

**STATE OF MAINE
MAINE SUPREME JUDICIAL COURT
SITTING AS THE LAW COURT**

LAW COURT DOCKET NO. BCD-25-103

JOHN VENEZIANO,

Appellee,

v.

BERNARD SAULNIER,

Appellant.

**ON APPEAL FROM THE BUSINESS AND CONSUMER COURT
(CUMBERLAND)**

BRIEF OF APPELLEE: JOHN VENEZIANO

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Merriam Webster, <https://www.merriam-webster.com/dictionary/payable>
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INTRODUCTION

This case involves Mr. Bernard Saulnier’s elaborate scheme to avoid paying his creditor a \$3,500,000.00 judgment, while still working as a real estate developer, receiving value for that work, and enjoying a high standard of living. (*see* A. 11-13.)

PROCEDURAL HISTORY AND STATEMENT OF FACTS

A. General

Appellee and judgment creditor, Mr. John Veneziano (“Veneziano”), has a money judgment against Appellant and judgment debtor, Mr. Bernard Saulnier (“Saulnier”), in the current principal amount of \$3,450,000. (A. 10, 14.) The judgment was issued by the bankruptcy court on March 29, 2021. (A. 14; Disclosure Hearing (“D.H.”) Tr. 35:18-25.) The amount of the judgment and remaining principal amount is not in dispute. On February 11, 2025, by request of Veneziano, the Business and Consumer Court held a disclosure hearing (the “Hearing”) pursuant to the Enforcement of Money Judgments Act, 14 M.R.S. §§ 3120-3138 (the “Act”). (A. 6, 10). At the time of the Hearing, only \$50,000.00 had been paid towards the 3.5-million-dollar judgment. (D.H. Tr. 36:1-9.) Both Veneziano and Saulnier appeared at the Hearing and were represented by counsel. (A. 10.) (D.H. Tr. 1:14-16). Saulnier was the only witness to provide testimony. (D.H. Tr. 1:21-2:1.)

B. Testimony Before the Court

1. Saulnier's Income and Earning Potential

Saulnier testified that from 2012 to 2015 he grossed about one million dollars, or about \$333,000 per year as a real estate developer in southern Maine. (D.H. Tr. 38:12-39:6.) He believes that from 2015 to 2018 he made approximately the same amount. (D.H. Tr. 39:15-22.) From 2019 to 2020, Saulnier began working for Mr. Ted Moore, providing “free” consulting work. (D.H. Tr. 4-0:7-42:24.)

The Court heard testimony from Saulnier that he is currently employed as a consultant by Saco Riverside, LLC, a real estate development company owned by Mr. Moore that is developing twenty-four condos along the Saco River in Saco, Maine. (D.H. 5:23-6:2, 8:25-9:24.) At the time of the hearing, Saulnier received a reported salary of \$40,000.00 a year with no benefits. (D.H. 6:2-23.) The salary is paid by 110 Main Street Holdings, LLC, also owned by Mr. Moore. (D.H. 113:19-25.) Saulnier usually cashes his check and gives it to his wife, Alissa Saulnier, and she puts it in her bank account. (D.H. Tr. 5:16-22; 115:5-17.) Saulnier states that he has no access to his paychecks once he gives them to his wife, and that he gives them to her because she pays their bills and he is permitted to use her credit card. (D.H. Tr. 115:4-116:1; 121:4-25.)

Saulnier also received a one-time \$50,000 bonus from Mr. Moore that went towards the judgment but testified that “I don’t see any bonuses coming in the future.

When this judgment is hung over my head, Mr. Moore is not doing anything but what he's doing, is paying me a salary.” (D.H. Tr. 44:13-45:5.) Mr. Saulnier further testified that he has provided property management services to 110 Main Street Holdings, LLC, but has not been compensated for that work. (46:1-18.) Saulnier also testified that his sons are currently developing a project at 800 Portland Road in Saco and that he is doing consulting and permitting work for them for free. (46:19-47:21.)

Mr. Saulnier stated that he knows his value as a developer is approximately \$350,000 a year and that he knows this because a major Massachusetts company that he worked for in the past offered him a job for “\$350,000 a year with benefits, truck allowance, insurance paid, 401(k)” but he refused it. (D.H. Tr. 58:7-12.) When asked whether Mr. Moore should be paying him \$350,000 a year, Saulnier stated, “I’d say yes.” (D.H. Tr. 58:13-18.) Saulnier testified that he believes his current compensation from Mr. Moore of \$40,000.00 is fair because of “everything [Mr. Moore] does for my family[.]” (D.H. Tr. 57:6-9.) For instance, Saulnier testified that he “provided a lot of free work to Mr. Moore” because:

Well, Mr. Moore is very good to my family. He – my sons and my wife both have an office that’s probably worth \$3,000 a month. One of my sons gets free rent from Mr. Moore for being on site after hours, taking care of a lot of issues for – emergency issues. My other sons gets dollars off his rent. They have a warehouse that he doesn’t charge them for because they – they do work for him. So when I add up everything Mr. Moore does for them, I felt obligated I should be doing something for him.

(D.H. Tr. 41:24-42:24; 80:11.)¹ As another example, Mr. Moore allows Saulnier, his wife, and his sons to use a commercial office space in Saco for free. (D.H. Tr. 91:23-92:4.) Saulnier testified that he is not charged rent and “that lease should be about \$3,000 a month, to be honest with you. And we don’t charge – we pay zero That’s why I’ve done some work for free for him.” (D.H. Tr. 91:24-92:4.) Saulnier agreed that Mr. Moore has been “a very generous benefactor to [the Saulnier] family.” (D. H. Tr. 41:22-24.)

2. Nature Of Saulnier’s Current Work

Mr. Saulnier describes his job title as a “consultant” and regularly refers to himself as Mr. Moore’s employee. (D.H. Tr. 6:3; 97:11-13; 113:10-14; 120:8-10.) It appears that consulting in this context means assisting with permitting, entitlements, and approvals for development projects. (D.H. Tr. 47:16-17; 62:4-5; 69:1-4.)

Despite his status as “employee,” the trial court saw several instances in which Saulnier suggested to others that he has an ownership interest in the Saco Island Project. One such example is an email from Saulnier to a contractor in which Saulnier referred to Mr. Moore as his “partner” on the Saco Island project, but

¹ Similarly, later in the hearing, the following exchange occurred:

Q: So this is more of the free work you provided to Mr. Moore?

A: Again, as I stated, Mr. Moore has done a lot for my family. He’s also recently given my sons a loan so they can do entitlement work. So out of good faith, I showed him what I can do. He’s been treating us the same way. And like I said, it – it paid off because he’s done a loan with my sons to be able to try to purchase a piece of property.

....

Q. And your sons benefit[] you by giving you a car to use on a daily basis, is that fair?

A. If I need it. (D.H. Tr. 81:12-20; 82:7-9.)

Saulnier testified that “[i]t’s just how it came out and how I worded it about Mr. Moore. He’s – I’m not his partner, but it’s just how I worded it.” (D.H. Tr. 51:12-52:8.) The Court also saw an email from Saulnier to the City of Saco in which Saulnier stated, “I own multiple properties, pay more taxes than her, and she gets a pass.” (D.H. Tr. 55:10-13.) Saulnier testified that “I wasn’t lying [to the City of Saco]; I was just talking – they know I’m involved with a lot of projects with Mr. Moore in Saco. So it’s the way I word it, and it’s – it is what it is I’m the face of all the projects Mr. Moore has, okay, so people think I’m the face, so it’s the way I worded it. I don’t own the properties.” (D.H. Tr. 56:5-20.)

3. Avoidance of Reportable Income

Saulnier testified that Mr. Moore is considering having Saulnier build him a building but “Moore is probably not going to move forward if, again, I do not have an agreement in place with this judgment. So as of right now, that’s on hold.” (D.H. Tr. 48:13-19.) Saulnier testified that Mr. Moore is “not going to watch me go build a project to give all the money to your client.” (D.H. Tr. 119:14-19.)

Other individuals and businesses have approached Saulnier about doing work but Saulnier testified that “But again, you know, I have multiple groups, been very transparent about the judgment. And you know, no one’s going to move forward with me unless this judgment has an agreement where, you know, if I’m going to go do some work for someone, I’m going to be able to make some money myself. I’m

not going to just, you know, do it for free. If I'm going to build a building for someone that takes three years with a lot of brain damage, there needs – I need to be compensated somehow and have some, you know, incentive to want to do it.” (D.H. Tr. 49:1-14.)

4. Other Assets

The Court heard testimony from Saulnier that he owns virtually nothing and has no accounts of value in his own name. (D.H. 25:13-35:1.) Saulnier testified that he has no ownership interest in a house, furniture, appliances, tools, valuable jewelry, lawn equipment, motorized vehicle, or phone. (D.H. 25:13-29:15). Saulnier effectively testified that his home and all items therein or thereabout are owned by his wife. (D.H. 5:16-22; 25:13-29:15) Saulnier testified he does not own any items worth over \$500.00.² (D.H. 27:5-6.) Saulnier has permission to use his wife's Amex credit card, and she pays for his daily expenses such as food, entertainment, gas, et cetera. (D.H. Tr. 32:19-25; 111:8-15.) Saulnier testified that he doesn't need to work, and his wife is the “breadwinner,” making about \$150,000 a year from one company and holding a contract worth \$500,000 with Mr. Moore. (D.H Tr. 35:9-14; 36:17-37:11.)

² Late in the Hearing, it came out that the City of Saco is holding \$50,000.00 in escrow that Mr. Saulnier claims is his money. (D.H. Tr. 108:8-109:16.) The Court granted Veneziano's request for a hold and answer order regarding the \$50,000 in escrow, which has not been challenged in this appeal.

Saulnier testified that Mr. Moore owns the computer Saulnier uses. (D.H. 25:16-17.) Saulnier further states that he does not own a vehicle but can use his wife's vehicle or one of his sons' company vehicles. (D.H. 10:21-24:5.) Saulnier testified that he used his sons' company truck to arrive at the Hearing. (D.H. 10:24.) Saulnier had a 2022 GMC three-quarter-ton truck titled in his name during his 2023 deposition, but despite the judgment against him, he gave the truck to his sons, and they traded it in for another truck that is titled in the name of their company. (D.H. 10:21-13:14.) Saulnier did not admit to transferring the title of the truck to his sons or a dealership, but did admit that the truck is no longer titled in his name and his sons traded it in. (*Id.*)

C. Court's Findings of Fact and Order

Following the Hearing, the Court stated that "Saulnier could and should be earning at least \$350,000 per year." (A. 11.) However, Saulnier has declined opportunities "specifically and intentionally to avoid being required to pay his debt to Veneziano." (*Id.*) Regardless of his potential income, in terms of actual earnings the Court found that:

[S]ince approximately 2019, Saulnier has earned approximately \$40,000 per year working as a developer and owner's representative for [Mr. Moore] or his business entities. As further compensation for Saulnier's work as a developer, however, Moore provides a host of financial and nonfinancial benefits to Saulnier's wife and sons. Saulnier purposefully uses this arrangement in order to keep his reported earnings so low that Veneziano will not bother to pursue a disclosure order against him.

(*Id.*) The Court also found that Saulnier works as a developer for his sons, “for which he accepts no monetary compensation . . . [but instead] gets free use of company vehicles and other non-reported, non-monetary benefits.” (A. 11 n.1.) The Court determined that this arrangement was also used “to avoid having any income that would attract the attention of Veneziano and result in a payment order.” (*Id.*) The Court determined that “[i]t is inappropriate and contrary to the Act for Saulnier to have implemented one or more schemes to avoid paying his debt to Veneziano.” (A. 13.) The Court then issued its Order to “counteract Saulnier’s ruse and provide fairness to Veneziano” that requires Saulnier to pay Veneziano \$1,009 per week.

ISSUES ON APPEAL

- I. WHETHER THE TRIAL COURT CORRECTLY APPLIED FINDINGS OF FACT SUPPORTED BY COMPETENT EVIDENCE TO THE ACT IN DETERMINING AN APPROPRIATE AMOUNT FOR INSTALLMENT PAYMENTS BASED ON SAULNIER’S TOTAL EARNINGS.**
- II. WHETHER, ALTERNATIVELY, THE COURT COULD ORDER INSTALLMENT PAYMENTS WHEN EARNINGS ARE FRAUDULENTLY CONCEALED BY THE DEBTOR PURSUANT TO THE COURT’S EQUITABLE POWERS.**

STANDARD OF REVIEW

Here, the issues on appeal present both a question as to the trial court’s interpretation of the Act and a question as to the application of the trial court’s factual findings regarding Saulnier’s earnings – each of which has a different standard of review.

Appellee agrees with Appellant that the interpretation of the Enforcement of Money Judgments Act, 14 M.R.S. §§ 3120-3138, is a question of law, which this Court reviews *de novo*. See *State v. Ray*, 2025 ME 29, ¶ 5, 334 A.3d 663 (*quoting Strout v. Cent. Me. Med. Cir.*, 2014 ME 77, 94 A.3d 786); *Doe v. Roe*, 2022 ME 39, ¶ 18, 277 A.3d 369 (“We review issues of statutory interpretation *de novo*, evaluating a statute's plain meaning by considering the statute's text, the statute's subject matter, the purposes of the statutory scheme as a whole, and the consequences of a particular interpretation.”)

However, this appeal also involves the trial court’s findings of fact regarding Saulnier total earnings and his related schemes to conceal his total earnings. This Court conducts review of the trial court’s findings of fact “for clear error, deferring to the fact-finder's decisions as to ‘1) which witnesses to believe or not believe, (2) what significance to attach to particular evidence or exhibits, and (3) what inferences may or may not be drawn from evidence or exhibits.’” *Lincoln v. Burbank*, 2016 ME 138, ¶ 59, 147 A.3d 1165 (*quoting Lincoln v. Burbank*, 2016 ME 138, ¶ 59, 147 A.3d 1165).

SUMMARY OF ARGUMENT

This case centers around Saulnier’s post-judgment ploy to continue working as a real estate developer for Mr. Moore on the Saco Island Project, all while concealing the full scope of his earnings to avoid paying Veneziano the remaining

principal on the \$3,500,000 judgment. The trial court's Installment Order should be affirmed for two reasons: (1) the court correctly applied its findings to the Act; and (2) in light of Saulnier's fraudulent concealment of earnings, the court had authority to grant Veneziano equitable relief.

First, the trial court correctly applied the Act to its findings of fact. Saulnier is working as a developer for Mr. Moore and his sons, and self-reported that his income from Mr. Moore for the work he performs should be \$350,000.00 per year. (A. 11; D.H. Tr. 58:13-18.) The court did not "impute" this income on to Saulnier, as argued by Appellant, but instead arrived at \$350,000 based on Saulnier's testimony about the value of the work he performs for Mr. Moore and based on the unreported compensation he receives to avoid paying the judgment.

In light of Saulnier's own testimony, the court made no clear error in finding that Saulnier's compensation as a developer for Mr. Moore includes his \$40,000.00 yearly salary and "a host of financial and nonfinancial benefits" that Mr. Moore provides to Saulnier and his family. (A. 11.) The court further correctly concluded that Saulnier's compensation as a developer also includes work he does for his sons in exchange for use of their company vehicles, and other non-reported, non-monetary benefits. (*Id.*) The trial court was very clear in its factual finding that Saulnier purposefully accepts alternative, non-reported compensation from Mr.

Moore and his sons through methods and schemes that keep his reported earnings low to avoid paying Veneziano's judgment against him. (A 11-13.)

As analyzed below, the Act broadly defines "earnings" as "compensation *paid or payable* for personal services, whether denominated as wages, salary, commissions, bonuses *or otherwise . . .*" 14 M.R.S. § 3121 (1) (emphasis added). In determining the amount of installment payments, the trial court has broad discretion to consider "*any other factors the court considers material and relevant.*" 14 M.R.S. § 3126-A(4)(E & F) (emphasis added).

Given the court's discretion and the broad definition of "earnings," the trial court made no error in determining that Saulnier's earnings include non-reported compensation from Moore and his sons in addition to the reported \$40,000 salary. It follows that the Court made no clear error in determining that Saulnier's earnings, both reported and unreported, equate to \$350,000.00 a year – his self-reported value for the work he does for Mr. Moore. (D.H. Tr. 58:13-18.)

Second, in circumstances of fraud, the trial court has authority to grant equitable relief. *See* 4 M.R.S. § 152(5)(J). The trial court determined that Saulnier was purposefully concealing his earnings and engaging in schemes to avoid paying his creditor. Given this fraudulent concealment, the court acted within its equitable powers to order installment payments based on Saulnier's actual earnings.

LEGAL ARGUMENT

III. The Trial Court Correctly Determined An Appropriate Amount for Installment Payments Based on Saulnier's Total Earnings as Set Forth and Defined by the Act.

“Disclosure proceedings are a means of enforcing money judgments. The statutory authority for disclosure proceedings is found at 14 M.R.S.A. §§ 3120-313[8].” *Landmark Realty v. Leasure*, 2004 ME 85, ¶ 5, 853 A.2d 749. The purpose of the Act “is to provide an efficient procedure for the enforcement of money judgments.” 14 M.R.S. § 3120.

Pursuant to the Act, the debtor must appear before the court for a disclosure “hearing to determine his ability to pay the judgment.” 14 M.R.S. § 3125. Following a disclosure hearing, a court “shall determine the amount, if any, of the installment payments that the judgment debtor must make to the judgment creditor.” 14 M.R.S. § 3126-A. The Act sets forth the following guidelines for the maximum amount of earnings subject to an installment payment order:

- A.** Twenty-five percent of the sum of the judgment debtor's disposable earnings and exempt income for that week;
- B.** The amount by which the sum of disposable earnings and exempt income for that week exceeds 40 times the minimum hourly wage prescribed by 29 United States Code, Section 206(a)(1) or the state minimum hourly wage prescribed by Title 26, section 664, whichever is higher at the time the earnings are payable; or
- C.** The total amount of disposable earnings.

14 M.R.S. § 3126-A(3). The Act defines “earnings” broadly to mean “compensation

paid or payable for personal services, whether denominated as wages, salary, commissions, bonuses *or otherwise*, and includes periodic payments pursuant to a pension or retirement program.” 14 M.R.S. § 3121 (1) (emphasis added). “Disposable earnings” is defined as “that part of the earnings of any judgment debtor remaining after the deduction from those earnings of any amounts required by law to be withheld.” 14 M.R.S. § 3121 (2). In determining the amount of installment payments, the Court has discretion to consider “[t]he amount of money or earnings being or to be received[,] and *any other factors the court considers material* and relevant.” 14 M.R.S. § 3126-A(4)(E & F) (emphasis added).

Here, Appellant frames the Court’s Order as imputing income to Saulnier, a concept common in divorce cases when a person is found to be underemployed. *See* 19-A M.R.S. § 2001(5)(D). However, that interpretation misreads the Court’s findings and Order. The court did not find that Saulnier is underemployed, rather the court found that he is employed and underreports the value he receives to avoid paying the judgment. (A. 11-13.) The Court opined on Saulnier’s earning potential as a developer and stated that he “could and should be earning at least \$350,000 per year.” (A. 11.) As is relates to Saulnier’s actual compensation, the court found that Saulnier is currently working as a developer for Mr. Moore and his sons, and that he receives a salary of \$40,000 per year from Mr. Moore as reported income and he and his family receive a host of other monetary and non-monetary benefits in a scheme

to receive non-reported compensation to avoid paying the judgment against him. (A. 11-13.)

As noted above, the Act defines “earnings” broadly to include “wages, salary, commissions, bonuses *or otherwise*” 14 M.R.S. § 3121 (1) (emphasis added). The inclusion of “*or otherwise*” permits the court to consider compensation that does not fit neatly into traditional wages and salary. As applied to this case, and by Saulnier’s own testimony, the Court had competent evidence to find that he is receiving earnings beyond the \$40,000.00 reportable salary. Saulnier repeatedly states that he does work for Mr. Moore for “free”, when in fact there is an exchange of work for something of value. For example, Saulnier testified that he is not charged rent for a commercial office space from Mr. Moore and “that lease should be about \$3,000 a month, to be honest with you. And we don’t charge – we pay zero That’s why I’ve done some work for free for him.” (D.H. Tr. 91:24-92:4.) Saulnier is doing work for Mr. Moore in exchange for \$3,000.00/month rental space, that alone constitutes \$36,000.00/year of earnings as defined by the Act. As another example, Saulnier transferred his truck to his sons who then traded it in and put title of the new vehicle in the name of their company. (D.H. 10:21-13:14.) The court found that Saulnier then works as a developer for his sons in exchange for use of their company vehicles – another exchange of work for something of value. (A. 11 n.1.) The trial court acted within its discretion in considering these non-reported

earnings from Mr. Moore and his sons as part of Saulnier's total earnings in determining the amount of installment payments. *See* 14 M.R.S. § 3126-A(4)(E & F).

Furthermore, pursuant to the Act, earnings do not have to actually be paid, they can be *payable*. *See* 14 M.R.S. § 3121 (1). The term "payable" is not defined by the statute, but the common meaning is an amount "that may, can, or must be paid." *See* Payable, *Merriam Webster*, <https://www.merriam-webster.com/dictionary/payable> (Oct. 15, 2025). The inclusion of the term "payable" in the statutory definition of "earnings" allows the trial court to consider compensation that has not actually been paid, at least in the traditional form of a salary or hourly wage that is paid through a paycheck. For example, in this case, the use of a commercial office worth \$3,000 per month in exchange for consulting services constitutes earnings that are payable to Saulnier.

The Court had competent evidence to find that Saulnier is earning his full self-reported value as a developer of \$350,000 per year for the work he does for Mr. Moore, in both reported earnings and unreported earnings. The fact that Saulnier is fully compensated for the work he does for Mr. Moore is further supported by his statements that he is not accepting other opportunities currently available to him because "if I'm going to go do some work for someone, I'm going to be able to make some money myself. I'm not going to just, you know, do it for free I need to be

compensated somehow and have some, you know, incentive to want to do it.” (D.H. Tr. 49:1-14.) Given Saulnier’s own testimony that Moore should be paying him \$350,000 a year, it is a reasonable inference supported by competent evidence that Saulnier’s total reportable and non-reported earnings for the work he is doing as a developer equates to \$350,000.00 a year. (D.H. Tr. 58:13-18.) Therefore, the Court correctly applied these earnings to the Act to order weekly installment payments of \$1,009.

IV. THE DISTRICT COURT HAS POWER TO ISSUE EQUITABLE RELIEF IN ENFORCEMENT OF MONEY JUDGMENT ACTIONS INVOLVING FRAUDULENT CONCEALMENT

Saulnier cannot avoid the reach of the Act through fraudulent conduct to conceal his earnings. The district court has authority to grant equitable relief in the context of a disclosure proceeding “in cases of fraud, duress, unjust enrichment, trust, accident, or mistake[.]” 4 M.R.S. § 152(5)(J); *see Cummings v. Bean*, 2004 ME 93, ¶ 8 n.2, 853 A.2d 221; *see also Sargent v. Salmond*, 27 Me. 539, 548 (Me. 1847) (“Equity will follow the proceeds of property obtained in fraud of creditors’ rights, into the hands of persons holding them, for the benefit of such creditors.”)

For example, in *Estate of Donald Doges v. Danes’s Cleaning Ctr. Of Lewiston*, the superior court determined that the district court could issue equitable relief in a disclosure proceeding in “cases of fraud” 1993 Me. Super. LEXIS 281, *8-10. In that case, the superior court concluded that pursuant to 4 M.R.S. §

152, the district court had jurisdiction to act pursuant to its equitable powers in a proceeding to enforce a money judgment by piercing the corporate veil when a fraudulent transfer of assets occurred. *Id.*

Here, the trial court found that Saulnier “purposefully uses this arrangement [with Mr. Moore and his sons] in order to keep his reported earnings so low Veneziano will not bother to pursue a disclosure order against him.” (A. 11.) The Court stated on the record at the end of the Hearing that:

There’s not going to be any more of this gamesmanship going on. Well, eh and I get a free truck and I get a free office, and my sons get loans, and this – that’s all value. Hundreds of thousands of dollars’ worth of value that this debtor is depriving this creditor of at the moment.

(D.H. Tr. 135:18-22.)

The Court determined that “[i]t is inappropriate and contrary to the Act for Saulnier to have implemented one or more schemes to avoid paying his debt to Veneziano.” (A. 13.) In stating that “[u]ntil now, Saulnier’s subterfuge has been successful[,]” the Court clearly determined that Saulnier was engaged in fraudulent concealment of his actual earnings to avoid paying the judgment against him. (A. 11.) Given that Saulnier has fraudulently concealed his earnings from his creditor, the Court had authority to act in equity in issuing his installment payment order. *See*.

4 M.R.S § 152

CONCLUSION

For the foregoing reasons, Veneziano respectfully requests that this Court

affirm the trial court's order requiring installment payments of \$1,009.00 per week.

Dated in Saco, Maine this 22th day of October, 2025.

/s/ Jana L. Kenney

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CERTIFICATE OF SERVICE

I, Jana L. Kenney, hereby certify that (2) two copies of the foregoing Appellee's Brief will be served upon all parties of record or their counsel Electronically and by First Class Mail within 7 days of the Clerk's emailed approval.

/s/ Jana L. Kenney

Jana L. Kenney, Bar No. 6159