

March 17, 2024

To Whom It May Concern:

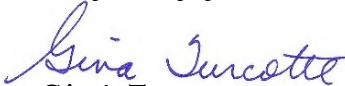
I have many diverse skills that I acquired during my work in social work, nonprofit, government, small business, and technology. I want to use my love for law to help people any way I can. With Attorney Jed Davis' personal guidance, I refined my writing skills in drafting complaints, answers, motions, discovery requests, legal memoranda, settlement demand letters, mediation memos and other related documents. I also created all types of written correspondence to clients, opposing counsel, law enforcement, witnesses, court staff and other parties. Jed relied primarily on my document drafting skills and he frequently submitted my writings without making his own edits after reviewing them.

The last case I worked on was a \$30 Million legal malpractice complaint that took me 4 years to research, gather all available evidence, write comprehensive summaries of the case facts and evidence, determine and talk with fact witnesses and expert witnesses, and write the 10-page complaint that was filed with Kennebec County Superior Court in July 2022 in the case, *Peter Redman v. Benjamin Marcus and Drummond Woodsum*, Docket #AUG-CV-22-135. *Redman v. Marcus* was filed 13 years after expiration of Maine's statute of limitations due to Mr. Redman's mental disability.

Because of my exhaustive research, comprehensive investigation, analytical skills, and writing skills, Mr. Redman has at least a 50% chance or better of overcoming the statute of limitations obstacle and winning the entire lawsuit in a summary judgment proceeding. It's a fascinating complaint that is attached here for you as a sample of my research, analytical skills, and my refined legal writing. This complaint was wholly researched and written by me and filed with the court by Jed Davis, Esq. after two attorneys and Jed reviewed it and made very few changes. The case is still awaiting the judge's ruling on the Defendant's Motion for Summary Judgment. My fact-finding and analytical work was vital for devising and completing our client's opposition arguments.

I will appreciate the opportunity to speak with you personally so you can get to know me and my values a bit better. I am available to attend a phone or video interview and start working immediately.

Very truly yours,


GinA Turcotte

STATE OF MAINE
KENNEBEC, ss.

SUPERIOR COURT
Docket No.

PETER S. REDMAN,
Plaintiff,

v.

BENJAMIN MARCUS, and
DRUMMOND WOODSUM,
Defendants.

COMPLAINT

The Plaintiff, Peter S. Redman (“the Plaintiff”)(“Peter”), complaining of the Defendants, Benjamin Marcus (“Marcus”) and Drummond Woodsum (“DW”)(“the Defendants”), alleges:

Parties

1. The Plaintiff is a married individual residing in Hallowell, Maine.
2. The Plaintiff is one of three children of Lydia Redman (“Lydia”) and John Redman, Sr. (“Senior”), along with John, Jr. (“Junior”) and Mark.
3. Marcus is an attorney licensed to practice law in the State of Maine, employed by, and the Managing Director of, DW.
4. DW is a professional corporation of attorneys licensed to practice law in the State of Maine with offices at 84 Marginal Way, Suite 600, Portland, Maine.
5. Marcus was, at all relevant times, and is, an attorney specializing in, *inter alia*, business insolvency, restructuring, reorganization, and bankruptcy.
6. DW’s website profile for Marcus does not state that Marcus has any Estate, Trust or probate experience or expertise.

Facts

John Redman, Sr.'s Estate, Northern Mattress Company and I95 Distribution Center

7. Senior created, owned and operated Northern Mattress Company ("NMC") from 1950 until 1991, along with the I95 Distribution Center ("I95") which warehoused NMC's furniture, mattresses and supplies.
8. Peter assisted his father with his businesses, beginning when Peter was very young.
9. I95 was equipped with expensive machinery, heavy equipment and custom-made furniture racks especially designed for the I95 warehouse and the mattress and furniture business.
10. In 1991, Senior retired and sold NMC to Peter and Mark, with Peter receiving 53% of the shares of the company and Mark receiving 47% of the shares.
11. At the same time, Peter was elected President of NMC, and Mark was elected Treasurer.
12. After Peter and Mark purchased NMC, NMC continued to lease I95 from Senior and used it to warehouse NMC's mattresses, furniture and supplies.
13. Under Peter's management from 1991 through 2003, NMC expanded its staff from a few employees in one store in Fairfield, to over one hundred employees in stores throughout Maine.
14. By 2003, NMC's annual gross revenue was over \$16,000,000, and Peter and Mark were in the process of expanding NMC's store locations in an expansion contract with Ashley Furniture.

Peter's Disability

15. Starting in 2004, Mark initiated a campaign of legal and other actions designed to oust Peter from NMC, including a groundless lawsuit to ban Peter from NMC's operations, buildings and grounds.

16. Mark's actions damaged Peter's mental health and, beginning in 2004, Peter has been severely mentally disabled (hereafter referred to as "Disability") and has been under continuous care with Dr. Dennis Ratner, Ph.D. ("Dr. Ratner"), of Waterville, Maine.

17. Peter's Disability requires him to be heavily medicated and prevents him from recalling, understanding, and communicating information, engaging in many activities of daily life, and handling matters on his own behalf.

18. Beginning in 2004, during all relevant times, Peter's wife, Karen Lee Redman ("Karen"), has handled, and still handles, the majority of Peter's financial, medical, legal and other affairs.

19. Peter's Disability often causes him to be bed-ridden, severely depressed with suicidal and homicidal ideations, and physically unable to function.

20. Peter's Disability substantially limits one or more of his major life activities and severely impairs both his physical and mental health.

21. Peter began receiving weekly mental health counseling from Dr. Ratner in 2004, in response to Peter being falsely accused of workplace sexual harassment by a NMC female employee in a scheme with Mark during Mark's attempt to affect a hostile take-over of NMC.

22. Since 2006, Peter has suffered from, *inter alia*, clinical depression, posttraumatic stress disorder, severe anxiety, panic attacks, and other symptoms which severely impair his ability to function.

John Sr. Changes His Estate Plan

23. Prior to Lydia's death, Senior's Estate distribution plan divided his assets equally among his three children.

24. Specifically, Senior's Fourth and Entire Amendment to and Restatement of Revocable Living Trust Agreement ("Trust") ("Agreement"), dated September 15, 1999, provided for equal distribution of his Estate to Peter, Junior and Mark.

25. Article Second of the Trust, Revocation or Amendment by Me, provides,

I reserve the right to revoke or amend this Agreement in whole or in part from time to time by written instrument executed by me and delivered to the Trustee, provided that the duties and liabilities of the Trustee shall not be increased without its written consent.

26. Article Third of the Trust, My Rights Personal, provides,

Except as may otherwise be provided herein, no person other than I, including any person holding a power from me, may exercise any of the rights reserved in this Agreement to me.

27. Peter's mother, Lydia, died on October 5, 2005, leaving her entire Estate to Senior.

28. At this time, Senior was aware of, and upset by, Mark's actions and their damage to Peter and NMC.

29. Immediately upon Lydia's death, Senior began making changes to his Estate distribution plan, starting with a First Codicil to his Last Will and Testament on November 14, 2005.

30. At all relevant times, Senior was represented by now-disbarred attorney John Duncan ("Duncan") and other attorneys at the law firm known as Verrill Dana ("VD"), regarding his estate planning.

31. In January 2006, Senior created two similar versions of his Estate Allocations ending December 31, 2005, showing \$1M first allocated to each Peter and Junior, with the remainder divided equally between Peter, Junior and Mark.

32. On March 23, 2006, Senior signed and dictated a letter to his Personal Care Assistant, Joyce Hallee ("PCA") ("Joyce"), stating that he wanted "Peter to have the right to buy I95 property

without any interference from any family member”, and for Peter to have three years to obtain the funds to acquire the property.

33. At Senior’s request, Peter immediately mailed this letter to Duncan’s office.

34. On May 5, 2006, Senior executed a Second Codicil to his Last Will and Testament to amend Article SIXTH of his Will to direct Senior’s Personal Representative to give Peter the option to buy any interest Senior owned in I95, and for Peter to be allowed to exercise that option within three years after Senior’s death.

35. During the first half of 2006, Senior and Duncan carefully deliberated and planned certain changes to Senior’s Estate distribution plan which included Duncan drafting a Renunciation and Disclaimer of Lydia’s IRA (“Renunciation”), and the Amendment to Senior’s Revocable Living Trust Agreement (“Amendment”).

36. On or about June 20, 2006, Duncan drafted and mailed to Senior a Renunciation of Lydia’s IRA, and an Amendment to Senior’s Trust.

37. Senior signed both the Renunciation and Amendment on June 21, 2006, in Peter’s presence, and hand-dated the Renunciation “6/21/006”; however, Senior incorrectly hand-dated the Amendment as having been signed on “6/26/06”.

38. Neither the Renunciation nor the Amendment are notarized or witnessed in writing.

39. Also on June 21, 2006, Senior dictated to Peter and signed a document entitled “Corrections to Will”, which contained changes to his Estate Plan that were consistent with the Second Codicil and his Amendment..

40. That same day, Senior dictated a “rationale letter” to Joyce explaining he was changing his Estate distribution plan because Mark’s actions damaged Peter and NMC. The rationale letter

explained that Peter and Junior would receive \$1M each from the Estate before the remainder would be divided equally between Peter, Junior, and Mark.

41. Peter immediately mailed the Corrections to Will, Rationale Letter, Renunciation and Amendment to Duncan's office.

42. On June 26, Senior was admitted to the hospital; three days later on June 29, Duncan wrote a memo to Senior's legal file that says he went to the hospital on June 28 with Bill Knowles ("Knowles") of Verrill Dana to meet with Senior so Senior could sign both the Renunciation and Amendment.

43. Duncan's June 29 memo says Senior verbally revoked the Amendment on June 28 after he spoke at length with Duncan and Knowles at the hospital.

44. Duncan's memo also says Senior signed the Renunciation at the hospital on June 28 with Knowles and Duncan as witnesses; however, neither Duncan nor Knowles notarized Senior's documents during their meeting with him.

45. On July 1, 2006, Senior died; twenty-three days later, on July 24, Mark committed suicide.

The Parties' Relationship

46. In 2005, Peter retained the Defendants to represent him in Mark's corporate legal proceedings related to NMC.

47. Throughout all settlement discussions culminating in late 2005, Peter repeatedly told Marcus he wanted to retain ownership of NMC, as well as specialized racks and equipment. Peter's expressed goal was to use NMC as his future business venture and retain I95 to use as NMC's warehouse.

48. The Defendants knew or should have known that Senior had given Peter three years to purchase I95.

49. On July 25, 2006, Duncan filed an Application for Informal Probate of Senior's Will and filed the Will and the First and Second Codicils.

50. On November 7, 2006, Duncan wrote to Peter to notify him that the Trustee "does not intend to recognize the validity of the Amendment" due to Senior's failure to deliver it directly to the Trustee, and due to Senior's alleged verbal revocation to Duncan and Knowles on June 28.

51. Duncan's November 7th letter also notified Peter that he was required to protest the validity of the Trust and seek to enforce the Amendment within the earlier of 3 years after Senior's death; or 120 days after receipt of the notice, which period expired on March 7, 2007.

52. As a result, Peter sought the Defendants' advice about the legal effect of both the Amendment and Senior's alleged verbal revocation.

53. The Defendants did not tell Peter that Marcus did not have estate, trust or probate experience or expertise.

54. On October 18, 2006, after consulting with Marcus on or about October 13, Duncan faxed his legal opinion to Marcus stating the Amendment was not valid or effective because Senior mailed it to Duncan instead of directly to the Trustee, and because Senior allegedly verbally revoked it to Duncan and Knowles on June 28, two days before he died.

55. On November 27, 2006, relying on, echoing and deferring to Duncan's legal opinion, Marcus sent Peter a letter that said, in part,

Based on the research and the available facts, we conclude that the June 26 amendment was probably effective, but the oral expression of his intent on June 28 is, most likely, controlling...

...This oral communication of his intent was the last clear expression of your father's intent and, more likely than not, would be held to be controlling.

56. At no time did the Defendants advise Peter to seek another legal opinion or disclose that their conclusion was principally based upon Duncan's opinion, which was based on obsolete research.

57. The Defendants also advised Peter that, if he did not withdraw his protest, he would lose all of his inheritance due to the Trustee's attorneys' legal fees.

58. At no time did the Defendants advise Peter about or remind him about Duncan's November 7th letter that notified him about, the 120-day statute of limitations to protest the Trust or Amendment, set to expire on March 7, 2007.

59. On November 29, 2006, although Peter believed the Amendment was valid, he relied on Marcus' legal advice and sent an email to Marcus and the Trustee stating that after speaking with Marcus and getting his legal advice, Peter decided to withdraw his objections.

60. Peter withdrew his objections based on Marcus' legal advice and out of fear that he would lose the rest of his inheritance if he protested any further.

61. Pursuant to the Maine Uniform Trust Code (MUTC), as enacted on July 1, 2005, it is more likely than not that, had Peter pursued his litigation in Probate Court, the Court would have affirmed the validity of Senior's Trust Amendment dated June 26, 2006, with support by Senior's corroborating written, signed documents that affirmed his Amendment language.

62. The Defendants,' and Duncan's, legal conclusions *omitted and relied upon the exclusion of Article Third* of Senior's Trust document, and they were based on two out-of-state cases instead of MUTC.

63. On August 1, 2007, Duncan filed a Petition for Authority to Sell Real Estate and Other Estate Assets which included sale of I95, its assets, land and buildings.

64. On August 11, without first getting adequate legal advice and due to his fear of losing the rest of his inheritance, Peter signed a standard Waiver of Notice provided by the Trustee's attorney regarding the Trustee's Petition to Sell Real Estate and Other Estate Assets related to I95 and its assets.

65. The Trustee's Petition to Sell Real Estate and Other Estate Assets was ordered by the Probate Court on September 20, 2007.

66. The Defendants did not consult with or advise Peter about the sale of I95, or the effect of Peter signing a Waiver of Notice as related to the sale of I95, its assets, land and buildings.

67. The Trustee offered Peter to buy I95 for \$1.4M, which Peter rejected because he believed their offers were unreasonably inflated.

68. The Defendants did not have Peter's express permission to allow the Trustee to sell I95 assets for pennies on the dollar, especially when they should have been retained for Peter's use, or they could have been sold to another furniture company at fair market value.

69. In 2010, because the Defendants were involved in the liquidation and sale of NMC, they permitted the sale of I95 real estate to Hammond Tractor for \$550,000 (more than half the price the Trustee offered to Peter, and far below Fair Market Value) without Peter's knowledge or expressed consent, despite the fact that Peter repeatedly said he wanted to, and was legally entitled to, buy I95 and its assets.

70. Had this sale not occurred, it is more likely than not that Peter would have been able to purchase I95 within the three-year window permitted by Senior's Second Codicil to his Will, Amendment to his Trust and other signed documents.

71. As a result of the loss of I95 and its assets, Peter's lifelong professional goal was destroyed, and Peter has since suffered 16 years' worth of physically debilitating, daily, chronic depression, and emotional and physical distress, including suicidal and homicidal ideation toward Defendants for their professional negligence.

72. The Defendants' advice about the effectiveness and validity of the Amendment was far below the level of skill, judgment, diligence, prudence and preparation that was reasonable according to standards of ordinarily competent lawyers performing similar services under like conditions.

73. As a direct and proximate result of the Defendants' professional negligence, Peter has been damaged in an amount no less than one million five hundred fifty thousand dollars (\$1,550,000), plus millions of dollars in business revenue and his personal income he could have earned had he continued to operate NMC and I95 or created another business.

Cause of Action
Professional Negligence

74. Peter repeats the foregoing allegations.

75. Beginning in 2005, Peter and the Defendants established an attorney-client relationship.

76. The Defendants owed Peter the legal duty of performing their jobs as attorneys in accordance with the usual standard of care applicable to attorneys in their situation.

77. In violation of this duty, the Defendants (a) relied upon and deferred to Duncan's legal opinion in their conclusion the Amendment would not be enforced; (b) did not advise Peter to

seek a second opinion from another qualified attorney; (c) advised Peter to withdraw his protests to probate; (d) did not tell Peter that the Defendants had little to no experience in probate matters; (e) relied on out-of-state case law that was inappropriate and/or inapplicable regarding the Amendment issue under Uniform Trust Code; and (f) consented to the sale of I95 and its machinery, equipment and racks to third parties when Peter had the right and desire to purchase or retain them.

78. As a further result of the Defendants' professional negligence, Peter has suffered from extreme, chronic, and debilitating emotional and physical distress since 2006.

WHEREFORE, the Plaintiff demands judgment against the Defendants, jointly and severally, for such amount as is appropriate, including emotional and physical distress damages, lost wages, and lost business revenue, with interest and costs, and such other relief as the Court deems just and proper.

Dated: July 6, 2022



Jed Davis, Esq., Bar No. 001686
Attorney for Plaintiff

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