STATEMENT OF THE FACTS AND PROCEDURAL HISTORY

This appeal arises from the dismissal of a complaint filed by Appellants/Plaintiffs Charles R. Maples ("Mr. Maples") and Kathy S. Brown ("Ms. Brown") (collectively referred to as "Appellants") to enforce a judgment entered in their favor by the Business and Consumer Court (the "Business Court") and affirmed by this Court.[1]

After a bench trial on April 8-9, 2019, the Business Court issued its *Order Following Bench Trial* in *Charles R. Maples and Kathy S. Brown v. Evan Contorakes, et al., Docket No. BCD-CV-18-02 (the "Decision"). See Appendix ("App.") at 81.* Compass Harbor Village Condominium Association (the "Association") and Compass Harbor Village, LLC (the "LLC") appealed the Decision. This Court modified and affirmed the Decision. *Brown v. Compass Harbor Village Condominium Association, 2020 ME 44. See App. at 119.* The Business Court awarded Ms. Brown and Mr. Maples their legal fees. *See Order Awarding Attorney Fees Following Bench Trial and Appeal dated August 6, 2020* ("Attorney Fee Award") *App. At 192*. The Decision as modified and affirmed on appeal combined with the Attorney Fee Award was a final judgment (the "Underlying Judgment").

[1] The appeal also arises from the Business Court's grant of judgment to Compass Harbor Village, LLC and denial of Appellants' request for default against the LLC.

Appellants tried to enforce the Underlying Judgment, including making demand upon the Association and the LLC and causing writs of execution to be served upon various financial institutions where the LLC or the Association might have financial accounts. Appellants also recorded writs of execution in the Hancock County Registry of Deeds against any real property owned by the LLC or the Association, and filed the writs of execution along with UCC-1 filings with the Secretary of State against any personal property owned by the LLC or the Association. The writs of execution were recorded on September 21, 2020 in the Hancock County Registry of Deeds at Book 7056, Page 213 & 215 and were indexed against the LLC, the Association and the condominiums. The writs were returned unsatisfied. They have not resulted in the payment of any portion of the Judgment. *First Amended Verified Complaint ¶¶ 27-28. See App. at 57-58*. The Underlying Judgment remains unpaid and unsatisfied. *First Amended Verified Complaint ¶¶ 26-27, 29, 40, 72. See App. at 57-59, 65*.

On or about October 20, 2020, Appellants filed a Verified Complaint to enforce the Underlying Judgment in the Hancock County Superior Court. Appellants subsequently applied to transfer the enforcement action to the Business Court and filed a First Amended Verified Complaint, containing five counts: Count One (Enforcement of Judgment), Count Two (Appointment of Receiver), Count Three (Request for Turnover or Sale Order), Count Four (Foreclosure), and Count

Five (Contempt). The First Amended Verified Complaint named as defendants the original Defendants to the Underlying Judgment—the Association and the LLC—along with all unit owners except Appellants themselves. On January 14, 2021, the Business Court approved the transfer. *See App. at 3*.

The counts for enforcement and the appointment of a receiver (Counts One and Two, respectively) were brought against all Defendants. The counts for a turnover sale and foreclosure of Appellants' judgment lien (Counts Three and Four, respectively) were brought against all Defendants except the LLC because a foreclosure sale to Orono, LLC ("Orono"), *see below*, extinguished Appellants' judgment lien. The count for contempt (Count Five) was brought against the Association and the LLC as the original Defendants to the Underlying Judgment. *See App. at 51-68*.

Three days after Appellants filed their First Amended Verified Complaint, The First, N.A. foreclosed on the LLC's 15 units in the Condominiums pursuant to a first mortgage in the original principal amount of $2,429,397.30 dated March 24, 2008 and recorded in the Hancock County Registry of Deeds in Book 4965, Page 163 (the "first mortgage"). The First, N.A. exercised its right to conduct a power of sale foreclosure on the 15 units, selling them to Orono for $950,000, significantly less than the first mortgage. Appellants' judgment lien was junior to the first mortgage and was discharged against the LLC's 15 units. *See App. at 58-59*.

Orono has since acquired all the units in the Association except those owned by Appellants.

On January 8, 2021, Defendants Eli Simon, Judith W. Hines and Ralph Blaikie Hines, Peter N. Geary and Christine A. Geary, Jennifer Duffy and Michael McConomy (collectively referred to as the "Movants") moved to dismiss the First Amended Verified Complaint pursuant to M.R. Civ. P. 12(b)(6) (the "Motion"), arguing that the Underlying Judgment prohibited the Association from assessing any unit owners for its obligations under the Underlying Judgment. Appellants opposed the Motion. The other Defendants did not join that Motion. *App. at 69.*

Oral argument was held on April 20, 2021, and, on June 17, 2021, the Business Court granted the Motion in part and denied it in part. Specifically, the Business Court dismissed Counts 1 and 3-5 but did not dismiss Count 2 ("the First Dismissal Order"). *App. at 9.* Appellants subsequently dismissed Count II and filed their Notice of Appeal on July 6, 2021. *App. at 19.*

On April 26, 2022, this Court dismissed the appeal as untimely. Upon return to the Business Court, the other Defendants (collectively referred to as the "Remaining Movants") moved to dismiss on the same grounds as the First Movants. *App. at 138.* On July 22, 2022, the Business Court granted the Motion for Substitution filed by Defendant/Appellee Orono on behalf of all Defendants

(Movants and Remaining Movants) because it had acquired all their interests. *App. at 28.*

On September 30, 2022, the Business Court adopted its reasoning from the First Dismissal Order and granted the Remaining Movants' Motion to Dismiss (the "Second Dismissal Order"). *App. at 21.* On October 4, 2022, Plaintiffs/Appellants timely filed their Notice of Appeal. Because of the Order of Substitution, Appellants will refer to Defendants simply as Orono or Appellee.

On August 10, 2023, this Court dismissed the appeal as interlocutory because the prior dismissal orders had not fully resolved all claims against the LLC and the Association. On November 3, 2023, the Business Court dismissed Count V against the LLC. *App. at 29.* On January 9, 2024, the Business Court denied Appellants' Request for Default against the LLC and instead granted judgment for the LLC on the remaining counts against it. *App. at 31.* On January 26, 2024, the Business Court granted the Association's motion to dismiss all remaining counts against it. *App. at 33.*

On January 29, 2024, Appellants timely filed their notice of appeal.

SUMMARY OF THE ARGUMENT

In dismissing Counts 1 and 3-5 of the First Amended Verified Complaint, the Business Court focused solely on the question of whether the Association could assess unit owners for its obligations in the Underlying Judgment, holding that the

Underlying Judgment precluded the Association from doing so. While Appellants disagree with that holding, they are not appealing the issue of whether the Underlying Judgment precludes the Association from assessing unit owners for its obligations under that Judgment. Instead, the Business Court improperly ignored Appellants' *other* basis for relief and enforcement: by statute, the Underlying Judgment is a judgment lien against the Association and, correspondingly, against each unit owner, entitling Appellants to foreclosure and turnover. No assessment is necessary to enforce this statutory judgment lien. The statutory judgment lien is entirely separate from the assessment process and exists even if the Association does not have the authority to assess unit owners. It applies in this case. Appellants pled their statutory judgment lien as a basis for Counts 1 and 3-5 of their First Amended Verified Complaint and dismissal pursuant to M.R.Civ. 12(b)(6) was improper. Appellants clearly stated a claim that the statutory judgment lien applies. The Business Court does not have the authority to rewrite or ignore the statute. The Business Court thus improperly dismissed Counts 1 and 3-5 of the First Amended Verified Complaint.

ARGUMENT

I. The Business Court Improperly Dismissed Counts 1 and 3-5 of Appellants' First Amended Verified Complaint

A. The Applicable Legal Standards

The Business Court's Order of Dismissal was based upon a legal conclusion, not upon findings of fact. More to the point, the question of whether 33 M.R.S. § 1603-117(a) applies and provides for a judgment lien against all units is a question of law. The few facts necessary to the decision were not disputed. There is no dispute that the Underlying Judgment is a "judgment for money against the association" and that Appellants recorded the Underlying Judgment in the Hancock County Registry of Deeds on October 5, 2020 at Book 7060, Page 322 indexed in the name of the condominiums, the LLC and the Association. *First Amended Verified Complaint ¶ 63. See App. at 63*. The legal question that was before the Business Court was whether it applied.

Accordingly, this Court must review the Business Court's conclusions *de novo*. *Goudreau v. Pine Springs Rd. & Water, LLC, 2012 ME 70, ¶ 11, 44 A.3d 315; State v. Tozier, 2006 ME 105, ¶ 6, 905 A.2d 836; Trask v. Devlin, 2002 ME 10, ¶ 14, 788 A.2d 179; Enerquin Air v. State Tax Assessor, 670 A.2d 926, 927 (Me. 1996)*. Further, this Court reviews statutory interpretation *de novo*. *Maine S.A.D. No. 37 v. Pineo, 2010 ME 11, ¶ 16, 988 A.2d 987*.

In reviewing the statutes at issue in this case, this Court looks to the plain language because the "primary purpose in statutory interpretation is to give effect to the intent of the Legislature." *Arsenault v. Sec. of State, 2006 ME 111, ¶ 11, 905 A.2d 285, 287-88*. This Court will "interpret [statutory] provisions according to

their unambiguous meaning unless the result is illogical or absurd." *Sabina v. JPMorgan Chase Bk., N.A., 2016 ME 141, ¶ 6, 148 A.3d 284*.

Because both motions to dismiss were brought pursuant to M.R. Civ. P. 12(b)(6), the Business Court was required to determine if there is "any cause of action that may reasonably be inferred from the Complaint." *Saunders v. Tisher, 2006 ME 94, ¶ 8, 902 A.2d 830*. The Business Court, and this Court upon review, must take as true all alleged facts in the First Amended Verified Complaint. *Id.* It then must examine the First Amended Verified Complaint "in the light most favorable to the plaintiff to determine whether it sets forth elements of a cause of action or alleges facts that would entitle the plaintiff to relief pursuant to some legal theory." *Moody v. State Liquor & Lottery Comm'n, 2004 ME 20, ¶ 7, 843 A.2d 43*.

Dismissal is appropriate only "when it appears beyond a doubt that the plaintiff is not entitled to relief under any set of facts" that might be proven to support the claim. *Saunders, ¶ 8; Johanson v. Dunnington, 2001 ME 169, ¶ 5, 785 A.2d 1244*.

B. Appellants Stated a Claim That They Have a Judgment Lien Pursuant to 33 M.R.S. § 1603-117(a) Against the Units and are Entitled to Foreclosure and to a Turnover Order

Section 1603-117(a) of the Maine Condominium Act provide that "a judgment for money against the association, if a lien order is filed with the Register

of Deeds for the county where the condominium is located, as provided in Title 14, section 3132, as it or its equivalent may be amended or modified from time to time, is not a lien on the common elements, but is a lien in favor of the judgment lienholder against all of the units in the condominium at the time the judgment was entered. No other property of a unit owner is subject to the claims of creditors of the association."

Maine adopted this section from the Uniform Condominium Act. The stated and obvious purpose of this section is to provide an avenue for creditors of the Association to recover on their judgments while also providing some protection to unit owners in that their liability exposure for the Association's debts is limited to their unit; any other property they have is exempt. *See id. See also, 8 POWELL ON REAL PROPERTY § 54A.04 at 3(d)(iii) (citing 33 M.R.S. § 1603-117(a)); 1pt3 CONDOMINIUM LAW AND PRACTICE: FORMS § 45:13 at (3)(g)*.

Section 1603-117(c) reinforces this point. Pursuant to that subsection:

> [T]he unit owner of an affected unit may pay to the lienholder the amount of the lien attributable to his unit, and the lienholder, upon receipt of payment, promptly shall deliver a release of the lien covering the unit. The amount of the payment must be proportionate to the ratio which that unit owner's common expense liability bears to the common expense liabilities of all unit owners whose units are subject to the lien. After payment, the association may not assess or have a lien against that unit owner's unit for any portion of the common expenses incurred in connection with that unit.

The Underlying Judgment is clearly a "judgment for money against the association." *33 M.R.S. § 1603-117(a)*. In addition to the specific performance, or injunctive relief, the Business Court ordered, *see First Amended Verified Complaint ¶ 19; App. at 56-57*, it also awarded $134,900 in principal debt or damages for Mr. Maples, $106,801 in principal debt or damages for Ms. Brown, and $243,170.38 in attorney fees to Mr. Maples and Ms. Brown, plus pre- and post-judgment interest. *See First Amended Verified Complaint ¶¶ 22, 25; App. at 57*; s*ee also, Attorney Fees Award; App. at 192.* The LLC and the Association were jointly and severally liable for these amounts. *Id*.

Appellants recorded the Underlying Judgment in the Hancock County Registry of Deeds on October 5, 2020 at Book 7060, Page 322 indexed in the name of the condominiums, the LLC and the Association. *See First Amended Verified Complaint ¶ 63; App. at 63; see also, 33 M.R.S. §§ 1603-117(a) & (d)*. Accordingly, by the plain language of the statute, the Underlying Judgment is a judgment lien against the units pursuant to Section 1603-117(a).

Appellants clearly pled these facts and this claim in their First Amended Verified Complaint. In Count Three, Appellants expressly pled that the Underlying Judgment is a judgment lien pursuant to Section 1603-117(a) and sought a turnover order for all units except the 15 units formerly belonging to the LLC, as discussed.

In Count Four, Appellants sought to foreclose on the units on the same basis. This is also a basis for enforcement (Count One) separate from assessment.

The Business Court did not hold that Appellants had failed to plead the necessary elements. Appellants clearly had. Rather, the Business Court erred in dismissing Appellants' claims for foreclosure and turnover and holding that the "judgment lien mechanism [in Section 1603-117(a)] is inapplicable" because "the Association is prohibited from making any assessment against the Unit Owner Defendants for payment of the judgment." *First Dismissal Order at 9; App. at 17.*

Section 1603-117(a) does not appear to be a heavily litigated area of Maine law. Counsel could find no reported decisions interpreting this subsection, possibly because it does not need interpretation. Its language is plain and clear. The United States District Court in Maine has recognized it, *see Custom Built Homes v. Hampton Mgmt. Corp., 689 F.Supp. 28, 31 (D. Me. 1988),* and other jurisdictions have recognized and enforced similar or identical provisions. *See, e.g., Woodley v. Style Corp., 453 P.3d 739, 747-48 (Wash. Ct. App. 2019); Lytle v. Boulden, 432 P.3d 167 (Nev. 2018); Rinker v. Oakton Condo. Unit Owners Ass'n, 2018 Va. Cir. LEXIS 326, *8 (Va. Ct. App. 2018); Graciano Corp. v. Gateway Towers Condo. Ass'n, 2009 Pa. Dist. & Cnty. Dec. LEXIS 1383, *2-3 (Alleg. Cty. Common Pleas Ct. 2009); Interlaken Serv. Corp. v. Interlaken Condo Ass'n, 588 N.W.2d 262, 264 (Wis. Ct. App. 1998)*.

The Business Court erred in conflating the Association's ability to assess unit owners with Appellants' lien rights under Section 1603-117(a). They are separate and distinct. Nothing in Section 1603-117(a) requires an association to assess unit owners. The statute's plain terms require only a money judgment against the association that is recorded properly. The Maine Condominium Act addresses assessments separately in Section 1603-115. If the Legislature had wanted to make assessments a prerequisite to a judgment lien attaching to the unit, it could have done so. It did not. To the contrary, the Legislature specifically contemplated a judgment lien attaching before any assessment is made when it enacted Section 1603-117(c).

Pursuant to Section 1603-117(c), unit owners who pay off the judgment lien on their units are protected from the association subsequently assessing them for the same judgment. In order for this subsection to ever come into play, the judgment lien had to have attached without any accompanying assessment from the Association.

This not only follows the clear language of the statute, but it makes sense. It would be patently unfair to hold a judgment creditor hostage to the whims of an association debtor. The association could delay assessing the units or even refuse to assess them. The association could be unable to assess the unit because it is dysfunctional or nonfunctional. The reason the Underlying Judgment issued was

because the Association was so nonfunctional that it could not even hold a proper meeting, vote or make legal assessments. The notion that the judgment creditor's only recourse at that point would be to seek contempt not only rewrites Section 1603-117 virtually out of existence, but is belied by this case. Appellants sought contempt (Count Five) and the Business Court dismissed that claim as well because, in its view, the Underlying Judgment precluded the Association from assessing unit owners. That decision was also erroneous for the same reasons stated herein.

In addition to adopting its legal reasoning from the First Dismissal Order, which Appellants have addressed, the Business Court provided three additional explanations why it held that Section 1603-117(a) does not apply: (1) the Underlying Judgment is not a money judgment; (2) because Appellants are members of the Association and thus have a fractional responsibility for the financial obligations of the money judgment against the Association, permitting them to assert their statutory lien rights against the Association would be "absurd;" and, (3) permitting Appellants to enforce their statutory lien rights would be inequitable. *App. at 25-26.* All of these are directly contrary to the plain statutory

language. None of these are permissible reasons to rewrite or ignore Section 1603-117(a).[2]

First, as previously discussed, the Underlying Judgment is indisputably a money judgment against an association. It is a judgment against the Association awarding money to Appellants. Under Section 1603-117(a), any judgment for money against an association triggers its rights and protection. The Legislature's language is plain and clear. There is no carve out for unit owners as creditors and no justification for the Business Court's determination that the Underlying Judgment is a "limited or restricted money judgment." *Second Dismissal Order at 5; App. at 25.* Section 1603-117(a) is not restricted to only certain types of money judgments. By its own terms, it applies to any "judgment for money against the association." Should someone disagree with that statute, the recourse is to the Legislature. Most importantly, Appellants unequivocally stated a claim that they have a money judgment enforceable by Section 1603-117(a).

Second, it is not absurd for unit owners to enforce their judgment lien against an association despite the fact that they might have a proportionate share of

[2] In its January 26, 2024 order dismissing all remaining counts, the Business Court adopted its prior reasoning. It also declared Appellants' writs of execution as unenforceable and void based upon its prior reasoning. *App. at 33.* For the same reasons stated herein, that decision was also improper and should be overturned, with the writs remaining enforceable. The Business Court's January 8, 2024 order denying Appellants' request for default against the LLC and grant of judgment to the LLC was similarly based on the Business Court's prior reasoning, *App. at 31*, and should be overturned for the same reasons. Additionally, the denial of the request for default and grant of judgment for the LLC was improper where the LLC never entered an appearance and never requested judgment in its favor.

the association's financial obligation under that judgment lien. Reported decisions in Maine and elsewhere are replete with disputes between unit owners and associations, many of which involve financial obligations shared between the association and unit owners. The unit owners' proportionate share does not preclude recovering the remaining amount pursuant to their statutory lien rights. It certainly does not rise to the level of absurdity.

The requirement the Business Court adopts—that the party asserting the statutory lien rights cannot be a unit owner because, under the statute, unit owners all have proportional shares of the financial obligation—is not in the statute. In fact, such a requirement rewrites the statute to absolutely ban unit owners from enforcing their statutory lien rights. The Legislature could have excluded unit owners, but did not. Again, it is not the province of the courts to rewrite that statute.

Third, it is certainly not inequitable for Appellants to enforce their statutory lien rights like any other holder of a money judgment against an association. Even if it were, that would not matter because the Business Court did not have the authority to ignore the plain statutory language simply because it may have disagreed with its application. Evan Contorakes' death is irrelevant because the Underlying Judgment is against the LLC and the Association, not against Mr. Contorakes personally.

This case is the perfect example of why Section 1603-117(a) is necessary (and equitable). It is particularly equitable when Orono, the sole Appellee, purchased its units with full knowledge of Appellants' claims against the Association and their efforts to enforce the Underlying Judgment, including via their statutory lien rights.

The Business Court found that the Appellants were trapped in "an utterly dysfunctional Association, run in a callous, dictatorial manner by the [LLC] and the Contorakeses, who exhibited an absolute disregard for any of the formalities required by the Declaration and the Bylaws." *Decision at 1, 19; App. at 81,99.*

The material breaches the Business Court found included:

a. failing to make the necessary filings with the Maine Bureau of Corporations (Bylaws, Article 4, Section 5; 33 M.R.S. § 1603-101; 13-B M.R.S. §§ 403-405 & 1301);
b. failing to maintain a bank account for the Association and failing to deposit Association funds into and pay Association expenses out of an Association bank account (Bylaws Article 5, Section 1);
c. failing to hold elections for officers and directors (Declaration Article 8; Bylaws Article 3, Section 5; Article 4, Section 2; 13-B M.R.S. § 702 & 703);
d. failing to approve Bylaws (13-B M.R.S. § 601; 33 M.R.S. § 1603-106);
e. failing to hold annual meetings or other meetings (Bylaws, Article 2, Sections 2 and 3; 13-B M.R.S. § 602; 33 M.R.S. § 1603-108);
f. failing to properly notice meetings (Bylaws, Article 2, Section 4; 13-B M.R.S. § 603(1); 33 M.R.S. § 1603-108);
g. failing to maintain minutes of meetings, (Article 2, Section 4; 33 M.R.S. § 1603-118(2));
h. failing to provide notices and minutes to unit owners, (Bylaws, Article 4, Section 5; 33 M.R.S. §§ 1603-108 & 1603-118);

i. failing to maintain association records (Bylaws Article 4, Section 5; 33 M.R.S. § 1603-118; 13-B M.R.S. § 715);
j. failing to provide association records to unit owners (Bylaws Article 4, Section 5; 33 M.R.S. § 1603-118; 13-B M.R.S. § 715);
k. failing to adopt budgets (Declaration Article 10; Bylaws Article 5, Section 2; 33 M.R.S. § 1603-103(c) & 1603-115(a));
l. failing to make assessments (Declaration Article 10; Bylaws Article 5, Section 2; 33 M.R.S. § 1603-103(c) & 1603-115(a));
m. failing to properly maintain the limited common and common elements (Declaration Article 2, Section 2.4; Bylaws, Article 5, Section 4(e), 33 M.R.S. § 1603-107); and
n. failing to enforce the pet regulations (Declaration, Article 6, Section 6.2(h).

Decision at 18-19; App. at 98-99.

No other unit owner stepped up and joined Appellants as they spent four years and a quarter million dollars trying to create a functional Association. Appellants did not relish the idea of naming their fellow unit owners as defendants, but they were required to under Section 1603-117(a).

Appellants served writs of execution upon various financial institutions where the LLC or the Association might have financial accounts, recorded writs of execution in the Hancock County Registry of Deeds against any real property owned by the LLC or the Association, and filed the writs of execution along with UCC-1 filings with the Secretary of State against any personal property owned by the LLC or the Association, but the writs were returned unsatisfied. They have not resulted in the payment of any portion of the Judgment. *First Amended Verified Complaint ¶¶ 28-29; App. at 58*.

Upon information and belief, the LLC has no other assets now that the 15 units have been sold. Also upon information and belief, the Association has no assets and/or does not have sufficient assets to satisfy the Judgment. *First Amended Verified Complaint ¶¶ 35-36; App. at 59*.

Moreover, it makes little sense to grant judgment against the Association then to award attorney fees against the Association, only to take away any means to enforce that judgment against the Association.

C. Appellants' Judgment Lien Includes their Attorney Fees

It is unclear if Appellee asserts that if the Business Court allowed the Association to assess the judgment amounts against the unit owners, it should not be permitted to include Appellants' award of attorney fees in that assessment. The Business Court did not decide that issue because it held that the Association could not make any assessment against the unit owners. *App. at 9-18.*

The award of attorney fees is clearly part of the money judgment against the Association. Section 1603-117(a) does not distinguish between "damages" and "legal fees" or interest. It speaks collectively of the "judgment."

Appellee previously objected to paying the award of attorney fees because they argued that the award was based solely on the breach of fiduciary duty claim, which was against the LLC, not against the Association. That is incorrect. The Business Court awarded legal fees based upon the fiduciary duty claim and the

Nonprofit Corporation Act claim, which was against both the LLC and the Association. *Decision at 30-32, 38; App. at 110-112. See also, Attorney Fee Award; App. at 192.* The Business Court awarded the requested fees without making any further apportionment between the Nonprofit Corporation Act and the breach of fiduciary duty claim. *See Attorney Fee Award; App. at 192*. The only reading of the Business Court's Attorney Fee Award is that the legal fees were awarded under both claims without apportion, which is consistent with the joint and several award in the Decision.

Accordingly, the legal fees are part of the judgment against the Association creating the judgment lien under Section 1603-117(a).

CONCLUSION

Assessments and the judgment lien under Section 1603-117(a) are separate and distinct paths to recovery for a judgment creditor. The Business Court erred when it conflated the two. This Court should reverse the Dismissal Order and remand for further proceedings.

Dated at Portland, Maine this 31st day of May, 2024.

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CERTIFICATE OF SERVICE

I, Brendan P. Rielly, attorney of record for Appellants hereby certify that I have this 31st day of May 2024, caused two (2) copies of the foregoing Brief of Appellant to be served by depositing the same in the United States mail, pre-paid, first-class mail, addressed as follows:

Richard Silver, Esq.
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Dated at Portland, Maine this 31st day of May, 2024.

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