attached hereto as **Exhibit 3**.

7. On June 10, 2025, my office was still unable to retrieve these documents since the URL did not function properly and we reached out to Defendant requesting a different method to access his production. Defendant did not respond to anyone except Richard Windish, and only gave Richard Windish access to these documents via email on June 10, 2025.

8. Defendant produced bank statements for his personal account along with deposited checks, but in many instances the deposited checks are illegible. The production

included document labeled with Bates numbers DB00001 – DB00995. Included in this production were substantial redactions, which prompted the current discovery dispute.

9. On July 20, 2025, Defendant communicated with Richard Windish (and the other parties) to inform us that Brassard Sugarworks and Maple Supply LLC bank statements were added to the Dropbox folder, and asked for reimbursement for his bank fees to obtain these statements. See, July 20, 2025 Email between R.Windish and D.Brassard, attached hereto as **Exhibit 4**.

10. The documents produced included in the July 20, 2025 production from Defendant are Bates labeled documents DB00996 – DB01133. There are no deposited checks or deposit slips in this production.

11. On July 24, 2025, Defendant produced copies of unredacted deposited checks for his personal account. However, this “amended” production does not cure the defect in Defendant’s original production made June 10, 2025. Plaintiff listed a Bates label range of documents that were inappropriately redacted in its July 11, 2025 letter. See, Exhibit C to Defendant Daniel Brassard’s Opposition Motion. The documents he produced on July 24, 2025, are not the same documents.

12. For example, Defendant produced a document with Bates label DB00041 on June 10, 2025. This document includes illegible checks, and two of these checks contain redactions. See, June 10, 2025 partial production from Defendant Daniel Brassard, relevant portion attached hereto as **Exhibit 5**. The only check produced on July 24, 2025, that appears to match the original production was the top check on page DB00041, which was not redacted originally. *Id.* Due to the illegibility of the original production, there are many instances where checks are not readable.

13. Additionally, Defendant asserts he redacted checks to protect his customer list; however, a majority of the redacted checks were from either the Decedent or Brassard Construction (a business owned by his parents). See, June 10, 2025 partial production from Defendant Daniel Brassard, relevant portion attached hereto as **Exhibits 6 and 7**.

14. Defendant originally produced a document with Bates label DB00054 on June 10, 2025. **Exhibit 6**. This document is mostly illegible, but there is one deposited check with redactions on that page. *Id.* On July 24, 2025, Defendant produced an unredacted version of this check with Bates label DB20006. *Id.* Defendant also redacted a check produced on June 10, 2025 with Bates label DB00078. *Id.* After Plaintiff filed the pending motion for sanctions, Defendant produced the unredacted version with Bates label DB20018. *Id.* These were both checks written by Defendant Trini Brassard out of the Decedent's checking account to Defendant Daniel Brassard. *Id.*

15. Further, Defendant redacted other checks that were payments to him from his parents' construction business, and Plaintiff was forced to run down unredacted versions and seek court intervention to obtain this information. See, June 10, 2025 partial production from Defendant Daniel Brassard, relevant portion attached hereto as **Exhibit 7**.

16. Defendant's production is illegible. See, **Exhibit 5, 6, and 7**. Plaintiff is unable to determine if the unredacted checks are all the same checks included in the original production as redacted checks due to this illegibility. However, Plaintiff has discovered that some of the reproduced checks were not originally redacted. **Exhibit 5**.

17. Defendant has not reproduced unredacted versions of the original production set, but reproduced some deposited checks in unredacted format with different Bates labels and in a different format. See, **Exhibit 5, 6, and 7**.

