

JAMES A. BROWN

v.

DAN K. GROVER JR.

Submitted on Briefs April 29, 2014
Decided May 8, 2014

Panel: SAUFLEY, C.J., and ALEXANDER, SILVER, MEAD, GORMAN, and
JABAR, JJ.

MEMORANDUM OF DECISION

James A. Brown appeals from a judgment entered by the District Court (Bangor, *A. Murray, J.*) following a nonjury trial. Contrary to Brown's contentions, the court was not compelled to find that he and Dan K. Grover Jr. had reached a settlement agreement regarding the sale of his interest in Orrington Fuel LLC, nor did the court err in finding that Brown breached the implied contractual covenant of good faith and fair dealing contained in every limited liability company agreement. *See* 31 M.R.S. § 1522(2) (2013); *McClare v. Rocha*, 2014 ME 4, ¶ 16, 86 A.3d 22; *Gordon v. Cheskin*, 2013 ME 113, ¶ 12, 82 A.3d 1221 ("A trial court's factual findings are reviewed for clear error, and they must stand if they are supported by any competent evidence in the record."); *Pelletier v. Pelletier*, 2012 ME 15, ¶ 13, 36 A.3d 903 (stating that this Court will "examine the record, and the reasonable inferences that may be drawn from the record, in the light most favorable to the trial court's judgment").

Furthermore, it was within the court's authority to calculate damages based on the loss Grover sustained when the business failed as a result of Brown's breach. *See Estate of Hoch v. Stifel*, 2011 ME 24, ¶ 43, 16 A.2d 137 (stating that this Court's review of a compensatory damage award is highly deferential); *Lee v.*

Scotia Prince Cruises Ltd., 2003 ME 78, ¶ 22, 828 A.2d 210 (“[T]he purpose of an award of compensatory damages for a breach of contract is to place the plaintiff in the same position that he or she would have enjoyed had there been no breach.”).

The entry is:

Judgment affirmed.

On the briefs:

Kirk D. Bloomer, Esq., Bangor, for appellant James Brown

David F. Szewczyk, Esq., Bangor, for appellee Dan K. Grover Jr.