

STATE OF MAINE
KENNEBEC, ss

SUPERIOR COURT
Docket No.

MAINE COMMISSION ON
INDIGENT LEGAL SERVICES and STATE
OF MAINE,

Plaintiffs

COMPLAINT

v.

FAIRFIELD & ASSOCIATES, P.A.,¹ and
AMY L. FAIRFIELD,

Defendants.

Plaintiffs Maine Commission on Indigent Legal Services (“MCILS”) and State of Maine, by and through undersigned counsel, hereby complains against Defendants Fairfield & Associates, P.A., and Amy L. Fairfield as follows:

JURISDICTION AND VENUE

1. Plaintiff Maine Commission on Indigent Legal Services (“MCILS”) is a commission of the State of Maine established to “provide efficient, high-quality representation to indigent criminal defendants, juvenile defendants and children and parents in child protective cases, consistent with federal and state constitutional and statutory obligations.” 4 M.R.S.A. § 1801.
2. Plaintiff State of Maine is a sovereign state.
3. Defendant Fairfield & Associates, P.A. (“Fairfield P.A.”) is a Maine business corporation with a place of business in Lyman, Maine.
4. Defendant Amy L. Fairfield is a resident of and/or domiciled in York County, Maine.
5. This Court has jurisdiction of this action pursuant to 4 M.R.S.A. § 105 and jurisdiction over Fairfield P.A. and Ms. Fairfield pursuant to 14 M.R.S.A. § 704-A.
6. This action is to recover amounts owed to the State of Maine.

¹ a/k/a FAIRFIELD & LEBRASSEUR, P.A. and MAINE LEGAL ASSOCIATES, P.A.

7. Venue is proper in this county. 14 M.R.S.A. § 507

FACTS

8. At all times relevant to this complaint, MCILS maintained a roster of attorneys licensed to practice law in the State of Maine who were available for appointment to represent indigent Maine citizens in criminal and other court proceedings.
9. Between January 1, 2016, and July 1, 2021, Ms. Fairfield was an attorney rostered by MCILS.
10. Between January 1, 2016, and the present, MCILS compensated attorneys assigned to MCILS matters at “[a] rate of Sixty Dollars (\$60.00) per hour . . . for time spent on an assigned case.” 94-649 C.M.R. c 301, § 2.
11. Between January 1, 2016, and the present, attorneys assigned to matters by MCILS provided vouchers to MCILS detailing the time spent and tasks completed with respect to each assigned matter, at the conclusion of that matter, for payment by MCILS.
12. Between January 1, 2016, and the present, attorneys who submitted vouchers to MCILS identified the payee or vendor to which compensation for attorney time spent on an MCILS matter was to be paid by MCILS.
13. Between January 1, 2016, and the present, MCILS made payments to Fairfield P.A. as a result of vouchers submitted to MCILS by Fairfield P.A., identifying Fairfield P.A. as the payee (“Fairfield P.A. Vouchers”).
14. Between January 1, 2016, and the present, attorneys at Fairfield P.A., including Ms. Fairfield, inaccurately represented that time spent by non-attorneys on MCILS-assigned matters was spent by attorneys and compensable at the attorney rate.

COUNT I CONVERSION – FAIRFIELD P.A.

15. MCILS and the State restate and reallege the allegations stated in the above-numbered paragraphs as though fully set forth herein.
16. Between January 1, 2016, and the present, MCILS paid to Fairfield P.A. more than \$6.8 million in response to Fairfield P.A. Vouchers.
17. Between January 1, 2016, and the present, Fairfield P.A. inaccurately represented that time spent by non-attorneys on MCILS-assigned matters was spent by attorneys and compensable at the attorney rate.

18. All funds with which MCILS paid Fairfield P.A. with respect to time that Fairfield P.A. inaccurately represented as having been expended by attorneys working on MCILS-assigned matters were funds to which MCILS had the right of possession.
19. MCILS has made demand to Fairfield P.A. for an accounting and return of those amounts paid by MCILS between January 1, 2016, and the present for time not, in fact, spent by assigned counsel on MCILS-assigned matters.
20. Fairfield P.A. has failed to return those funds to MCILS or provide an accounting.
21. MCILS and the State have a right to those amounts that MCILS paid to Fairfield P.A. for time that Fairfield P.A. inaccurately represented to MCILS as having been earned by attorneys working on MCILS cases.

WHEREFORE, MCILS and the State ask this Court to grant judgment in their favor, award them their damages, interest, and costs, order Defendant Fairfield P.A. to provide an accounting of amounts paid by MCILS in response to Fairfield P.A. Vouchers which do not reflect time spent by attorneys, and grant all such other and further relief as this Court deems just.

COUNT II
UNJUST ENRICHMENT – FAIRFIELD P.A.

22. MCILS and the State restate and reallege the allegations stated in the above-numbered paragraphs as though fully set forth herein.
23. By making payments to Fairfield P.A. between January 1, 2016, and the present, MCILS conferred a benefit upon Fairfield P.A.
24. Fairfield P.A. appreciated and/or had knowledge of those payments that MCILS made to it.
25. It was inequitable for Fairfield P.A. to accept payments that MCILS made to it for time that Fairfield P.A. inaccurately represented to MCILS as having been earned by attorneys working on MCILS cases.
26. It was inequitable for Fairfield P.A. to retain payments that MCILS made to it for time that Fairfield P.A. inaccurately represented to MCILS as having been earned by attorneys working on MCILS cases.

WHEREFORE, MCILS and the State ask this Court to enter judgment in their favor, award them their damages, interest, and costs, order Defendant Fairfield P.A. to provide an accounting of amounts paid by MCILS in response to Fairfield P.A. Vouchers which do not reflect time spent by attorneys, and grant all such other and further relief as this Court deems just.

COUNT III
NEGLIGENT MISREPRESENTATION – FAIRFIELD P.A. and AMY FAIRFIELD

27. MCILS and the State restate and reallege the allegations stated in the above-numbered paragraphs as though fully set forth herein.
28. Between January 1, 2016, and the present, MCILS paid attorneys working on MCILS-assigned matters an hourly rate.
29. Between January 1, 2016, and the present, MCILS made payments to Fairfield P.A. in response to Fairfield P.A. Vouchers that were submitted to MCILS by or on behalf of Ms. Fairfield requesting payment to Fairfield P.A. at the hourly rate payable to an attorney on MCILS-assigned matters.
30. Between January 1, 2016, and the present, MCILS made payments to Fairfield P.A. in response to Fairfield P.A. Vouchers that were submitted to MCILS by Fairfield P.A. requesting payment to Fairfield P.A. at the hourly rate payable to an attorney on MCILS-assigned matters.
31. Between January 1, 2016, and the present, Fairfield P.A. and Ms. Fairfield inaccurately represented to MCILS that time spent by non-attorneys on MCILS-assigned matters was spent by attorneys and compensable at the attorney rate.
32. Between January 1, 2016, and the present, Fairfield P.A. and Ms. Fairfield falsely represented to MCILS that all time for which compensation at the hourly rate for assigned counsel was actually spent by assigned counsel on MCILS-assigned matters.
33. Between January 1, 2016, and the present, Fairfield P.A. failed to exercise reasonable care or competence to ensure that Fairfield P.A. Vouchers accurately represented attorney time.
34. Between January 1, 2016, and the present, Ms. Fairfield failed to exercise reasonable care or competence to ensure that Fairfield P.A. Vouchers accurately represented attorney time.
35. Between January 1, 2016, and the present, Ms. Fairfield knew or should have known that Fairfield P.A. Vouchers overstated the time actually spent by Fairfield P.A. attorneys on MCILS-assigned matters for which Fairfield P.A. sought and received compensation from MCILS at the attorney rate.
36. MCILS justifiably relied on the Fairfield P.A. Vouchers to determine how much time was spent by Fairfield P.A. attorneys on MCILS-assigned matters between January 1, 2016, and the present and how much compensation was due to Fairfield P.A.
37. Fairfield P.A. had a pecuniary interest in how much compensation MCILS paid to Fairfield P.A. between January 1, 2016 and the present.

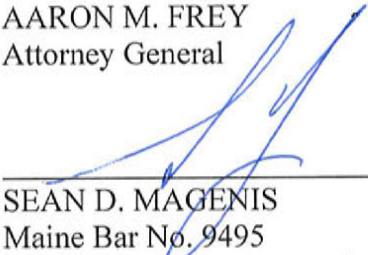
38. Between January 1, 2016, and the present, Ms. Fairfield had a pecuniary interest in how much compensation MCILS paid to Fairfield P.A. between January 1, 2016 and the present.

WHEREFORE, MCILS and the State ask this Court to enter judgment in their favor, award them their damages, interest, and costs, and grant all such other and further relief as this Court deems just.

Dated: December 2, 2021

Respectfully submitted,

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