

2026 WL 2622875 (Me.Super.) (Trial Order)

Superior Court of Maine.
Cumberland County

Richard CARSON, Plaintiff,

v.

BISHOP COMPANY, LLC, and Taylor Bishop, Defendants.

No. PORSC-CV-2025-00371.

August 6, 2026.

Judgment and Order on Damages

[Stephen A. Harlan](#), Desmond, Rand & Guerard, P.A., Westbrook, for plaintiff.

Darcie N. McElwee, Judge.

*1 This matter is before the court following a damages hearing held on August 5, 2026, at which Plaintiff Richard Carson appeared, represented by Attorney Stephen Harlan. Defendants Bishop Company, LLC and Taylor Bishop, who were defaulted on January 23, 2026, for failure to file a responsive pleading, did not appear. Based on the evidence presented, the court makes the following findings of fact and conclusions of law.

FINDINGS OF FACT

Plaintiff hired Bishop Company to construct a house and related improvements on his property in Standish, Maine. On May 20, 2023, Mr. Bishop, on behalf of Bishop Company, and Plaintiff executed a contract that outlined the scope of the work and provided a contract price of \$199,000 (the “Contract”). PL's Ex. A. Work initially progressed but slowed and then stopped entirely by early 2024, Mr. Bishop continued to ask Plaintiff to make payments towards the \$199,000. Plaintiff acquiesced to Mr. Bishop's requests despite the lack of commensurate progress, paying the remaining balance of the \$199,000 by check dated February 17, 2024. PL's Ex. B. Plaintiff last saw Mr. Bishop shortly after the final payment was made. He later learned that Mr. Bishop had moved to Florida due for personal reasons.

To complete the project, Plaintiff hired several new contractors. To date, he has paid or will pay the following amounts: \$5,000 for a septic tank to Steve Colby, Pl.'s Ex. D; \$31,500 for septic system work, groundwork, relocating the driveway, and related electrical work to Dow Excavating, Inc., Pl.'s Ex. F1; a total of \$29,000 for siding paid in three checks for \$6,000, \$4,000, and \$19,000 to M & Son Construction, Pl.'s Exs. E1, E2, E3; and \$5,500 for work to complete the rear deck paid in two checks for \$2,500 and \$3,000 to RJT Construction, Pl.'s Exs. C1, C2. The front deck is still incomplete, and although Plaintiff has the materials needed to complete it, he has received an estimate of \$3,000 for the labor. Plaintiff also testified that he learned shortly before the hearing that he will have to pay to move an electrical box located near the driveway, and that it may cost “five figures.”¹

CONCLUSIONS OF LAW

Defendants' default establishes Defendants' liability and the truth of the allegations in Plaintiffs complaint. *See Ireland v. Carpenter*, 2005 ME 98, ¶ 18, 879 A.2d 35; *McAlister v. Slosberg*, 658 A.2d 658, 660 (Me. 1995). To obtain relief for breach of

contract, therefore, Plaintiff need only prove that Defendants' breach of the Contract caused Plaintiff to suffer damages. *Tobin v. Barter*, 2014 ME 51, ¶ 10, 89A.3d 1088.

*2 Because Plaintiff paid Bishop Company the full contract price of \$199,000, the measure of his damages for the breach is the cost of substitute performance. See *Kleinschmidt v. Morrow*, 642 A.2d 161, 165 (Me. 1994) (upholding trial court's award of damages equal to the difference between the total amount paid minus the original contract price when contractor failed to complete home and homeowner had to secure a substitute contractor at a higher cost); *Treadwell v. J.D. Constr. Co.*, 2007 ME 150, ¶ 30, 938 A.2d 794 (holding that the proper measure of damages was the amount paid to the substitute contractor minus the original contract price because homeowners never paid the original contractor).

In total, the court finds that Plaintiff has proven damages of \$74,000, which represents the amounts evidenced in Exhibits B through F1, plus the cost of labor to complete the front deck. The court cannot award damages for the cost of moving the electrical box because Plaintiff did not prove the cost he will incur with reasonable certainty. See *Decesere v. Thayer*, 468 A.2d 597, 599 (Me. 1983) (“[D]amages are not recoverable when uncertain, contingent, or speculative. Damages must be grounded on established positive facts or on evidence from which their existence and amount may be determined to a probability.” (quoting *Michaud v. Steckino*, 390 A.2d 524, 530 (Me. 1978))). The court will accordingly enter judgment on Count I for Plaintiff and against Defendants in the amount of \$74,000.²

In addition, Plaintiff seeks attorney fees pursuant to the Unfair Trade Practices Act (the “UTPA”).³ The UTPA prohibits “unfair or deceptive acts or practices in the conduct of any trade or commerce,” 5 M.R.S. § 207. To recover under the UTPA, a party must demonstrate “a loss of money or property as a result” of an unfair or deceptive act or practice. *Sweet v. Breivogel*, 2019 ME 18, ¶ 21, 201 A.3d 1215 (quoting *Parker v. Ayre*, 612 A.2d 1283, 1285 (Me. 1992)).

“The definitions of ‘unfair’ and ‘deceptive’ are questions of fact, and whether a particular act or practice is ‘unfair’ or ‘deceptive’ is determined on a case-by-case basis.” *MacCormack v. Brower*, 2008 ME 86, ¶ 5, 948 A.2d 1259 (citations omitted). “To justify a finding of unfairness, the act or practice: (1) must cause, or be likely to cause, substantial injury to consumers; (2) that is not reasonably avoidable by consumers; and (3) that is not outweighed by any countervailing benefits to consumers or competition.” *State v. Weinschenk*, 2005 ME 28, ¶ 16, 868 A.2d 200. “An act or practice is deceptive if it is a material representation, omission, act or practice that is likely to mislead consumers acting reasonably under the circumstances.” *Id.* ¶ 17.

*3 The court finds that Plaintiff has proven damages flowing from Defendants' unfair and deceptive conduct, namely, Defendants' failure to finish the project coupled with their demands for payment in full despite incomplete performance and the apparent absence of any intention to finish the project. See *Advanced Constr. Corp.*, 2006 ME 84, ¶¶ 2, 4-6, 901 A.2d 189 (upholding finding that homeowners had suffered damages due to UTPA violations when contractor did not complete work, failed to build in accordance with the contract, and then filed a lien against the property when the homeowners denied requests to pay for work that had not been completed); *Searles v. Fleetwood Homes of Pa., Inc.*, 2005 ME 94, ¶ 35, 878 A.2d 509 (upholding a finding of a UTPA violation based on breach of an implied warranty coupled with a persistent failure “to follow up on promised repairs ... within a reasonable amount of time”). Accordingly, the court concludes that Plaintiff is entitled to attorney fees pursuant to the UTPA.

Finally, because recovery on the remaining counts would be duplicative of the award with respect to Count I, judgment will enter for Defendants on all counts except Counts I and VI.

The entry is:

1. Judgment is entered for Plaintiff Richard Carson against Defendants Bishop Company, LLC and Taylor Bishop on Count I (breach of contract) of the Verified Complaint in the amount of \$74,000, plus pre-judgment and post-judgment interest at the statutory rates and costs.

2. Judgment is entered for Plaintiff and against Defendants on Count VI (violation of the Maine Unfair Trade Practices Act) of the Verified Complaint. Plaintiff is entitled to an award of reasonable attorney fees incurred in pursuing his claim under the Maine Unfair Trade Practices Act in an amount to be determined by the court upon receipt of a fee affidavit. Plaintiff may submit a fee affidavit within fourteen days of the date of this order. Defendants may respond within ten days after filing of the fee affidavit to raise any objections to the fee affidavit.
3. Judgment is entered for Defendants on all other counts of the Verified Complaint.

The clerk is directed to incorporate this judgment and order into the docket by reference. [M.R. Civ. P. 79\(a\)](#). Dated: August 6, 2026

<<signature>>

Darcie N. McElwee

Justice, Maine Superior Court

Stephen A. Harlan, Desmond, Rand & Guerard, P.A., Westbrook, for Plaintiff

Entered on the Docket: 8/10/26

Footnotes

- 1 Plaintiff's complaint contains of the following counts: Breach of Contract (Count I), Unjust Enrichment (Count II), Negligent Misrepresentation (Count III), Accounting (Count IV), Violation of the Home Construction Contracts Act (Count V), Violation of Maine Unfair Trade Practices Act (Count VI), Violation of Maine Deceptive Trade Practices (Count VII), Piercing the Corporate Veil (Count VIII), Joint and Several Liability of Taylor Bishop (Count IX), Tortious Conduct of an Agent (Count XI). The court surmises that the final count is misnumbered and should be Count X.
- 2 Veil piercing is a theory of liability with respect to an individual member or shareholder of a company rather than an independent claim for relief as pleaded by Plaintiff. See *Advanced Constr. Corp. v. Pilecki*, 2006 ME 84, ¶ 10, 901 A.2d 189. Regardless, because Defendants' default establishes Defendants' liability and the truth of Plaintiff's allegations with respect to each of his claims, see, e.g., Pl.'s Verified Compl. ¶¶ 67-69, the court will enter judgment on Count I against both Defendants pursuant to Plaintiff's veil piercing theory.
- 3 Plaintiff also claims a violation of the Home Construction Contracts Act ("the HCCA"), which sets forth required provisions and addendums for home constructions contracts for more than \$3,000. 10 M.R.S. § 1487. Specifically, Plaintiff alleged that the Contract failed to include the required addendum, dispute resolution clause, and the Attorney General's website and phone number. PL's Verified Compl. ¶ 48; see 10 M.R.S. § 1487(8), (13), (14). A violation of the HCCA is prima facie evidence of a violation of the UTPA. 10 M.R.S. § 1490(1). As Plaintiffs damages relate to Defendants' deceptive and unfair conduct rather than the pleaded deficiencies in the Contract, however, the court does not find a basis to award damages or attorney fees under the HCCA. See *Sweet v. Breivogel*, 2019 ME 18, ¶ 22, 201 A.3d 1215.