

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

LAW COURT DOCKET NO. BCD-23-454

**RANDALL BELYEA**

**Appellant**

v.

**HEATHER CAMPBELL ET AL.**

**Appellee**

ON APPEAL from the Business and Consumer Docket

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**APPELLEE'S BRIEF**

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## **Statement of Procedural History**

In February of 2019 Randall Belyea brought a civil action against Heather Campbell, et al in Aroostook County Superior Court asserting claims for Count I – Conversion, Count II – Unjust Enrichment, Count III – Fraud, Count IV – Constructive Trust, Count V – Tortious Interference with an Advantageous Relationship, Count VI – Fraudulent Transfer, Count VII – Punitive Damages, Count VIII – Breach of Contract, Count IX – Accounting and Count X – Injunctive Relief. Defendant, Heather Campbell filed a timely answer to said Complaint. In March of 2019 this matter was transferred to the Business and Consumer Court.

Jury Trial herein was undertaken during the week of October 30, 2023, the aforesaid counts were resolved as follows:

Count I – Conversion: Judgment for Defendant as a matter of Law  
(2Tr 99, 100)

Count II – Unjust Enrichment: Judgment for Plaintiff (4Tr 52-55)

Count III – Fraud: Jury verdict for Defendant (4Tr 46)

Count IV – Constructive Trust: Judgment for Defendant (4Tr 55)

Count V – Tortious Interference with an Advantageous Relationship:

Judgment for Defendant as a matter of Law (2Tr 100, 101)

Count VI – Fraudulent Transfer: Judgment for Defendant as a matter

of Law (2Tr 101)

Count VII – Punitive Damages: Judgment for Defendant (4Tr 55, 56)

Count VIII – Breach of Contract: Jury verdict for Plaintiff set aside by

Count and Judgment for Defendant (4Tr 50-52)

Count IX – Accounting: Judgment for Defendant (4Tr 56)

Count X – Injunctive Relief: Judgment for Defendant (4Tr 56)

Plaintiff, Randall Belyea filed a timely appeal; Defendant, Heather Campbell did not cross appeal.

## Statement of Facts

Belyea Enterprises, Inc., incorporated in 2003; Randall Belyea was the sole shareholder and President of the company (1Tr 20) Belyea Enterprises, Inc. contracted with FedEx Ground to provide package delivery services in Aroostook County (1Tr 20). In 2010 Belyea Enterprises, Inc. reorganized; Randall Belyea continued as sole stockholder and President of the company (1Tr 20). In 2011 Belyea Enterprises, Inc. and FedEx reformulated the service contract between them; Belyea Enterprises, Inc. was an Independent service provider with a contract term which expired in September of 2016; Randall Belyea remained the sole stockholder and President of Belyea Enterprises, Inc. and was named as Belyea Enterprises, Inc. "Authorized Officer" in the FedEx contract (1Tr 20-21). Although Belyea Enterprises, Inc. owned and maintained the motor trucks delivering packages for FedEx and employed the drivers operating those motor trucks, all package pickup was coordinated at the FedEx terminal premises; the motor trucks were housed at the FedEx terminal premises; FedEx routinely inspected the Belyea Enterprises, Inc. motor trucks at FedEx terminal premises (3Tr 16); FedEx required review by its representatives or designees of the qualifications of all drivers to be employed by Belyea Enterprises, Inc. prior to hire and FedEx routinely

monitored driving activities and work performance of Belyea Enterprises, Inc. drivers (2Tr 108-112). In December of 2013, Randall Belyea and Heather Campbell became involved in a personal relationship (1Tr 20). In 2014 Heather Campbell began providing bookkeeping services for Belyea Enterprises, Inc. (1Tr 21), including monitoring bank accounts and accounts payable, managing payroll and issuing checks. The sole source of income of Belyea Enterprises, Inc. was its contract with FedEx (1Tr 76). In December of 2014 Randall Belyea moved into Heather Campbell's residence (1Tr 21). Heather Campbell continued all bookkeeping for Belyea Enterprises, Inc. and qualified as a FedEx driver for Belyea Enterprises, Inc (1Tr 85-86). On December 25, 2015 Randall Belyea proposed marriage to Heather Campbell and she accepted (1Tr 21). In spring of 2016 Randall Belyea began the negotiating process for the renewal of the Belyea Enterprises, Inc. contract with FedEx (1Tr 21). He was informed that due to a criminal misdemeanor conviction in 2012, he was disqualified as a FedEx contractor and any FedEx contract involving him would not be renewed (1Tr 21). He would not be allowed on FedEx terminal premises; he would not drive any motor truck assigned to the FedEx contract with Belyea Enterprises, Inc.; he was not to wear any clothing with FedEx logo; he was to return his FedEx badge (1Tr 78-79)

(3Tr 7). The Belyea Enterprises, Inc. contract with FedEx could not be transferred by Randall Belyea, only FedEx could issue a new contract for services (3Tr 6). It was determined that Belyea Enterprises, Inc. contract with FedEx could be renewed as long as Randall Belyea was not the owner or officer of Belyea Enterprises, Inc. Randall Belyea and Heather Campbell discussed options to continue the Belyea Enterprises, Inc. contract with FedEx; it was suggested that Heather Campbell would be acceptable as an "Authorized Officer" for the FedEx contract if she was the sole stockholder and officer of Belyea Enterprises, Inc. Heather Campbell expressed her concern about the substantial debt of Belyea Enterprises, Inc. which the company was obligated to pay and how taking on the Belyea Enterprises, Inc. debt would interfere with her plans to construct a horse arena (2Tr 122-124). In spite of her reluctance Heather Campbell agreed to become the "Authorized Officer" on the new FedEx contract, on the understanding that all Belyea Enterprises, Inc. stock would be transferred to her and she would hold all offices of Belyea Enterprises, Inc. Randall Belyea and Heather Campbell met with Carol McNally, manager of FedEx, to confirm that if a new contract was issued to Belyea Enterprises, Inc. Randall Belyea would have no ownership or management role with Belyea Enterprises, Inc. and if Randall Belyea and Heather Campbell ended their relationship Heather



Campbell would control Belyea Enterprises, Inc. and the FedEx contract (3Tr 9-10). Thereafter a new contract with Belyea Enterprises, Inc. was executed naming Heather Campbell as "Authorized Officer" (1Tr 21). In August of 2016 Randall Belyea transferred all of his stock of Belyea Enterprises, Inc. to Heather Campbell and resigned all offices (1Tr 21); Randall Belyea indicated to his lawyers office staff that he was done with all Belyea Enterprises, Inc. stock and FedEx (2Tr 49). Heather Campbell became the sole stockholder of Belyea Enterprises, Inc. and became President of Belyea Enterprises, Inc (1Tr 21). At the time of Belyea Enterprises, Inc. stock transfer Belyea Enterprises, Inc. had debt of \$130,000.00 which debt would be paid by Belyea Enterprises, Inc (1Tr 22). At the time of the transfer of said stock no written agreement between Randall Belyea and Heather Campbell in regard to the transfer of said stock was prepared or executed by either Randall Belyea or Heather Campbell. Randall Belyea and Heather Campbell have suggested different understandings of how everything would or would not remain the same after the stock transfer. Subsequent to the transfer of Belyea Enterprises, Inc. ownership to Heather Campbell, Randall Belyea remained in the employ of Belyea Enterprises Inc; Randall Belyea worked from Heather Campbell's residence, performed routine maintenance and washing of the

Belyea Enterprises, Inc. motor trucks at the Heather Campbell residence premises; he was not allowed at the FedEx terminal premises; he had no role in regard to the FedEx contract with Belyea Enterprises, Inc. or in dealing with FedEx daily; he was not allowed to drive a Belyea Enterprises, Inc. motor truck under contract with FedEx; he did not hire drivers as such required FedEx review prior to hire (3Tr 12). In 2018 after a period of discord in the Belyea/Campbell relationship, Heather Campbell requested that Randall Belyea move out of her residence and sometime thereafter Heather Campbell terminated Randall Belyea's employment with Belyea Enterprises, Inc (1Tr 22). Heather Campbell continues as the sole stockholder of Belyea Enterprises, Inc.

## **Statement of Issues**

1. Whether or not the Trial Court erred in finding that, notwithstanding the jury verdict, the jury could not reasonably find that a contract was formed between Randall Belyea and Heather Campbell and in granting judgment for Defendant Heather Campbell.
2. Whether the Trial Court erred in finding that no jury could reasonably find for Randall Belyea on his conversion claim and in granting judgment for Defendant Heather Campbell as a matter of law as to conversion.

## Argument

**1. The Trial Court did not err in finding that, notwithstanding the jury verdict, the jury could not reasonably find that a contract was formed between Randall Belyea and Heather Campbell and in granting judgment for Defendant Heather Campbell.**

In granting Defendant Heather Campbell Rule 50 (b) motion and entering a judgment for Defendant Heather Campbell as a matter of law on the contract claim the Court indicated the following:

The terms of the asserted contract between Mr. Belyea and Ms. Campbell are vague, indefinite, not specific, and probably impossible to use as a term, even if they were specific. The terms had been variously framed by plaintiff as the agreement was the business would continue to belong to Mr. Belyea. Nothing would change. Ms. Campbell would remain an owner on paper only. Mr. Belyea would retain the benefit of ownership. And that's pretty much the agreement and pretty much what was described in the complaint.

None of those terms as – none of those items are actual terms that allow for a sufficiently definite understanding to permit enforcement. So for instance, first off, it's not possible that things were going to remain the same. That – that was impossible. Mr. Belyea could no longer go to the FedEx terminal. He could no longer have any communication with FedEx whatsoever. He couldn't troubleshoot on behalf of

FedEx, nor do anything else that touched upon FedEx at all. So clearly, his role, even if not owner, could not remain the same. He could not negotiate contracts on behalf of Belyea Enterprises.

Moreover, even if we look at those terms, there's nothing that fleshes them out. What happens if a company takes a turn for the worse? How long are these terms supposed to be in effect? Does it lock everything in as is, meaning no pay raises for Randall Belyea ever? Does it mean no new contracts with FedEx? Does it mean we can't buy new trucks? The number of trucks stay the same? The drivers say the same? That you can't apply for grant applications? And if there's a reconveyance, when is that supposed to occur and under what terms? There's literally nothing here by which the contract could be enforced. Meaning there's nothing here by which there could be a meeting of the minds, a term sufficiently specific to allow enforceability.

For that reason, notwithstanding the jury verdict, I find that the jury could not reasonably find that there was a contract formed as between Mr. Belyea and Heather Campbell.

Rule 50 (a) MRCivP. provides that the Court may grant the motion as to any claim if the Court determines that, viewing the evidence and all reasonable inferences therefrom most favorably to the party opposing the motion, a jury could not reasonably find for that party on an issue that under the substantive law is an essential element of the claim.

Further, the review of the grant of the Rule 50 (b) motion for judgment for a matter of law requires that the jury's verdict be reviewed to "determine if any reasonable view of the evidence and those inferences that are justifiably drawn from that evidence supports the jury verdict." *Maine Energy Recovery Co. v. United Steel Structures, Inc.* 724 A.2d 1248, 1250 (1999 ME 31)

The establishment of a contract requires that the parties mutually assent "to be bound by all its material terms; the assent must be manifested in the contract, either expressly or impliedly; and the contract must be sufficiently definite to enable the Court to determine its exact meaning and fix exactly the legal liabilities of the parties." *Forrest Associates v. Passamaquoddy Tribe* 760 A.2d 1041, 1044 (2000 ME 195), *Roy v. Danis, Inc.* 553 A.2d 663, 664 (ME 1989)

Further, "An offer must be so definite in its terms, or require such definite terms in the acceptance, that the promises and performances to be rendered by each party are reasonably certain." *Bragdon v. Shapiro* 77 A.2d 598, 601 (146 ME 83)

In this matter there is no written contract in regard to the transfer of the Belyea Enterprises, Inc. stock by Randall Belyea to Heather Campbell;

said transfer was effected to retain Belyea Enterprises, Inc.'s contract with FedEx. The Belyea Enterprises, Inc. stock could not be reconveyed by Heather Campbell to Randall Belyea without voiding the FedEx contract as Randall Belyea had been disqualified by FedEx. Transfer of the Belyea Enterprises, Inc. stock to another person would not include the FedEx contract, sole source of income for Belyea Enterprises, Inc., as FedEx controlled the granting of its contract. Randall Belyea advised the FedEx manager that he was done with the stock. Randall Belyea suggests that everything would be the same after the granting of the FedEx contract to Heather Campbell and transfer of Belyea Enterprises, Inc. stock to Heather Campbell. It is not reasonable to adopt such position as Randall Belyea could not go to the FedEx terminal, had no role in contract negotiations with FedEx, could not drive a motor truck under the FedEx contract with Belyea Enterprises, Inc. and could not wear clothing with the FedEx logo. Randall Belyea could not hire or fire Belyea Enterprises, Inc. drivers as every aspect of those drivers employment was controlled by FedEx. After the Belyea Enterprises, Inc. stock transfer to Heather Campbell, Randall Belyea and Heather Campbell remained in a relationship and Randall Belyea remained employed by Belyea Enterprises, Inc.; however there were no specific or definite terms of that relationship or that employment

going forward. Things could never be the same. Further, it is not reasonable to accept that the Belyea Enterprises, Inc. stock transfer was on paper only. Heather Campbell alone was the “Authorized Officer” of Belyea Enterprises, Inc. on its contract with FedEx. Heather Campbell was the person responsible for maintaining the FedEx contract, for regular dealings with FedEx and following through with FedEx. It was not reasonable that Randall Belyea was “calling the shots” for Belyea Enterprises, Inc. as the same was Heather Campbell’s responsibility. Further, it is not reasonable to accept that terms of alleged contract were definite and specific. There were no terms on duration of any contract; there were no specifics in regard to company decisions other than that Heather Campbell had exclusive control; there was no specifics in regard to future plans for Belyea Enterprises, Inc.; there were no specifics in regard to withdrawal by either Heather Campbell or Randall Belyea; there were no terms in regard to reversal of business circumstances or employment. Further, it is not reasonable to accept that simply because Heather Campbell and Randall Belyea remained in a personal relationship and lived together after the Belyea Enterprises, Inc. stock transfer that alone constitutes support for the premise that nothing would change between the parties.



In addition “It is essential to the formation of a valid and enforceable contract that there be a meeting of the minds of the parties to the contract” *Sarchi v. Uber Technologies, Inc.* 268 A.3. 258, 265 (2022 ME 8)

Further, it is not reasonable to accept that Heather Campbell and Randall Belyea had a “meeting of the minds” in regard to the transfer of the Belyea Enterprises, Inc. stock from Randall Belyea to Heather Campbell other than to save the Belyea Enterprises, Inc. contract with FedEx and thereafter Belyea Enterprises, Inc. was Heather Campbell’s company.

For a contract to be enforceable, “the parties thereto must have a distinct and common intention which is communicated by each party to the other”. *Searles v. Trustees of St. Joseph’s College* 695 A.2d 1206, 1211 (ME 1997), *Stanton v. University of Maine System* 773 A.2d 1045, 1051 (2001 ME 96)

It is established that “A court cannot enforce a contract unless it can determine what it is” *Ault v. Pakulski* 520 A.2d 703, 704 (ME 1989)(quoting from 1A. Corbin, Contracts § 95, at 394 (1963))

It is not reasonable to accept the position that any agreement between Randall Belyea and Heather Campbell would be enforceable as it was impossible to ascertain what the agreement was. Legal liability cannot

be defined or established as Heather Campbell could not convey the Belyea Enterprises, Inc. ownership back to Randall Belyea without voiding the FedEx contract.

In short, there is no contract between Randall Belyea and Heather Campbell in regard to the Belyea Enterprises, Inc. stock and the Court properly granted a judgment for Defendant Heather Campbell on the contract claim as a matter of law.

**2. The Trial Court did not err in finding that no jury could reasonably find for Randall Belyea on his conversion claim and in granting judgment for Defendant Heather Campbell as a matter of law as to conversion.**

In granting Defendant Heather Campbell Rule 50 (a) MRCivP. Motion and entering judgment for Defendant Heather Campbell as a matter of law on the conversion claim the Court indicated the following:

The problem is that one of the essential elements for a claim of conversion is that the plaintiff – the person making the claim– had to have a right to possession at the time of the alleged conversion.

Here, the date of the alleged conversion is 2018. I expressly queried counsel as to what's the date of the conversion. It's 2018. We're not talking about 2016. And at 2018, it is undisputed and undisputable that

Heather Campbell was the sole owner of the stock of Belyea Enterprises, Inc.; therefore at that time, at the demand for return of the property, Randall Belyea had no legal interest in the company at all. He, therefore, had no right to demand its return under a conversion claim. Therefore, under any review of the facts, no jury could reasonably find for Randall Belyea on his conversion claim. And therefore, I grant judgment as a matter of law as to conversion.

Rule 50 (a) MRCivP. provides that the Court may grant the motion as to any claim if the Court determines that, viewing the evidence and all reasonable inferences therefrom most favorably to the party opposing the motion, a jury could not reasonably find for that party on an issue that under the substantive law is an essential element of the claim.

“The gist of conversion is the invasion of a party’s possession or right to possession at the time of the alleged conversion ... The necessary elements to make out a claim for conversion are: (1) a showing that the person claiming that his property was converted has a property interest in the property; (2) that he had the right to possession at the time of the alleged conversion; and (3) that the party with the right to possession made a demand for its return that was denied by the holder” *Wither v. Hackett* 714 A.2d 798, 800 (1998 ME 164), *Barron v. Shapiro & Morley, LLC* 157 A.3d 769, 773 (2017 ME 51)

Further, “The plaintiff must show that he had a general, or a special property in the goods, and the right to their possession at the time of the alleged conversion...” *Bell v. Red Ball Potato Co., Inc.* 430 A.2d 835, 837 (ME 1981)

In this matter the stock ownership in Belyea Enterprises, Inc. was transferred by Randall Belyea to Heather Campbell in August of 2016; thereafter Randall Belyea had no ownership interest in and no right to possession of Belyea Enterprises, Inc. stock. In 2016, Randall Belyea was disqualified as a FedEx contractor; Randall Belyea could not be involved in any way with a FedEx contract. In 2018, any transfer of Belyea Enterprises, Inc. stock by Heather Campbell to Randall Belyea would result in cancelation of the Belyea Enterprises, Inc. contract by FedEx; leaving Belyea Enterprises, Inc. without income and Heather Campbell with liability under the FedEx contract. Without a showing of a property interest in the Belyea Enterprises, Inc. stock there can be no reasonable ground to establish that the conversion of the Belyea Enterprises, Inc. stock alleged by Randall Belyea in 2018 occurred and the Court properly granted judgment for Defendant Heather Campbell on the conversion claim as a matter of law.

## Conclusion

Heather Campbell requests that the Court affirm the judgment as a matter of law in favor of Heather Campbell on Plaintiffs Count I (Conversion) and Count VIII (Breach of contract).

April 3, 2024

Respectfully submitted,  
Heather Campbell,  
By her attorney,

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## Certificate of Service

I sent a native PDF version of this brief to the Clerk of this Court and to opposing counsel at the e-mail address provided in the Board of Bar Overseers' Attorney Directory. I sent 10 paper copies of this brief to this Court's Clerk's office via USPS, and I sent two copies to opposing counsel using the same carrier, at the address provided on the briefing schedule.

Dated: April 3, 2024

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STATE OF MAINE

SUPREME JUDICIAL COURT

Sitting as the Law Court

Docket No. BCD-23-454

Randall Belyea

v.

Certificate of Signature

Heather Campbell et al

I am filing the electronic copy of this brief with this certificate. I will file the paper copies as required by M.R.App.P.7A(i). I certify that I have prepared the brief and that the brief and associated documents are filed in good faith, conform to the page or work limits in M.R.App.7A(f) and conform to the form and formatting requirements of M.R.App.P.7A(g).

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