

STATE OF MAINE

- UNIFIED CRIMINAL DOCKET
- SUPERIOR COURT
- DISTRICT COURT

County: YORK
 Location: BIDDEFORD
 Docket No: _____

STATE OF MAINE

v.

PAUL A RUMERY

Legal address 28 SUGAR HILL RD
SANFORD, ME
 DOB: 8/07/1975

WARRANT OF ARREST
 M.R.U. Crim. P. 4(d)

- Complaint, Indictment
- Failure to Appear for
 - Arraignment
 - Hearing
- Viol. of Prob., Deferred Dispo., Super'd Release, or Admin. Rel.
- Unpaid Fines/Fees, etc.

Height 5'11
 Weight 190
 Eye BRN Hair BRN
 Race W
 Sex M
 Investigative Department _____
 ATN: 585692B

TO ANY AUTHORIZED LAW ENFORCEMENT OFFICER:

YOU ARE HEREBY COMMANDED: to arrest the defendant and

- bring the defendant without unnecessary delay before the above entitled court to answer to the charge(s) of

Crime	<u>DRIVER EDUCATION VIOLATION</u>	Class	<u>E</u>	Citation	
Crime	<u>THEFT BY DECEPTION (X 7)</u>	Class	<u>C</u>	Citation	
Crime		Class		Citation	

- This matter involves an allegation of domestic violence.
- answer to the allegation of a violation of the Deferred Disposition Agreement.
- commit the defendant to the county jail pending a probable cause hearing on an alleged violation of the conditions of probation, supervised release, or administrative release as provided by 17-A, M.R.S. § 1205(4). (If not bailed, probable cause hearing shall be held not later than the fifth day after arrest, exclusive of weekends and holidays).
- bring the defendant before this court so that the defendant may show cause why a sentence of imprisonment should not be imposed for nonpayment. The defendant was ordered to pay the sum of \$ _____ for (fine and surcharges or assessments) (counsel fees) (restitution) (jail fees) to the clerk of courts and the defendant has defaulted in the payment of the obligation or in the payment of installments of the obligation.
- Bail Commissioner to set bail (Except for Probation Revocation, Violation of Condition of Release, Fugitive from Justice, or certain Domestic Violence related offenses) unless fixed by court as follows:

- NO BAIL ALLOWED
- No Third Party Bail Allowed
- Personal Recognizance
- \$ _____ cash
- \$ _____ with _____ surety (ies) or \$ _____ unsecured cash

Conditions of Bail: see attached

Date: 3/16/20

(Justice) (Judge) (Clerk) (Justice of the Peace)

J. Magan's

I arrested the defendant on _____ and now have the defendant before the court as commanded.

Date: _____

Authorized Officer

**AFFIDAVIT
FOR
WARRANT OF ARREST**

I, Detective William P. Moir, being duly sworn, depose and say that I am employed by the Secretary of State, Bureau of Motor Vehicles, Enforcement Services Division in the Office of Investigation, and hereafter shall be known as your affiant. I have worked in law enforcement for over 26 years. I obtained this position in 2024 after having retired as a Detective Sergeant with the Brunswick Police Department, where I worked for over 21 years, with the majority of my career assigned to the Criminal Investigations Division. Before the Brunswick Police Department, I worked as a full-time patrol officer for the Monmouth Police Department and also as a reserve officer for the Eastport Police Department. I earned a Bachelor's Degree in Criminal Justice from the University of Maine at Presque Isle, and I graduated from the Maine Criminal Justice Academy's Municipal/County Basic Police School in 2000. Since then, I have attended various law enforcement training sessions, both mandatory and elective, which include sessions on law updates, conducting criminal investigations, and auto-related investigations.

The facts in this affidavit come from my personal observations, my training and experience, and information obtained from other detectives and witnesses. This affidavit may not contain all the facts known to me and is merely intended to demonstrate that there is sufficient probable cause for the requested warrant.

Your affiant has probable cause to believe and does believe that PAUL RUMERY (DOB: 08/07/1975) committed the crime(s) of:

1. Commercial Driver's License instruction without being properly licensed by the Maine Bureau of Motor Vehicles in violation of Title 29-A, 1354. This law stipulates, "*A person may not operate a driver education school, conduct driver education, or act as an instructor unless licensed by the Secretary of State.*" Additionally, for commercial vehicle schools, "*The Secretary of State may not issue a license for a driver education school until the applicant has filed with the Secretary of State a certificate showing that the applicant is covered by an automobile bodily injury and property damage liability insurance policy insuring against any legal liability in accordance with the terms of the policy for personal injury or death of any one person in the sum of \$100,000 and for any number of persons in the sum of \$300,000 and against property damage in the sum of \$100,000 arising from the operation of any vehicle being used in a commercial driver education school. In lieu of that insurance, the applicant may file with the Secretary of State a bond or bonds issued by a surety company authorized to do business in the State in the amount of at least \$100,000 on account of injury to or death of one person and subject to such limits as respects injury to or death of one person, of at least \$300,000 on account of any one accident resulting in injury to or death of more than one person and of at least \$100,000 for damage to property of others.*" A person who acts as an unlicensed instructor commits a Class E crime.

2. Theft by Deception in violation of Title 17-A, 354 Theft by Deception, Class C.

The basis for my probable cause is as follows:

1. In August of 2024, your affiant was informed by Beth KOHLER of the Maine Bureau of Motor Vehicles (BMV) Commercial Motor Vehicle Driver Education Section that Paul RUMERY was operating an unlicensed commercial driver's education school. Some of the specific information concerning this was provided by KOHLER and is shown below:

"I spoke with Mr. Rumery via phone on June 7, 2024. I asked if he was providing commercial motor vehicle driver education instruction and he stated he was. I asked if he was charging a fee for the training, and he stated he was. I asked Mr. Rumery to cease all forms instruction immediately. Mr. Rumery stated he would cease all instruction. I quoted Title 29-A, 1354 and Chapter 9: Rules Governing Driver Education explaining that he must be licensed as a commercial motor vehicle driver education instructor and must also license a commercial motor vehicle driver education school in order to operate a commercial motor vehicle driver education business. He stated he had been through the commercial motor vehicle driver education instructor training with one of our licensed instructors. I explained in detail what Mr. Rumery would need to do to be licensed as an instructor and open a school. I asked for Mr. Rumery's email address and followed up our conversation with an email providing a copy of Chapter 9: Rules Governing Driver Education, a commercial motor vehicle driver education instructor and school application. Our unit never received any applications from Mr. Rumery to open a school or obtain an instructor license.

In summary, the investigation revealed RUMERY was providing commercial vehicle operation education known as Entry Level Drive Training (ELDT) to individuals from various companies and then entering them for a road test through an online portal, as if they were employed by ADUSA Transportation DC1, associated with Hannaford Supermarket, where RUMERY was working in their transportation division. I learned that since 2022, it has been a federal requirement that all Commercial Driver's License (CDL) applicants must attend ELDT prior to taking the road test. A BMV-licensed commercial vehicle driving school would offer this training for thousands of dollars more than the students of RUMERY were paying, which was an incentive to go through his class. I further learned that large companies, such as Hannaford, could train their own employees, but that teaching individuals who did not work for the company would require BMV licensing as a CDL instructor. It was reported that "students" were paying RUMERY approximately \$2,800 each. The physical driving portion of the training was reported as being at a pit owned by Thyng's Paving, on Paver's Way in Lyman. There is no evidence at this point that on-road testing occurred. If a student pays for instruction, there is a requirement for a set amount of on-road driving hours to be logged by the student prior to the application for a CDL road test examination. These logged on-road driving hours must be with a properly licensed BMV CDL instructor. Later in the investigation, RUMERY was reportedly separated from ADUSA Transportation DC1,

and therefore, the portal he was believed to be using was no longer available to him to upload students so they could receive a date for their road test with BMV CDL examiners. As a result, students of RUMERY who had not yet received their license were not able to apply for the road test to obtain their CDL license, which would have been available if conducted through a properly licensed CDL school. RUMERY's students were only able to take a written exam and receive their permit. Most complaints were filed by students of RUMERY to the Office of Investigation after their permits had expired without RUMERY processing their application to BMV for a road test. Due to this fraudulent training, some of the students have paid for and subsequently attended fully licensed CDL schools so they can in fact receive the ability to take their road test and become properly licensed.

2. During my investigation, one "student" of RUMERY sent me a picture of a business card for a company called "The Way of the Road Trucking Academy." The name on the card was "Paulie Rumery," and also written was "State of Maine CDL Instructor." The phone number on the card was 207-432-3786, which, during this investigation, is a line I spoke to him on.
3. On 05 SEP 2024, I met with RUMERY in the parking lot of the Sanford Police Department in Maine. I conducted a recorded interview with RUMERY, and during this interview, RUMERY indicated the following:
 - He works for Hannaford and trains drivers on how to drive commercial trucks.
 - RUMERY said there were a few students he had made money on, but he did not think he was doing anything wrong until he spoke to KOHLER.
 - RUMERY said he had bought a truck with Jimmy THYNG of Thyng's Paving.
 - RUMERY confirmed he had taught classes for Thyng's Paving and for some landscape companies.
 - RUMERY thought there were probably 30 students.
 - RUMERY confirmed that not all the students he put through the online portal for testing were employees of Hannaford.
 - RUMERY was asked if he made \$2,800 per student, and he said, "Right around there."
 - RUMERY confirmed on occasion that he would leave students alone during the practical drive training in the pit.
 - RUMERY was told this was a Class E crime, and he advised he did not want it to come to that, but if it did, he said he "screwed up" and would take his punishment. RUMERY discussed wanting to do it the right way.
 - RUMERY was asked how many students he had right now, and he indicated around fifteen (15). RUMERY confirmed these were not Hannaford employees.
 - RUMERY said he would take his punishment, and he "did it."
4. RUMERY was issued a summons for Operating an Unlicensed Driver's Education School. He was issued a York County District Court date of 21 NOV 2024. That case,

2024-02924 is still pending in court. I informed RUMERY to the effect that if I caught him teaching again, I would arrest him.

5. On 11 SEP 2025, (nearly one year after RUMERY was charged), I spoke to Charlene PLANTE, who informed me she was a student of RUMERY and paid by cash. She reported having started the class in May or June of 2024, and she paid \$2,800 to get her Class B license. PLANTE had received her Class B permit, but it had now expired. PLANTE originally wanted just a refund and not for anyone to get into trouble. PLANTE was not paid back and was cooperative with the investigation. PLANTE provided a recorded statement and conducted a recorded phone call with RUMERY in which they discussed the class and her wanting a refund. RUMERY was not able to fulfill his obligation to PLANTE, as he was not a licensed instructor and could not provide her with entry to the online testing portal, as he had previously done by adding them as a Hannaford employee when he was employed by ADUSA Transportation DC1 and had access to the Hannaford training program. Charlene Plante was not able obtain her license through Rumery and he did not pay her back the money she had paid him with the expectation that she could earn her license through his instruction.
6. On 24 OCT 2025, I met with Joseph VISCONE, who reported he was a student of RUMERY's. VISCONE reported paying \$3,000 for the class by check dated March 19, 2024. I received a copy of the check. In the memo of the check, it is written "CDL Driving." Your affiant knows "CDL" to be the initials commonly used to describe a commercial driver's license. VISCONE reported his permit had now expired. VISCONE provided a text message thread reportedly between him and RUMERY in which it was described that class was cancelled on 17 MAR 2025. This was of significance due to a previous investigation, 2025-02573, in which it was learned of a class being cancelled on this date due to the fire chief of the South Portland Fire Station after learning of RUMERY not being licensed to teach classes being held at his department. The specific information was received via email to me through Chief David SILK, who had forwarded to me an email sent on 17 MAR from Beth KOHLER, Section Manager in the Driver's Licensing Section of BMV. This date is past when RUMERY was charged for this violation. VISCONE reported he attended classes at Thyng's Pit in Lyman probably 10-15 times. Joseph Viscone was not able obtain his license through Rumery and Rumery did not pay back the money Viscone had paid him with the expectation that he could earn his license through Rumery's instruction.
7. On 24 OCT 2025, I met with Bruce WAKITA, who reported he was a student of RUMERY's. WAKITA reported paying \$3,500 for the class, which he paid for by check, and I received a copy of it. The check shows "pay to the order of Paul RUMERY" and is dated 15 JAN 2025. WAKITA reported attending approximately 5-6 classes at M&L Rental. I believe this location to actually be "MD Rental" located at 359 Sanford Road, Arundel. I base this on a previous investigation, 2025-00654, where I spoke to an individual named Derek McCONOLOGUE, who indicated there was going to be a class held there and named WAKITA as one of the students. WAKITA advised that he attended his first class on 15 JAN 2025, which is after the date when RUMERY was charged for providing unlicensed instruction. Bruce Wakita was not able obtain his

license through Rumery and Rumery did not pay back the money Wakita had paid him with the expectation that he could earn his license through Rumery's instruction.

8. On 17 NOV 2025, your affiant met with Chris GILPATRICK Jr., who reported he was a student of RUMERY's. GILPATRICK reported he paid \$2,700 cash for the class and did not receive a receipt. GILPATRICK advised that he attended classes to upgrade from his Class B license to get his Class A license. The timeframe GILPATRICK started class was believed to be in February of 2024. GILPATRICK advised that the classes were held at A-1 Environmental in Wells, with additional classes held at Thyng's office. GILPATRICK described attending several classes over a period of months, which included both classroom and driving training. GILPATRICK described another student, whom, from the description, I believe to be Charlene PLANTE, whose information is provided above. GILPATRICK provided text message communication between him and someone who is believed to be RUMERY with the associated phone number of 207-432-3786, which is a phone number described above. In one text, GILPATRICK wrote, "Any idea when you'll be sending out for my road test. I just don't want to run over on my permit and have to retake the written". The reply was, "Soon buddy. We will talk next week". Chris GILPATRICK Jr. was not able obtain his license through Rumery and Rumery did not pay back the money Gilpatrick had paid him with the expectation that he could earn his license through Rumery's instruction.

9. On 20 NOV 2025, I met with Leon "Lee" JACKSON, who reported he was a student of Rumery's. I learned his son, Keaton JACKSON, was also a student. I conducted recorded interviews with both individuals. In speaking to Leon JACKSON, I learned he is the owner of Jackson's Tree Service, 985 New County Road, Dayton. JACKSON described the class he attended was for "CDL" and for Class B and Class A licensing. JACKSON indicated he paid \$10,100 for the classes, with it being paid for in two separate checks at the request of RUMERY. One check was for \$5,000, and the other check was \$5,100 both dated April 29, 2024. I received copies of these checks, and both show pay to the order of Paul RUMERY. "CDL Class" appears to be written in the memo. I learned the payment was for Leon JACKSON, Keaton JACKSON, and two other employees. I learned the classroom portion occurred at Thyng's Office, and there were 6 or 7 students in the class. Leon JACKSON told me he thought he attended between 20-30 classes. Leon JACKSON advised there was driving training at Thyng's Pit, and he thought he did this around 6 times. JACKSON provided a text thread with an individual listed as "Paul Cdl Class" listed to phone number 207-432-3786, which is described above. A conversation shown on 22 APR 2024 indicates the following from this number: "*We can start Sunday may 5th. I'll have all the material n I will work with your son. Cost is 2500\$ for class b course n payment is due asap. I'll definitely work with son cause I know how he feels. You got my word*". (Note: Shown as displayed to include abbreviations and grammatical errors.) Keaton JACKSON informed me that drive training had also been held at their shop. Leon Jackson and Keaton Jackson were not able obtain their licenses through Rumery and Rumery did not pay back the money Leaton Jackson had paid him with the expectation that he and Keaton could earn their licenses through Rumery's instruction.

10. On 29 DEC 2025, I received a text message from Ron VANCE, owner of GoDriving.Co, CDL instruction company in Saco. VANCE has been part of the investigation from the beginning, as a complainant due to RUMERY reportedly taking business away from him, as he owns a licensed school. VANCE provided the following, which has not been verified: *"I just heard Paulie Rumery is still training this winter for two students at pavement treatment in Scarborough. Im looking into the names of the two students". "One of the thyng's brother or cousin works for pavement treatment"*.

11. On 02 MAR 2026, I conducted additional investigation due to individuals reporting having attended the RUMERY driving school. The first was Garrett EASTMAN, who took the class, which had been paid for by a \$3,000 check to RUMERY through his father Shawn EASTMAN's company, Eastman Excavation in North Berwick, where some of the classes were held. The second was Justin ALLEN, who works for York Woods Tree and Products, a company owned by Michael LEWIS. The company paid \$3,000 for this class by check. Garrett EASTMAN was not able obtain his license through Rumery and Rumery did not pay back the money Shawn Eastman had paid him with the expectation that Garret Eastman could earn his license through Rumery's instruction. Justin Allen was not able obtain his license through Rumery and Rumery did not pay back the money Michael Lewis had paid him with the expectation that Garret Eastman could earn his license through Rumery's instruction.

12. Due to the totality of the circumstances, I have probable cause to believe and do believe Paul RUMERY has committed the offenses of Commercial Driver's License instruction without being properly licensed by the Maine Bureau of Motor Vehicles in violation of Title 29-A, 1354, and Theft by Deception in violation of Title 17-A, 354, Class C. The loss reported by the victims outlined in this affidavit totals \$28,100 with each victim's loss exceeding \$1000. It is outlined in this affidavit that unlicensed CDL instruction continued after RUMERY had been charged with the offense previously.

13. Your affiant requests if this warrant is approved, standard bail conditions be included and a specific condition be included that RUMERY not engage in driver education of any kind while unlicensed by the State of Maine.

Pursuant to the above-stated probable cause, your affiant prays that the Honorable District Court issue a warrant for the arrest of:

NAME:	<u>Paul Rumery</u>
DOB:	<u>08/07/1975</u>
ADDRESS:	<u>28 Sugar Hill Road</u>
CITY / STATE:	<u>Sanford, Maine</u>
LICENSE:	<u>ME/DL 6114219</u>

Described as:
RACE: White

HAIR:	Brown
EYES:	Brown
HEIGHT:	5'11
WEIGHT:	190 lbs

For the crimes of:

Commercial Driver's License instruction without being properly licensed by the Maine Bureau of Motor Vehicles in violation of Title 29-A, 1354

Theft by Deception in violation of Title 17-A, 354 Theft by Deception, Class B

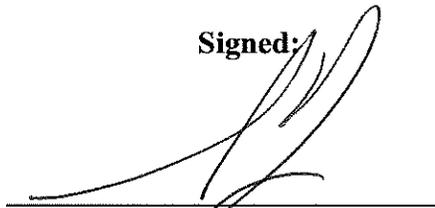
Signed:



**Detective William P. Moir
SOS, BMV, ESD, Office of Investigation**

Subscribed and sworn to by William P. Moir before me this
16th day of March, 2026.

Signed:



**Judge, Unified Criminal Docket/
Justice of the Peace**

J. Magenis