MAINE SUPREME JUDICIAL COURT

Sitting as the Law Court
Docket No. Pis-24-169

MOOSEHEAD MOUNTAIN RESORT, INC. ET AL.
Plaintiffs-Appellants

v.

CARMEN REBOZO FOUNDATION, INC.
Defendant-Appellee

On Appeal from a Judgment of the Superior Court, Piscataquis County

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BRIEF OF APPELLANT

Jonathan M. Flagg, Esq.
Maine Bar No. 3766
Flagg Law, PLLC
93 Middle Street
Portsmouth, NH 03801
603.766.6300
Attorney for Plaintiffs-Appellants

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STATEMENT OF THE FACTS

1. On June 20, 2007, Plaintiff Moosehead executed and delivered to Machias Savings Bank (hereinafter "Machias"), a certain promissory note for the sum of $6,350,000 (hereinafter referred to as the "Note") and a Mortgage of even date to Machias as lender to secure said Promissory Note, which mortgage deed is recorded in the Piscataquis County Registry of Deeds at Book 1849, Page 4. On or about June 20, 2007, OFLC executed and delivered to Machias Savings Bank (hereinafter "Machias"), a certain guaranty to the promissory note for the sum of $6,350,000 (hereinafter referred to as the "Guaranty") and a Mortgage of even date to Machias as lender to secure said Guaranty and therefore Promissory Note, which mortgage deed is recorded in the Piscataquis County Registry of Deeds at Book 1849, Page 37. See Appellants' Motion for Further Settlement Conference dated May 4, 2023, Appendix p.71-73.

2. James Confalone, a principal of Appellants, had decades long business and personal relationships with Charles "Bebe" Rebozo, a Florida businessman and banker, and they did multiple real estate projects together where Confalone would borrow from Rebozo, develop land, and then sell and pay Rebozo. In January of 2013, after Bebe Rebozo passed away, Confalone approached Fred Rebozo about buying the Machias notes and mortgages. See Appellants' Motion for Further Settlement Conference dated May 4, 2023,

Appendix p.73.

3. Confalone's business model with the property (which is not income producing) and that is secured by the Rebozo mortgages, has always been to sell off portions, with one-half the proceeds to pay down the Appellee Rebozo's mortgages and obtaining partial releases of the mortgages as property was sold on the loans, and the other half to Confalone to pay interest on the Rebozo notes and the remainder to live on. This business model has been in place and followed by Rebozo and Confalone and Machias since the inception of the loans. Aside from Social Security, this is Confalone's sole source of income. Appellants cannot make interest payments on the loans without being able to sell off property. See Appellants' Motion for Further Settlement Conference dated May 4, 2023, Appendix p.73.

4. On January 6, 2013, Confalone had this exchange with Fred Rebozo about buying the loans:

> From: <bigsquaw@aol.com>
> Date: Sun, Jan 6, 2013 at 5:12 PM
> Subject: Letter
> To: <frebozo@bellsouth.net>
>
> Fred I think this covers it, correct me if I missed anything. I am sending you this and a copy of the mortgages. If it is correct I will send it to your attorney. I am sending your attorney a copy of the mortgages also. $3,500,000 First mortgage on (a)(b)(c) properties

(a)Moosehead Mountain Resort Inc. property (1,212 +/-ac) land i.e. Marina on Moosehead Lake, Maine.
(b)OFLC Inc. property (aprox.5,200+/-ac.) which includes 550+/-ac Mountain View Pond and Mountain View Farm, less 36ac sold for $4,250,000 and less approximately 50 ac sold for $3,300,000.
(c)Olde Florida Land Company Inc. property (aprox.220 ac +/-) of Moose Island, Maine. The whole island is approx. 340 ac.
Mortgage terms:
5 year term payable @ 6% interest only paid monthly balloon payment at the end of the 5 year term. There is no prepayment penalty…..
In the event land sales are made on the other two parcels (OFLC, Inc. and Olde Florida Land Co. Inc. properties) secured by the existing first mortgage while the mortgage is still in place and not paid off, then the Rebozo Foundation shall receive ½ of the sales price, less R/E commission if a R/E broker effectuates a sale, which shall be paid toward the existing first mortgage with the balance of sales price paid to James Confalone. [emphasis added]

Confalone and Rebozo proceeded to act in accordance with this agreement. See Appellants' Motion for Further Settlement Conference dated May 4, 2023, Appendix p.73-74.

5. Machias assigned its interest in and to said mortgages and notes to Appellee, by Assignment dated April 10, 2013. Once the parties had reached the above agreement in January of 2013. See Appellants' Motion for Further Settlement Conference dated May 4, 2023, Appendix p.74.

6. Over the next 9 years, Appellants sold off 5 properties, each time taking the proceeds and paying half to Rebozo to pay down the notes and getting partial releases of the mortgages, and giving Confalone the other half of the proceeds pay interest on the Rebozo loans and to live on. See Appellants' Motion for Further Settlement Conference dated May 4, 2023, Appendix p.74.

7. In fact, on one such land sale, attorney Bertrand, Rebozo's Florida attorney, corrected the closing company and explained how the proceeds from one sale would be split 50/50:

> From: **VMBLAW** <vanessa@vmblaw.net>
> Date: Tue, Mar 27, 2018 at 1:12 PM
> Subject: Re: OFLC, Inc. to A. Moskovitz-Big Moose TWP
> To: Tracy <tracy@bloomerrussell.com>
> Cc: bigsquaw@aol.com <bigsquaw@aol.com>, Fred Rebozo <FREBOZO@bellsouth.net>
>
> Tracy,
>
> Pursuant to the agreement between the parties the net proceeds are calculated using the Sale Price minus the real estate commissions. Therefore pay off amount should be $65,800.
>
> Purchase Price $140,000 Minus Commission $8,400 = $131,600 divided by 2 = **$65,800**
>
> Vanessa M. Bertran, Esq.
> Vanessa M. Bertran, P.A.
> 250 Catalonia Ave, Suite 304
> Coral Gables, Florida 33134
> Office: 305-445-9660
> Fax: 305-445-9680
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> www.vmblaw.net

See Appellants' Motion for Further Settlement Conference dated May 4, 2023, Appendix p.74-75.

8. In 2020 a dispute arose between the parties as to the correct balance on the loan when it came time to sell another parcel off (which would have paid off the Rebozo loan completely), and the parties ended up in the Superior Court.

9. Mediation of the within action took place on June 30, 2022, and the parties reached a settlement agreement. See Order Enforcing Settlement Agreement dated and entered March 26, 2024, and Exhibit A attached thereto. Appendix, p. 63, specifically pp. 68-69.

10. On September 22, 2022, Attorney Cloutier stated in an email to the undersigned and Clerk Richardson, "I would say we should be able to refocus on getting the settlement documents finalized and filed within the next 30 days, at the latest."

11. Attorney Cloutier did nothing.

12. This Court issued an Order on November 21, 2022, requiring the parties to file docket markings by December 21, 2022. Appendix, p.1.

13. On December 1, 2022, the undersigned wrote to attorney Cloutier: "This order says our case will be dismissed with prejudice if we don't file anything else, but our attached agreement requires that anyway. Are you envisioning that we need to execute any more documents as far as the court is concerned? What other

documents do you envision preparing?". On the same date, Attorney Cloutier responded: "We need to draft and execute a settlement agreement with relevant attachments, as I discussed in our last email exchange, where I invited you to take a stab at it as well. If you are uncertain as to what is involved, I will commit to drafting proposed documents by the end of next week." The undersigned responded on December 1: "take a shot at whatever you want." On December 1, 2022, Attorney Cloutier responded: "I will get you something as soon as I can."

14. On December 9, 2022, the undersigned's paralegal said to Attorney Cloutier: "Following up to see where we stand on this?? Deadline to file Docket Entries is coming up quickly. We have to get something in the mail to the Court by Monday so that we are sure to not miss the deadline for it to get in front of the Judge. Please advise ASAP. Thank you."

15. The undersigned's office followed up with attorney Cloutier on December 13, 2022: "Please advise as to the status of docket entries being filed with the Court. They are due THIS THURSDAY 12/15/22. Time is of the essence to say the least. Please respond by 5pm today or we will have no choice but to file something ourselves. We look forward to your response. Many thanks."

16. On December 13, 2022, Attorney Cloutier responded: "What the parties usually file with the Court is a stipulation of dismissal, which is done after the settlement agreement is all executed. We will need to file a motion to extend

the time for doing so, which is commonly granted. I have a form motion and will file it so the court gets it by Thursday and will copy you all."

17. It is attorney Cloutier who wanted to do a settlement agreement somehow different from what was signed at settlement. It is attorney Cloutier who wanted some undetermined stipulation. It is attorney Cloutier who wanted to modify loan documents.

18. On December 15, 2022, the undersigned wrote to the Clerk and attorney Cloutier as follows:

> **From:** Jon M Flagg <jflagg@flagglawfirm.com>
> **Date:** Thursday, December 15, 2022 at 3:16 PM
> **To:** Lisa Richardson <lisa.richardson@courts.maine.gov>
> **Cc:** Teresa Cloutier <teresa@cclawme.com>, Jaimee Ruccolo <jruccolo@flagglawfirm.com>
> **Subject:** FW: URGENT RESPONSE NEEDED - RE: Message from "DovCC-Clerks" Moosehead Mountain vs Rebozo SCCV-21-05
>
> Lisa,
> At the bottom of this chain is your email saying we needed to file docket entries by December 18 (the 19th since the 18th is a Sunday). As you can see below, I have tried desperately to get attorney Cloutier to cooperate on this, but she has failed to act. For the life of me, I cannot figure out what she thinks we need to file since we have an enforceable agreement (you have a copy in your file), but she just won't act. Would you please bring this to the Court's attention so that the plaintiff is not prejudiced? If attorney Cloutier is going to file a motion to extend, I have no idea why and why she has not gotten whatever it is she wants to do done in the last 28 days.

19. On December 15, 2022, attorney Cloutier again promised to act:

> **From:** Teresa Cloutier <teresa@cclawme.com>
> **Sent:** Thursday, December 15, 2022 3:44 PM
> **To:** Jon M Flagg <jflagg@flagglawfirm.com>; Lisa Richardson <lisa.richardson@courts.maine.gov>
> **Cc:** Jaimee Ruccolo <jruccolo@flagglawfirm.com>
> **Subject:** Re: URGENT RESPONSE NEEDED - RE: Message from "DovCC-Clerks" Moosehead Mountain vs Rebozo SCCV-21-05
>
> Good afternoon Lisa:
>
> I am sorry you are being dragged into the details of this matter. We will either file a motion to extend by the relevant deadline (which I discovered was not today) or provide some other appropriate communication with the Court for action.
>
> Thanks.

20. Desiring to comply with the Court deadlines, the undersigned emailed the Clerk and attorney Cloutier on December 15, 2022:

> **From:** Jon M Flagg <jflagg@flagglawfirm.com>
> **Date:** Thursday, December 15, 2022 at 5:07 PM
> **To:** Teresa Cloutier <teresa@cclawme.com>, Lisa Richardson <lisa.richardson@courts.maine.gov>
> **Cc:** Jaimee Ruccolo <jruccolo@flagglawfirm.com>
> **Subject:** RE: URGENT RESPONSE NEEDED - RE: Message from "DovCC-Clerks" Moosehead Mountain vs Rebozo SCCV-21-05
>
> Lisa,
> I just sent this settlement agreement and mutual release to Teresa to sign and file. I will do the same. Also attached are docket markings. I will sign my copies and mail to the court tomorrow. Teresa can do the same. Thanks for following up on this case.

21. Attorney Cloutier responded to the undersigned and the Clerk:

> **From:** Teresa Cloutier <teresa@cclawme.com>
> **Sent:** Thursday, December 15, 2022 5:27 PM
> **To:** Jon M Flagg <jflagg@flagglawfirm.com>; Lisa Richardson <lisa.richardson@courts.maine.gov>
> **Cc:** Jaimee Ruccolo <jruccolo@flagglawfirm.com>
> **Subject:** Re: URGENT RESPONSE NEEDED - RE: Message from "DovCC-Clerks" Moosehead Mountain vs Rebozo SCCV-21-05
>
> Jon
>
> The rules do not permit filing by email and all Lisa can do is pass along proper filings to the Court. However, since you have looped her in again, I will state that I do not agree with this submission and I will not be signing it.

22. The undesigned mailed the hard copies to the Court. Attorney Cloutier signed no stipulation of dismissal, drafted no further settlement agreement or loan modification documents, and filed no motion to extend. See Appendix, pp 9-14.

23. The Court, apparently having overlooked the attached filings dated December 16, 2022, issued a February 6, 2023, Order dismissing this case with prejudice on the basis that "no docket entries having been filed". Appendix, p. 1.

24. Appellant filed a Motion for Reconsideration and to Vacate Settlement Agreement dated February 10, 2023. Appendix, p. 3.

25. Appellee filed an Objection to Reconsideration and a Cross Motion to Enforce Settlement Agreement dated March 6, 2023. Appendix, p. 15.

26. Appellee then sent a Modification Agreement and Release and a separate Allonge to Promissory Note to Appellants on April 21, 2023. Appendix p.51-61.

27. When Appellants received the settlement/modification documents from the Appellee in APRIL 2023 (a full 10 months after the June 2022 settlement agreement – See Appendix p.51) Appellants wanted to make sure that the written agreement from 2013 and the course of conduct between the parties since 2007 would remain in effect and requested the following language in the settlement documents:

> **If the Borrower finds a buyer for a portion of the mortgaged premises, the parties will continue with the previous procedure of one half of the proceeds, less brokerage and fees, will go to the lender to pay down the principle of the mortgage with lender executing a partial release of the mortgage for the property being sold, and the other half of the net proceeds will be retained by borrower, and the monthly interest payments will be adjusted accordingly. This provision simply confirms what both Machias and the Foundations have done since the inception of the loan.**

See Appellants' Motion for Further Settlement Conference dated May 4, 2023, Appendix p.75. See also Appellee's draft Modification Agreement and Release, Appendix p. 51 and Appellee's draft Allonge to Promissory Note, Appendix p. 60.

28. Appellees agreed that they will consider partial releases in the future but did not agree to mandate them or allow Confalone to keep half the proceeds

from each sale to live on and to pay Rebozo interest on its loans. Without embodying the written agreement and the course of conduct into the written settlement documents that Appellee drafted, Appellants will default because his business model is to live off the land sales and to be able to pay the Rebozo mortgage payments. These land sales are his sole source of income. See Appellants' Motion for Further Settlement Conference dated May 4, 2023, Appendix p.76.

29. To be absolutely clear, this has nothing to do with the prior Profit Participation Agreement. That was a separate agreement on one of the 3 properties only where Rebozo would share in profits rather than take the proceeds to pay down the loan. Both parties have abandoned that agreement and it is not part of this settlement (except to say that it no longer exists). The agreement that Appellants want to maintain, and must maintain, is to have half the proceeds of each sale go to Rebozo to pay down the principal, and half to Confalone to pay the Rebozo interest on its loans and to live on. See Appellants' Motion for Further Settlement Conference dated May 4, 2023, Appendix p.75.

30. Appellants filed a Motion for Further Settlement Conference dated May 4, 2023 (Appendix, p. 71) and Appellees filed an Objection dated May 30, 2023. Appendix, p. 43.

31. A further settlement conference was held on August 30, 2023, but further settlement was not reached.

32. On March 22, 2024, a non-evidentiary zoom hearing was held on Appellants' Motion to Enforce Settlement Agreement and Appellee's Objection and Cross Motion.

33. The Superior Court dated and entered an Order Enforcing Settlement Agreement on March 26, 2024. See Appendix, p.63.

ISSUES PRESENTED FOR REVIEW

WHETHER THE PARTIES MUTUALLY INTENDED TO BE BOUND BY TERMS SUFFICIENTLY DEFINITE TO ENFORCE.

SUMMARY OF ARGUMENT

The Devil was in the details. The parties entered into a settlement agreement at mediation that required a release of all claims, dismissal with prejudice, and an amendment of the note to change the term to 5 years at 6% interest only with a balloon in 5 years, "all to be secured by the existing security documents". Appellee then eventually (10 months after settlement) drafted an 8-page, single spaced "Modification Agreement and Release" and a 2-page Allonge to Promissory Note, none of which contained the written terms of the agreement to allow Appellant to pay down the loan through sales of portions of the property and accompanying partial releases of the mortgage. Of course, the parties could not spell out every note and mortgage right and obligation in their one-page, 5-paragraph mediation settlement agreement. Throughout this litigation, this had never been an issue, so the parties did not address it in the 1-page settlement agreement. When asked to incorporate the January 6, 2013, written provision for loan paydown into the documents Appellee drafted, Appellee refused. The Appellee tried to change the loan documents AFTER the mediation. The Superior Court should not have enforced the Settlement because the parties did not have a meeting of the minds as to a provision of the loan agreement that the Appellee refused to include in the post-settlement documents it drafted. This is not something that the Appellant

could possibly have anticipated at mediation. The March 26, 2024, Order should be reversed, and the case should be remanded to the trial court for trial.

ARGUMENT

As this Court held in *Congress Realty v. Wise*, 106 A.3d 1131, 1133-1134 (2014) "Settlement agreements are analyzed as contracts, and the existence of a binding settlement is a question of fact." In re. *Estate of Snow,* 2014 ME 105, ¶ 11, 99 A.3d 278 (quotation marks omitted). For a settlement agreement to be binding, the parties must have mutually intended "to be bound by terms sufficiently definite to enforce." *Id.* (quotation marks omitted). When parties report to the court that they have reached a settlement and have memorialized the terms of the agreement and expressed clear consent to those terms, "that settlement becomes an enforceable agreement and, upon acceptance by the court, is incorporated as a judgment of the court." *Muther v. Broad Cove Shore Ass'n,* 2009 ME 37, ¶ 7, 968 A.2d 539. If a release is "absolute and unequivocal" in its terms, it "cannot be explained by parol evidence and must be construed according to the language that the parties have seen fit to use." *Norton v. Benjamin,* 220 A.2d 248, 253 (Me.1966) (quotation marks omitted)."

In the case before this Court, the trial court should have reached the same conclusion that the Superior Court did in *Willeger*: "The court also has lingering questions about the import of ¶ 6 of the Settlement Agreement." *Thomas v. Willeger*, SUPERIOR COURT DOCKET NO. HOUSC-RE-16-003 (Me. Super.

March 27, 2018). The *Willeger* Court observed: "Subsequent to mediation, the attorneys began drafting the various documents perceived to be necessary to implement their settlement. It appears that each side believed that a settlement had been achieved. However, during the exchange of documents, the Appellees presented a proposed deed to the Appellants, the terms of which called for the Appellants to convey a property interest to the Appellees in that part of the gravel Pratt Cove Road that apparently fell upon land actually owned by the Appellants and thereafter, things began to unravel.3..." *Thomas v. Willeger*, SUPERIOR COURT DOCKET NO. HOUSC-RE-16-003 (Me. Super. March 27, 2018). The *Willeger* Court concluded, as this Court should, that "On the basis of the written submissions before it, this court is left with too many unanswered questions to permit it to declare as a fact that on June 16, 2016, the parties shared a sufficiently precise and definite common understanding of the essential terms of their "settlement agreement" to permit the court to enforce it at the behest of either party. In this court's view, it remains an open question regarding whether the parties had achieved a true meeting of the minds at their mediation. When the written submissions, without more, do not disclose the existence of a binding settlement agreement as a matter of law, an evidentiary hearing is required to afford the trier of fact a fuller evidentiary basis to determine if the parties had reached a binding settlement agreement. (See *Marie v. Renner*, 2008 ME 73, 946

A.2d 418)." *Thomas v. Willeger*, SUPERIOR COURT DOCKET NO. HOUSC-RE-16-003 (Me. Super. March 27, 2018).

The same thing happened in this case. The parties thought they had an agreement. Then Appellee started changing the terms of the written loan agreement and trouble began. An essential written and practiced (multiple times) agreement that Appellant could pay down his loan by sales of portions of the property, and keep some proceeds from each sale to live on, is in fact undisputed. Even the Appellee's counsel agreed when she said in 2018:

> "Tracy,
> Pursuant to the agreement between the parties the net proceeds are calculated using the Sale Price minus the real estate commissions. Therefore pay off amount should be $65,800.
> Purchase Price $140,000 Minus Commission $8,400 = $131,600 divided by 2 = **$65,800".**

See Appellants' Motion for Further Settlement Conference dated May 4, 2023, Appendix p.74-75.

As the parties agreed in 2013 BEFORE Appellee bought the loans from Machias Savings: "In the event land sales are made on the other two parcels (OFLC, Inc. and Olde Florida Land Co. Inc. properties) secured by the existing first mortgage <u>while the mortgage is still in place and not paid off, then the Rebozo Foundation shall receive ½ of the sales price, less R/E commission if a R/E broker</u>

effectuates a sale, which shall be paid toward the existing first mortgage with the balance of sales price paid to James Confalone. [emphasis added]" Appendix, p.73.

As this Court has held: "At most, it was an agreement to confer within a year to negotiate the terms of an arrangement for sharing their children's educational expenses. The Superior Court could order specific performance of paragraph 5 only by supplying, on its own, critical contractual terms as to which the parties never had a meeting of the minds. The judgment here on review violates "the fundamental policy that contracts should be made by the parties, not by the courts, and hence that remedies for breach of contract must have a basis in the agreement of the parties." Restatement (Second) of Contracts § 33 comment b (1981)." *Ault v. Pakulski*, 520 A.2d 703 (Me. 1987). As the Superior Court has held in *Akin*: "The Court finds the parties merely entered into an "agreement to agree" when they agreed to draft and sign an easement authorizing the discharge of water in the "new discharge area." Based on the parties' differing interpretations of this critical term, the Court could only order specific performance of the settlement agreement "by supplying, on its own, critical contractual terms as to which the parties never had a meeting of the minds," *Ault*, 520 A.2d at 705, and the settlement agreement as written is therefore unenforceable. The agreement provides only a vague description of the location of the easement, leaving this material term to be more fully determined at a later date. Clearly, during the process of attempting to come

to agreement on this material term, the negotiation broke down, necessitating the filing of the motions now before the Court." *Akin v. Auburn Water Dist.*, SUPERIOR COURT CIVIL ACTION DOCKET NO. CV-16-101 (Me. Super. March 27, 2018).

The lower court in this case got it wrong when it held in the last paragraph of Appendix p. 65 that the agreement to pay down the mortgage by splitting the proceeds of sales between Confalone and Appellee was a dispute "already in existence by 2020. The judicial settlement conference held in June 2022 was the time to raise all issues, yet the settlement agreement is silent on this issue". This could not be further from the facts. See 2021 Complaint Appendix, p. 79. In 2020, the dispute was over the full amount of the payoff for the whole loan. The payoff bounced around by a difference of over $1,000,000 depending on what day Rebozo was asked for a payoff. Nailing down the exact amount of the total payoff was the purpose of the 2021 complaint. See appendix, p.79. The PROCESS of a paydown using half the proceeds was never an issue. And that's why it was not included in the June 2022 settlement. No one thought the Appellees would change OTHER terms of the written loan agreement. In fact, over the life of the loan with Appellee, the process worked perfectly at least 5 times! Properties sold, the net proceeds went half to pay down the loan and half to Confalone to live on. What came up AFTER the judicial settlement in June of 2022 was Appellee desiring to end this

written and practiced agreement. In fact, the Superior Court punted the issue of partial paydowns at Appendix, p. 66: "To be clear, the court is not at this time offering any view or making any rulings regarding the partial payment/partial release of mortgage arrangement, and whether or not that prior arrangement is in fact a binding agreement. The court merely points out that the terms and conditions of the note and mortgage not amended by the settlement agreement remain in effect". In a footnote on Appendix p. 66, the Court held that "even if Appellants have to bring a new action to enforce their interpretation of the agreement, the issues will be narrower".

The response to the footnote is twofold: first, the Appellant cannot go find a buyer KNOWING that Appellee will not abide by the 11-year agreement and practice. Once he finds a buyer (which takes a lot of effort), the Appellee will decline a partial paydown/partial release, the Appellant will lose its buyer, and the Appellee will trot right off to a foreclosure auction of the whole property, and Appellant won't be able to do a thing about it. Second, if the settlement agreement is so clear, and the dispute therefore "narrower", why not go to trial, or at least have an evidentiary hearing on the "narrower" issue? Why force the Appellant through the hoops of finding a buyer, obligating themselves to a P&S and commission, only to be rebuked by the Appellee, lose the buyer, and then face

foreclosure and THEN file a whole new suit just to get right back where we stand today? That does not sound a whole lot like “judicial economy”.

CONCLUSION

For the foregoing reasons, the Superior Court Decisions should be reversed, and the case remanded for trial.

Respectfully Submitted
Moosehead Mountain Resort, Inc.,
and OFLC, Inc.
By their Attorneys,

Dated: August 1, 2024.

By: _____
Jonathan M. Flagg, Esq.
Maine Bar No. 3766
Flagg Law, PLLC
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Portsmouth, NH 03801
603.766.6300
jflagg@flagglawfirm.com

CERTIFICATE OF SERVICE

I hereby certify that two (2) copies of the foregoing and one (1) copy of the Appendix were this day mailed by USPS first-class mail postage prepaid to Teresa M. Cloutier, Esquire, Cloutier Carrillo, PO Box 224, Augusta, Maine 04330 and a copy of the electronically filed version of the foregoing and Appendix were emailed to Teresa M. Cloutier, Esq. at teresa@cclawme.com.

Dated: August 1, 2024.

By: _____
Jonathan M. Flagg, Esq.
Maine Bar No. 3766