

**STATE OF MAINE SUPREME JUDICIAL COURT  
SITTING AS THE LAW COURT  
DOCKET NO. Pen-25-561**

**DOUGLAS H. FLOYD**

**Appellant**

**v.**

**KRISTI A. BUTLER**

**Appellee**

---

**APPELLEE'S BRIEF**

---

**ON APPEAL FROM THE NEWPORT DISTRICT COURT**

---

**Christopher K. MacLean, Esq. (Bar No. 8350)**  
**Attorney for Appellee Kristi A. Butler**  
**DIRIGO LAW GROUP LLP**  
**20 Mechanic Street**  
**Camden, Maine 04843**  
**(207) 236-2500**  
**[chris@dirigolawgroup.com](mailto:chris@dirigolawgroup.com)**

## TABLE OF CONTENTS

|                                                                                                       |              |
|-------------------------------------------------------------------------------------------------------|--------------|
| TABLE OF CONTENTS.....                                                                                | 2            |
| TABLE OF AUTHORITIES.....                                                                             | 3            |
| STATEMENT OF FACTUAL AND PROCEDURAL HISTORY.....                                                      | 4            |
| STATEMENT OF ISSUES.....                                                                              | 13           |
| ARGUMENT                                                                                              |              |
| I. <b>The trial court did not err in finding sufficient evidence to hold Douglas in contempt.....</b> | <b>14-18</b> |
| II. <b>The jail sentence was not erroneous or excessive.....</b>                                      | <b>18-20</b> |
| III. <b>The court did not find Douglas in contempt of the life insurance provision.....</b>           | <b>20</b>    |
| CONCLUSION.....                                                                                       | 21           |
| CERTIFICATE OF SERVICE.....                                                                           | 22           |

## **TABLE OF AUTHORITIES**

| <b><u>Cases:</u></b>                                             | <b><u>Page No.</u></b> |
|------------------------------------------------------------------|------------------------|
| <i>Blackmer v. Williams</i> , 437 A.2d 858 (Me.1981).....        | 15                     |
| <i>Desjardins v. Desjardins</i> , 2005 ME 77, 876 A.2d 26.....   | 18                     |
| <i>Efstathiou v. Efstathiou</i> , 2009 ME 107, 982 A.2d 339..... | 14                     |
| <i>Ehret v. Ehret</i> , 2016 ME 43, 135 A.3d 101.....            | 15                     |
| <i>Gordon v. Cheskin</i> , 2013 ME 113, 83 A.2d 1221.....        | 15                     |
| <i>Ireland v. Tardiff</i> , 2014 ME 153, 107 A.3d 618.....       | 14                     |
| <i>Lewin v. Skehan</i> , 2012 ME 31, 39 A.3d 58.....             | 18                     |
| <i>McBride v. Worth</i> , 2018 ME 54, 184 A.3d 14.....           | 20                     |
| <i>McNutt v. McNutt</i> , 2018 ME 86, 188 A.3d 202.....          | 14, 18                 |
| <i>Mehlhorn v. Derby</i> , 2006 ME 110, 905 A.2d 290.....        | 20                     |
| <i>Murphy v. Bartlett</i> , 2014 ME 13, 86 A.3d 610.....         | 16, 19                 |
| <i>Pratt v. Spaulding</i> , 2003 ME 56, 822 A.2d 1183.....       | 14                     |
| <i>Sloan v. Christianson</i> , 2012 ME 72, 43 A.3d 978.....      | 14                     |
| <i>Sullivan v. Tardiff</i> , 2015 ME 121, 124 A.3d 652.....      | 17                     |

### **Statutory Provisions and Rules:**

|                         |            |
|-------------------------|------------|
| M.R. Civ. P. 52(b)..... | 15         |
| Me. R. Civ. P. 66.....  | 14, 18, 19 |

## **STATEMENT OF FACTS AND PROCEDURAL HISTORY**

This appeal challenges the court's (Newport, *Ociepka, J.*) order after a consolidated hearing on Kristi Butler's motion for contempt and motion to enforce Douglas Floyd's spousal support and life insurance obligations, and Douglas's motion to modify spousal support.

### **Factual History**

The court found the following facts, all of which are supported by the record. The parties were divorced by agreement in 2023. (A. 32.) Soon after the divorce judgment was signed, Douglas was upset with the spousal support obligation. (A. 32.) He did not think it was "fair" (A. 32.) He wrote "blood money" and "bitch blood money" on spousal support checks and spelled Kristi's name as "butt ler" instead of Butler. (A. 32.) In December of 2024, after Kristi filed and served a motion for contempt and to enforce, Douglas stopped paying spousal support altogether. (A. 33.)

Douglas owns his own business, Grandview Mobile Welding, LLC, which performs mobile welding and fabrication work. (A. 33.) Douglas's assertion that his business had taken a significant downturn in 2025 is not supported by the evidence. (A. 33.) The business's gross revenues in 2024 were \$372,064, which was an increase from 2023 (the year the divorce judgment was entered), when gross

revenues were \$347,350. (A. 33.) Douglas did not provide up-to-date information for 2025. (A. 34.)

Douglas's testimony regarding his expenses is also not supported by the evidence. (A. 34.) Many personal expenses are paid through the business and then treated as deductions. (A. 34.) The business's tax records also show a \$140,000 loan from the business to Douglas in 2024, which he could not explain. (A. 34.) Douglas is carrying a fair amount of credit card debt and has significant expenses trying to fund two houses; despite this however, the bank account statements for Grandview Mobile Welding, Inc. (the account that Douglas paid spousal support from when he did pay), generally show sufficient funds each month that Douglas could have used to satisfy most if not all of his obligation: 12/31/24: \$1,848.52; 1/31/25: \$4,304.46; 2/28/25: \$5,908.74; 3/31/25: \$1,208.18; 4/30/25: \$6,385.44; 5/30/25: \$2,412.01; 6/30/25: \$852.27. (A. 34).

Douglas has claimed annual personal living expenses in Maine and Massachusetts of approximately \$144,000 per year. (A. 39.) In addition, he spends \$8,000 annually on cigarettes. (A. 39.) Douglas supports his girlfriend, for whom he has no court-ordered obligation, and who is unemployed. (A. 39.) Douglas's choice to spend \$12,000 per month on his lifestyle is not reasonable when those choices come at the expense of his court-ordered obligation to pay spousal support to Kristi. (A. 39.) Rather than having an inability to comply with the spousal support

obligation based on his expenses, Douglas is making a choice not to comply with the court-ordered obligation while prioritizing other voluntary expenses. (A. 39.)

Douglas has had to deal with some medical issues that have limited his physical mobility. (A. 34.) Douglas did not present sufficient evidence, however, to link his physical limitations with an inability to earn through his company, which appears to rely on a significant number of independent contractors for the day-to-day work. (A. 34.)

Kristi tried several times to get Douglas to sign off on required documents for a life insurance policy, but he refused. (A. 35.) Eventually, after about a year of trying, Douglas signed, but the application has been denied. (A. 35.)

### **Procedural History**

The parties were divorced by an agreed upon divorce judgment dated August 10, 2023. (A. 32.) Among other things, that judgment required Douglas to pay Kristi spousal support of \$1,800 per month beginning August 14, 2023, and continuing for 90 months. (A. 32.) The judgment also granted Kristi the right, as long as the spousal support obligation existed, to own and pay for a life insurance policy on Douglas's life with a death benefit of \$150,000 with Kristi named as the sole beneficiary. (A. 32.)

Kristi filed a motion for contempt on July 12, 2024. (A. 14.) On the same day, Kristi filed a motion to enforce. (A. 15.) In an attachment to both motions, Kristi

stated that Paragraph 7 of the divorce judgment allowed her to own and pay for a life insurance policy on Douglas's life. (A. 52.) Kristi alleged that in order to implement the terms of this provision, Douglas was required to cooperate in good faith by signing paperwork, participating in a telephone interview, and potentially undergoing a brief health exam with a registered nurse. (A. 52.) She claimed that Douglas refused to cooperate. (A. 52.) Kristi also alleged that Douglas was engaging in demeaning and harassing behavior, including by writing profane messages on spousal support checks. (A. 52.)

On February 18, 2025, Kristi filed a motion to amend her motion for contempt because Douglas had stopped paying spousal support altogether. (A. 17.) Douglas then filed a response and a motion to modify on March 12, 2025, seeking to reduce or terminate his spousal support obligation. (A. 17.) On March 31, 2025, Kristi filed an opposition to Douglas's motion to reduce or terminate spousal support. (A. 18.)

On September 9, 2025, a hearing was held regarding all pending motions. (A.19.) Douglas and Kristi both testified, and several exhibits were offered and admitted.

During his testimony, Douglas admitted that he had not made a single spousal support payment to Kristi since November 2024 and provided several alleged justifications. (Tr. 36.) Douglas claimed that he was unable to pay spousal support because he was unable to work due to his medical issues, particularly between

December 2024 and February 2025. (Tr. 135.) He also claimed that his business suffered due to tariffs that took effect in February or March of 2025, reducing his work. (Tr. 135.) However, Douglas acknowledged that he stopped paying spousal support in November 2024, prior to either of these alleged issues. (Tr. 36-37.) He also acknowledged that his gross receipts in 2024 were higher than his gross receipts in 2023—the year of the divorce judgment. (Tr. 63, 65.) Douglas didn't produce any profit and loss statements to show that his revenue had decreased in 2025. (Tr. 150-151.) Moreover, in all of the months that he failed to pay spousal support, Douglas had funds available in his business account (which he uses for personal expenses). (Tr. 152.) At one point during his testimony, Douglas acknowledged that since 2022 “the revenue has been there.” (Tr. 62.)

Douglas also claimed that he could not pay his spousal support because he does not make sufficient income to cover his own monthly expenses. At various times, he has claimed that his monthly expenses are between \$110,000 - \$144,000 per year. (Tr. 49, 59.) Regarding his income, on his financial statement, he claimed that his 2025 income as of June 2025 was only between 0 - \$2000 for the entire year. (Tr. 60.) However, Douglas uses his business checking account to pay personal expenses each month. (Tr. 54.) Douglas is the sole shareholder of his S corp, and in 2024, according to the business tax return, the S corp gave Douglas a “loan” in the

amount of \$140,000, which is not included in his annual income on his personal return. (Tr. 66-68.)

Regarding his expenses, Douglas spends over \$8,000 per year on cigarettes. (Tr. 73.) Douglas also provides substantial financial support to his girlfriend, who is unemployed, (Tr. 42-44), including paying her cell phone bill and auto insurance, (Tr. 47, 49).

Douglas does have a significant amount of debt. However, much of Douglas's debt is attributable to business expenses. (Tr. 122-124.) Although he testified and provided evidence regarding his high credit card balances, it is hard to know how to treat this credit card debt, because he testified that several credit cards are used for both personal and business expenses. (Tr. 130-132.) Douglas commingles his business and personal expenses and pays for the majority of his personal expenses from his business accounts. (Tr. 128-129.)

Regarding Douglas's ability to pay spousal support, the following colloquy took place between Kristi's attorney and Douglas:

Mr. MacLean: You would agree with me that every month since November of 2024, sir, you've had at least some money that you could have used to apply toward the spousal support obligation.

Douglas: Yes.

Mr. MacLean: Okay. And you chose not to.

Douglas: Yes.  
(Tr. 37.)

Regarding the life insurance obligation, Kristi testified that she contacted the life insurance company and prepared the application, which required Douglas's signature, and he refused to meet to sign the paperwork. (Tr. 91.) It took over a year to get his signature on the document. (Tr. 91.) After submitting the document, Kristi was informed that the application was denied. (Tr. 93.) She was unable to find another company that would cover an ex-spouse. (Tr. 110.) Douglas claimed that he cooperated with the life insurance process but was denied due to his physical condition. (Tr. 145-146.) Douglas produced no documents to corroborate that assertion.

On October 16, 2025, the court denied Douglas's motion to reduce or terminate spousal support and granted Kristi's motion to enforce and motion for contempt. (A. 20.) The court found by clear and convincing evidence that Douglas had failed to comply with the spousal support obligation in the parties' divorce judgment. (A. 35.) The court found that Douglas was in arrears in the amount of \$16,200 as of August 14, 2025 (representing nine consecutive months of no payments). (A. 35.) A judgment in this amount was awarded to Kristi. (A. 35.) Douglas erroneously states in his brief that *seven* spousal support payments were missed. (Blue Br. 5, 7, 13.) The court ordered Douglas to pay Kristi spousal support

of \$1,800 per month on or before the 14<sup>th</sup> of each month by direct deposit into a bank account identified through counsel and to pay the \$16,200 arrears along with any accrued interest, by December 31, 2025. (A. 36.)

The court imposed a 30-day jail sentence, to remain suspended as long as Douglas complied with each component of the contempt order. (A. 36.) The contempt order was to remain in effect for five years. (A. 37.) The court ordered that if Douglas did not comply with the contempt order, Kristi or her counsel could file an affidavit outlining his violation. (A. 37.) Douglas would then have 10 days to file a responsive affidavit to show cause why he should not be required to serve the 30-day jail sentence. (A. 37.) If Douglas filed such an affidavit, the court could schedule a show cause hearing or issue an arrest and incarceration order that Douglas serve the 30-day jail sentence. (A. 37.) If committed to jail, Douglas would always have the right to obtain his immediate release from jail by posting non-third-party bail in the amount set forth in the arrest and incarceration order issued by the court and satisfying any other conditions imposed. (A. 37.)

As it relates to the life insurance requirement, the court granted the motion to enforce and ordered that Douglas immediately apply for a term life insurance policy extending for the duration of the term of spousal support set forth in the divorce judgment and execute releases to allow Kristi and her counsel to verify that Douglas has applied in good faith for coverage. (A. 37.) Contrary to the contention raised by

Douglas (Blue Br. 3, 7, 11.), the Court did not find Douglas in contempt as it relates to the life insurance issue. (A. 35-36.)

On October 29, 2025, Douglas filed a motion for findings of fact. (A. 20.) Although Douglas requested that the court make specific findings as to his income and expenses, he himself proposed no specific findings on these issues; the only proposed finding that he requested was that “the expenses that he is reasonably expected to maintain or contractually obligated exceed his income.” (A. 97.) On November 18, 2025, Douglas’s motion for further findings was granted and the court made additional findings. (A. 21) Douglas filed a timely notice of appeal on December 5, 2025. (A. 21)

## **STATEMENT OF ISSUES**

- I. Whether there was sufficient evidence to find Douglas in contempt.
- II. Whether the suspended jail sentence was erroneous or excessive.
- III. Whether the court found Douglas in contempt with regards to the life insurance provision.

## **ARGUMENT**

### **I. THE TRIAL COURT DID NOT ERR IN FINDING SUFFICIENT EVIDENCE TO HOLD DOUGLAS IN CONTEMPT.**

This Court reviews the factual findings underlying a contempt order for clear error and the remedial sanctions imposed for an abuse of discretion. *McNutt v. McNutt*, 2018 ME 86, ¶ 11, 188 A.3d 202.

To support a contempt order, a court must find, by clear and convincing evidence, that the person alleged to be in contempt: (1) has failed or refused to perform an act required or continues to do an act prohibited by a court order, and (2) has the power to perform the act required or to cease performance of the act prohibited. Me. R. Civ. P. 66(d)(2)(D); *Pratt v. Spaulding*, 2003 ME 56, ¶ 11, 822 A.2d 1183; *Ireland v. Tardiff*, 2014 ME 153, ¶ 8, 107 A.3d 618. “[T]he ability to pay or comply with a court order is not an all or nothing proposition.” *Efstathiou v. Efstathiou*, 2009 ME 107, ¶ 113, 982 A.2d 339. A person subject to a court order must “comply to the fullest extent possible, regardless of whether such efforts result in compliance in whole or in part.” *Id.* (internal citations omitted).

“When . . . a party to an appeal asserts that the trial court’s findings are not supported by evidence in the record, [this Court] reviews the record, and reasonable inferences that may be drawn from the record, in the light most favorable to the trial court’s judgment to determine if the findings are supportable by competent evidence.” *Sloan v. Christianson*, 2012 ME 72, ¶ 25, 43 A.3d 978. “Factual findings

should not be overturned in an appellate proceeding simply because an alternative finding also finds support in the evidence.” *Gordon v. Cheskin*, 2013 ME 113, ¶ 12, 83 A.2d 1221. This Court defers to the trial court's determination of witnesses' credibility and its resolution of conflicts in testimony. *Blackmer v. Williams*, 437 A.2d 858, 863 (Me. 1981).

Upon request, a court may amend its findings or make additional findings of fact and amend a judgment. M.R. Civ. P. 52(b). However, any request must include the proposed findings of fact and conclusions of law requested to alert the trial court as to the areas where additional findings of fact and conclusions of law are requested. *Id.* When such a request has been properly filed and denied, this Court can consider only the express factual findings of the lower court in reviewing a decision; however, the request for further findings must be made with regard to the issues on appeal. See *Ehret v. Ehret*, 2016 ME 43, ¶ 11, 135 A.3d 101 (Recognizing that a motion for further findings would be relevant “[t]o the extent the motion requested findings regarding the values of the assets and liabilities subject to the distributive order . . . .”).

Douglas claims that the court erred because it failed to make specific findings regarding Douglas's earning capacity as compared to his expenses and obligations, thus showing that he had and presently has the ability to comply with the court order. (Blue Br. 8.) Douglas points out that the court had Douglas's “financial statement,

tax returns, debt obligations, and bank statements that went into 2025.” (Blue Br. 9.) He claims that all of this information was un rebutted by Kristi. (Blue Br. 9.) He claims that the court failed to “properly analyze this case” because it disregarded these “un rebutted” documents as well as Douglas’s declining business, dramatic increase in debt, and deteriorating health conditions. (Blue Br. 9.)

In making this argument, Douglas primarily relies on *Murphy v. Bartlett*, 2014 ME 13, 86 A.3d 610. Although this court stated in *Murphy* that “the preferred practice is for the court to make an express finding of this basic calculation of obligations versus expenses,” *Id.* ¶ 12, such a calculation is not required, and in fact may be impossible where, like here, the contemnor has not been transparent regarding his income or expenses. Douglas’s lack of transparency is particularly apparent from his failure to provide the court with figures regarding his actual income and expenses when requesting findings of fact on these issues.

Moreover, the facts of *Murphy* are distinct from the relevant facts here. In that case, this Court reviewed a trial court’s contempt order and vacated the finding that the appellant had the *prospective* ability to make *all* future payments because the record clearly showed that the appellant’s necessary annual expenses—which the court was able to calculate with specificity—were greater than the appellant’s precise annual income. *Id.* ¶ 15. Here, the trial court was not provided with clear information regarding Douglas’s annual income and living expenses, and to the

extent Douglas made assertions about these numbers, the court did not find them to be credible. As a result, in this case, it was within the court's discretion to rely on other evidence to find that Douglas had the prospective ability to make the payments, including evidence regarding his discretionary spending. *See Sullivan v. Tardiff*, 2015 ME 121, ¶ 19, 124 A.3d 652.

Contrary to Douglas's other arguments, Kristi thoroughly challenged Douglas's characterization of his income and assets during his testimony. Moreover, the trial court did not erroneously disregard Douglas's self-serving summaries of his income and expenses—it actively determined that those summaries were not credible and chose not to credit them. Regarding Douglas's credit card statements, tax returns, and bank statements, the court found that because Douglas commingles his personal and business expenses, gave himself a \$140,000 loan from his business to himself in 2024, and actually had money available in his business checking account (which he uses to pay personal expenses), these records did not corroborate Douglas's argument that he had or has an inability to make spousal support payments. The court also found that Douglas failed to show a credible connection between his medical condition and business activities. All of these findings are supported by the record and constitute proper inferences for the court to have drawn to support its judgment.

Finally, Douglas argues that the court's failure to perform an exercise of identifying his specific income and monthly expenses "should also be reconsidered as lacking in foundation." (Blue Br. 9.) Douglas provides no citation for this argument, and it is unclear what legal theory he is relying on.

In sum, Kristi proved by clear and convincing evidence that Douglas has the present ability to make payments of \$1800 per month in spousal support, and the court's order was not erroneous. As such, this Court should uphold the contempt portion of the decision dated October 16, 2025.

## **II. THE COERCIVE JAIL SENTENCE IMPOSED BY THE COURT IS NOT ERRONEOUS OR EXCESSIVE.**

This Court reviews the remedial sanctions of a contempt order for an abuse of discretion. *McNutt v. McNutt*, 2018 ME 86, ¶ 11, 188 A.3d 202.

Coercive imprisonment is available as a remedial sanction where the court is ordering that the contemnor perform a specific, affirmative act. *Desjardins v. Desjardins*, 2005 ME 77, ¶ 7, 876 A.2d 26; *Lewin v. Skehan*, 2012 ME 31, ¶ 19, 39 A.3d 58; M.R. Civ. P. 66(d). The basis for this requirement is that in the event a contemnor is committed to jail as a result of a contempt order, he or she must be given the ability to purge him or herself of the contempt during the pendency of the jail sentence by performing the specific act. M.R. Civ. P. 66(d)(3). "We have figuratively described the requirement that contemnors 'carry the keys of their prison

in their own pockets’ as an essential predicate for the imposition of incarceration as a coercive remedy for civil contempt.” *Murphy v. Bartlett*, 2014 ME 13, ¶ 17, 86 A.3d 610 (emphasis added).

Douglas argues that because the finding that he has the present ability to purge himself of the contempt is clearly erroneous, the court erred by imposing coercive imprisonment for a five-year period. As described above, unlike in *Murphy v. Bartlett*, the court in this case did not err in finding that Douglas has the present ability to comply with the spousal support provisions of the divorce judgment. Therefore, the court did not err in imposing a remedial suspended sentence of imprisonment. Moreover, the rules of procedure put no time limit on a contempt order. Here, the judgment requires 90 months of spousal support payments starting in 2023, and a five-year order is reasonably within the parameters of that judgment.

Douglas also argues that the order is not reasonable because it does not “expressly ensure an evidentiary hearing if it is alleged that there was a failure to comply.” (Blue Br. 11-12.) Douglas provides no legal citation for this argument, and the rules of civil procedure do not require an evidentiary hearing before a person found in contempt may be committed to the county jail. M.R. Civ. P. 66(d)(3)(A). That said, before imprisonment can be imposed, the court order does require Kristi to file an affidavit and provides Douglas an opportunity to respond and allows the court to schedule a show cause hearing where appropriate.

In short, the court did not abuse its discretion in imposing a suspended sentence of imprisonment in a contempt order with a five-year duration.

### **III. THE COURT DID NOT FIND DOUGLAS IN CONTEMPT AS IT PERTAINED TO THE LIFE INSURANCE OBLIGATION.**

Douglas argues that the court erred in finding him in contempt of the life insurance provision. (Blue Br. 11.) Contrary to Douglas's argument, he was not found in contempt for not having obtained life insurance; instead, the court granted Kristi's motion to enforce on this issue.

Any possible argument that the court erred in granting Kristi's motion to enforce the life insurance provision has been waived because it was not raised in Douglas's brief. *Mehlhorn v. Derby*, 2006 ME 110, ¶ 11, 905 A.2d 290. In any event, any such argument is without merit. "A party to a divorce judgment who files a motion to enforce is entitled to an order of enforcement when the other party has failed to comply with an unambiguous provision of the judgment." *McBride v. Worth*, 2018 ME 54, ¶ 10, 184 A.3d 14. Here, the divorce judgment provided Kristi with the right to life insurance coverage to protect the spousal support obligation in the event of Douglas's death, and it is clear that further order from the court is necessary to effectuate that provision.

## **CONCLUSION**

For the reasons stated above, the Appellee, Kristi Butler, respectfully requests that the court's order dated October 16, 2025, be affirmed, and that this Court order any further relief it determines to be just.

Respectfully submitted,

Dated: April 23, 2026

/s/ Christopher K. MacLean, Esq.  
Christopher K. MacLean, Esq. (Bar No. 8350)  
Attorney for the Appellee Kristi A. Butler  
DIRIGO LAW GROUP LLP  
20 Mechanic Street  
Camden, Maine 04843  
(207) 236-2500

## **CERTIFICATE OF SERVICE**

I, Christopher K. MacLean, Esq., attorney for the Appellee in this matter, hereby certify that I have made service of an electronic copy of the foregoing BRIEF OF APPELLANT on the following counsel, and upon acceptance of this brief by the Court, two paper copies will be served:

Joseph Baldacci, Esq.  
6 State Street, Suite 605  
P.O. Box 1423  
Bangor, ME 04402-1423

[jbaldacci@baldaccilaw.com](mailto:jbaldacci@baldaccilaw.com)

Dated at Camden, Maine this 23rd day of April 2026

/s/ Christopher K. MacLean, Esq.  
Christopher K. MacLean, Esq.  
DIRIGO LAW GROUP LLP  
20 Mechanic Street  
Camden, Maine 04843  
(207) 236-2500