

4. Defendants, Jacob Beck and Jill Beck, are individuals residing in Bristol, County of Lincoln, State of Maine.

FACTS

5. Plaintiff, Leol Corson, is an eighty-four (84) year-old widower, born on June 2, 1933 and presently residing at, 58 Pemaquid Villas Road, Pemaquid, County of Lincoln, State of Maine.
6. Leol Corson's only income is \$1,089 per month in Social Security and \$1,650 per month from a veteran's pension.
7. Defendant Jill Beck is the granddaughter of Plaintiff.
8. Defendant Jacob Beck, is the husband of Defendant Jill Beck and is the grandson-in-law of the Plaintiff.
9. At all times relevant to this Complaint, a trusting and confidential family relationship existed between Plaintiff and the Defendants.
10. At all times relevant to this Complaint the Plaintiff suffered from insulin dependent diabetes and complications resultant, chronic ischemic heart disease, prostatic hypertrophy with outflow obstruction, a history of basal cell carcinoma, an unsteady gait, extremely poor vision in one eye and cataracts in the other, arthritis and he is hard of hearing in his left ear.
11. In recent years Plaintiff has had both knees replaced, rotator cuff surgery, gall bladder removal and had a toe amputated due to complications from diabetes.
12. Since the death of Plaintiff's wife, Constance Corson, in June of 2006, Plaintiff had various members of his extended family living with him at all times, cooking, cleaning, transporting and caring for him in his home at 1913 Bristol Road in Bristol Maine.
13. At all times relevant to this Complaint Plaintiff was dependent on others for cooking, housecleaning, driving, and other physical support needed to live in his home.
14. At all times relevant to this Complaint the value of the entirety of Leol Corson's estate (including real estate, personal property and money) was less than \$230,000.
15. In September of 2016 family members who had been living with and caring for Plaintiff moved out.
16. Defendants offered Plaintiff an arrangement and made an oral agreement whereby they would buy his home at less than market value by assuming the mortgage and move in with him, share expenses and cook, care for, and transport him as long as he was well enough to live outside a long term care facility.

17. At the time of the transfer the Town of Bristol valued Plaintiff's home and real estate at \$125,000.
18. At the time of the transfer the Plaintiff valued his home and real estate at \$175,000.
19. Defendants presently have the real estate at issue in this matter listed for sale with both Trulia and Zillow and "priced to sell" at \$139,000.
20. In the fall of 2016 Plaintiff valued his personal possessions at \$50,000.
21. Defendant Jill Beck presented Plaintiff with a Purchase and Sale Agreement in November of 2016, covering the sale of Plaintiff's home, real estate and all the personal property in his home for \$105,000.
22. Plaintiff signed the Purchase and Sale Agreement on or about November 12, 2016, without review by independent counsel and without understanding its function or its effect.
23. Functionally, the "sale" of Plaintiff's home, real estate, and personal property to Defendants transferred virtually everything Plaintiff owned to Defendants in exchange for their taking over the outstanding mortgage on his real estate.
24. Plaintiff did not understand that the Agreement transferred essentially everything he owned in the world, including his personal possessions, to Defendants with no payment to him.
25. On December 19, 2016, Plaintiff signed a warranty deed, later recorded at the Lincoln County Registry of Deeds at Book 5089, Page 142, transferring his home and 2.2 acres to Defendants with no payment to him.
26. Plaintiff was not represented by independent counsel in any of the discussions leading up to the signing of the Purchase and Sale Agreement or the Deed.
27. No life estate was retained for Plaintiff in the Deed.
28. The same attorney represented the Plaintiff and the Defendants in the transfer of real estate at issue in this matter.
29. A separate, unrecorded "Living Arrangement Agreement," signed by the Defendants only provided that Plaintiff could live in his home "so long as he is able to live by himself or with a minimum of help from outside sources."
30. Despite promises of care, support, and assistance in exchange for virtually everything of value that Plaintiff owned in this world, the Defendants never moved in to Plaintiff's home and did not provide the care and assistance they had promised.

31. As a result, Plaintiff arranged for his son and daughter in law to live with him in order to receive the care and support he required. In response, in August of 2017, Defendants began eviction proceedings against Plaintiff's son and daughter in law.
32. Plaintiff could not remain in his home without care and was therefore forced to leave his home. Plaintiff is now living in a mobile home owned by his son and daughter in law who are providing care, housekeeping, and transportation for him.
33. Defendants have listed the house and property "priced to sell" at \$139,000.
34. The Defendants' actions in above-described transfers of Plaintiff's real estate and personal property to themselves were the proximate cause of emotional distress, pain, and suffering to Plaintiff, including, but not limited to, the pain and suffering due to losing his home and his only assets of any significant value in the world and his exposure to a significant potential penalty pursuant to Maine's Medicaid (MaineCare) regulations.

COUNT I: IMPROVIDENT TRANSFER OF TITLE

35. Plaintiff repeats and realleges all of the allegations set forth in paragraphs one through thirty-four of his complaint and incorporates them herein by reference.
36. Defendant Jill Brock, the granddaughter of the Plaintiff, had a "family relationship" with Plaintiff pursuant to 33 M.R.S.A. § 1022(2)(A) at all times relevant to this Complaint.
37. Defendant Jacob Brock, the grandson-in-law of the Plaintiff, had a "family relationship" with Plaintiff pursuant to 33 M.R.S.A. § 1022(2)(A) at all times relevant to this Complaint.
38. Defendants, close and trusted family members, had a confidential relationship with Plaintiff pursuant to 33 M.R.S.A. § 1022(2).
39. Plaintiff's age, medical issues, lack of transportation and lack of housekeeping ability made him dependent upon others for care and support.
40. At all times relevant to this complaint, the parties had a confidential relationship.
41. The transfer via the deed of December 19, 2016, was a transfer of real estate for which no minimum value as percentage of Plaintiff's estate is required pursuant to the Improvident Transfer of Title Act, 33 M.R.S.A. § 1022(1).
42. Plaintiff was given "less than full consideration" for his home and real estate, within the meaning of 33 M.R.S.A. § 1021(4).
43. Defendant's transfer of all of the personal property in his home pursuant to the Agreement, essentially all of his good and chattels, was a "major transfer of personal property or money," within the meaning of 33 M.R.S.A. § 1021(5).

44. Plaintiff lacked independent representation by counsel and made the above-referenced transfer subject to the undue influence of the Defendants.
45. Defendants' actions constitute an improvident transfer of title within the meaning of 33 M.R.S.A. § 1021 *et seq.*

WHEREFORE, Plaintiff requests that this Court:

- a. Find that Defendants' wrongful actions in causing the transfer of Plaintiff's real estate and house resulted in an Improvident Transfer of Title;
- b. Find that Defendants' wrongful actions in causing the transfer of Plaintiff's real estate and house were the result of undue influence;
- c. Find that Defendants' actions in causing the transfer of Plaintiff's real estate and house were the proximate cause of emotional distress, pain and suffering;
- d. Grant judgment to Plaintiff against Defendants;
- e. Order the imposition of a constructive trust on the house and real estate described in the deed of December 19, 2016, and order the trustee to transfer title to Plaintiff exclusively;
- f. Order avoidance of the above-referenced deed signed by Plaintiff on December 19, 2016, and transfer of the conveyed property back to Plaintiff;
- g. Void the Purchase and Sale Agreement.
- h. Order a constructive trust and/or return of Plaintiff's personal property to the Plaintiff from the Defendants;
- i. Enjoin Defendants from the use or lease of all above-referenced personal and real property;
- j. Order Defendants to pay compensatory damages to Plaintiff;
- k. Award Plaintiff his costs and such interest as may be allowed by law;
- l. Grant Plaintiff such other and further relief as this Court deems proper.

COUNT II: ABUSE OF A CONFIDENTIAL RELATIONSHIP

46. Plaintiff repeats and realleges all of the allegations set forth in paragraphs one through forty-five of his Complaint and incorporates them herein by reference.
47. At all times relevant to this complaint the parties had a confidential relationship.

48. A great disparity exists between Plaintiff, who in advanced age, suffered from medical issues, lack of transportation and lack of housekeeping ability making him dependent upon others for care and support, and Defendants.
49. The confidential relationship between the parties gave the Defendants great influence over the Plaintiff.
50. By exerting their influence over the Plaintiff to obtain the transfer of Plaintiff's home, real estate and personal property, Defendants' actions constitute an abuse of a confidential relationship under Maine common law.

WHEREFORE, Plaintiff requests that this Court:

- a. Find that Plaintiff's transfer of his house and land and personal property to Defendants was the result of abuse of a confidential relationship;
- b. Find that Defendants' abuse of their confidential relationship with Plaintiff was the proximate cause of Plaintiff's emotional distress, pain and suffering and compensatory damages shall be awarded;
- c. Grant judgment to Plaintiff against Defendants;
- d. Order the imposition of a constructive trust on the house and real estate described in the deed of December 19, 2016 and order the trustee to transfer title to Plaintiff exclusively;
- e. Order avoidance of the above-referenced Purchase and Sale Agreement and Deed and transfer the conveyed property back to Plaintiff;
- f. Order a constructive trust and/or return of Plaintiff's personal property to the Plaintiff from the Defendants;
- g. Enjoin the Defendants from the use or lease of all above-referenced personal property and real estate;
- h. Order Defendants to pay compensatory damages to Plaintiff;
- i. Award Plaintiff his costs and such interest as may be allowed by law;
- j. Grant Plaintiff such other and further relief as this Court deems proper.

COUNT III: UNJUST ENRICHMENT

51. Plaintiff repeats and realleges all of the allegations set forth in paragraphs one through fifty-two of his complaint and incorporates them herein by reference.

52. By inducing the Plaintiff to transfer his home, real estate, and personal property for no consideration, the Defendants conferred a benefit upon himself at Plaintiff's expense.
53. Defendants had knowledge of the benefit conferred via the transfer from Plaintiff.
54. Under the circumstances, it would be unjust to allow Defendants to retain the property.

WHEREFORE, Plaintiff requests that this Court:

- a. Find that Plaintiff's transfer of his house and real estate to Defendants resulted in unjust enrichment;
- b. Find that Defendants' actions in causing the transfer of Plaintiff's real estate, house resulted in unjust enrichment;
- c. Grant judgment to Plaintiff against Defendants;
- d. Order the imposition of a constructive trust on the house and real estate described in the deed of December 19, 2016 and order the trustee to transfer title to Plaintiff exclusively;
- e. Order avoidance of the above-referenced deed signed by Plaintiff on December 19, 2016 and transfer said property back to Plaintiff;
- f. Order a constructive trust and/or return of Plaintiff's personal property to the Plaintiff from the Defendants;
- g. Enjoin Defendants from the use or lease of all above-referenced real and personal property;
- h. Award Plaintiff his costs and such interest as may be allowed by law;
- i. Grant Plaintiff such other and further relief as this Court deems proper.

Dated: March 6th, 2018



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