UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF MAINE

John Bilodeau and Hope Bilodeau v. Six Rivers Construction, LLC and Byron Bouchard

Bilodeau · No. Case No. 24-20164; Adv. Pro. No. 25-02001 · Decided May 29, 2026

SUMMARY

The United States Bankruptcy Court for the District of Maine ruled on claims arising from a residential construction contract between the Bilodeaus and Six Rivers Construction, LLC. The court rejected the Bilodeaus' breach of contract, unjust enrichment, intentional misrepresentation, and nondischargeability claims, and rejected Six Rivers' breach of contract counterclaim. The court allowed Six Rivers to retain $75,364.90 of the deposit and awarded the Bilodeaus an allowed unsecured claim of $76,557.10.

CASE DETAILS

COURT	United States Bankruptcy Court for the District of Maine
WRITING FOR THE COURT	Peter G. Cary
JURISDICTION	United States Bankruptcy Court for the District of Maine
DECIDED	May 29, 2026
DOCKET	Case No. 24-20164; Adv. Pro. No. 25-02001
DISPOSITION	other
PROCEDURAL POSTURE	After an evidentiary hearing in an adversary proceeding arising from Six Rivers Construction, LLC's Chapter 11 bankruptcy case, the court adjudicated the Bilodeaus' claims for breach of contract, unjust enrichment, intentional misrepresentation, and nondischargeability, as well as Six Rivers's counterclaims for breach of contract and declaratory judgment.
STANDARD OF REVIEW	The court applied the preponderance-of-the-evidence standard to the nondischargeability claim and the clear-and-convincing-evidence standard to intentional misrepresentation. It independently applied Maine contract and unjust-enrichment law to the claims and counterclaims after the evidentiary hearing.
PRECEDENTIAL VALUE	unknown

TOPICS

chapter 11 | adversary proceedings | breach of contract | nondischargeable debts | unjust enrichment

PRACTICE AREAS

bankruptcy | construction law | contracts | commercial litigation | remedies

QUESTIONS PRESENTED

1. Whether the Bilodeaus or Six Rivers breached the construction contract by terminating or failing to perform under it.
2. Whether the Bilodeaus could recover restitution under unjust enrichment when a valid contract governed their transaction.
3. Whether Bouchard was unjustly enriched by the deposit absent proof that the Bilodeaus conferred a benefit on him individually or grounds to disregard Six Rivers's corporate form.
4. Whether Six Rivers and Bouchard made actionable intentional misrepresentations concerning the project's completion date, payment terms, and use of employees and subcontractors.
5. Whether the debt owed by Six Rivers was nondischargeable under 11 U.S.C. § 523(a)(2)(A).
6. What portion of the deposit Six Rivers was entitled to retain under the contract's termination provisions and what unsecured claim the Bilodeaus held for the remainder.

HOLDINGS

1. Neither the Bilodeaus nor Six Rivers established a breach of the construction contract. The Bilodeaus did not breach by terminating because the contract expressly permitted termination for convenience, and Six Rivers had not materially breached before termination.
2. The Bilodeaus could not recover against Six Rivers on an unjust-enrichment theory because a valid, binding contract governed the transaction.
3. The Bilodeaus failed to establish unjust enrichment against Bouchard because they conferred the deposit on Six Rivers, not on Bouchard individually, and presented no basis to disregard Six Rivers's corporate form.
4. The Bilodeaus failed to prove intentional misrepresentation because they did not establish that Bouchard's representations about completion by October 2024, monthly invoicing, or the anticipated division of work were false when made or were made with the requisite knowledge or reckless disregard.
5. The Bilodeaus failed to establish that Six Rivers's debt was nondischargeable under 11 U.S.C. § 523(a)(2)(A).
6. Six Rivers was entitled to retain $75,364.90 of the deposit for overhead and markup and permit-related work, while the Bilodeaus were entitled to an allowed unsecured claim of $76,557.10 for the remaining portion of the deposit.

KEY QUOTATIONS

> *“Since the Contract explicitly provided for termination under either scenario, however, the Bilodeaus did not breach simply by terminating the Contract and Six Rivers’ counterclaim fails.”* (II.A)

> *“The existence of a contractual relationship, ‘precludes recovery on a theory of unjust enrichment.’”* (II.B)

> *“The Bilodeaus therefore failed to meet their burden of establishing that Mr. Bouchard and Six Rivers knew, or should have known, at the time the Bilodeaus entered into the Contract that Six Rivers was incapable of completing the Project in accordance with the terms discussed among the parties.”* (II.C)

FACTUAL BACKGROUND

The Bilodeaus contracted with Six Rivers Construction, LLC to build an addition to their home for a stated construction price of $455,766 and paid a $151,922 deposit. The contract did not establish a definite completion date, allowed Six Rivers to use subcontractors, and permitted the owner to terminate for convenience subject to specified payment rights. After learning in July 2024 that Six Rivers intended to seek bankruptcy relief and that the deposit had been used for operational expenses, the Bilodeaus terminated the contract; Six Rivers had not yet commenced construction and did not return the deposit. The court found that the Bilodeaus failed to prove that Six Rivers or Bouchard had made knowingly false representations or had breached the contract before termination.

PROCEDURAL HISTORY

The Bilodeaus filed an amended adversary complaint against Six Rivers and Byron Bouchard. The parties proceeded to an evidentiary hearing on January 21, 2026. The court entered judgment for Six Rivers and Bouchard on all surviving claims asserted by the Bilodeaus, for the Bilodeaus on Six Rivers's breach-of-contract counterclaim, and for Six Rivers on its declaratory-judgment counterclaim to the extent of the amount the court determined it could retain from the deposit. The Bilodeaus received an allowed unsecured claim against the bankruptcy estate for the balance of the deposit.

DISPOSITION

other

CASES CITED

- H & B Realty, LLC v. JJ Cars, LLC, 246 A.3d 1176, 1184 (Me. 2021)
- Cellar Dwellers, Inc. v. D’Alessio, 993 A.2d 1, 5 (Me. 2010)
- Down East Energy Corp. v. RMR, Inc., 697 A.2d 417, 421 (Me. 1997)
- APB Realty, Inc. v. Georgia Pacific, LLC, 948 F.3d 37, 41 (1st Cir. 2020)
- Richard A. Mathurin and Assoc., LLC v. Crowe, 338 F. Supp. 2d 157, 161 (D. Me. 2004)
- Nadeau v. Pitman, 731 A.2d 863, 867 (Me. 1999)
- Howard & Bowie, P.A. v. Collins, 759 A.2d 707, 710 (Me. 2000)
- June Roberts Agency & Venture Properties, 676 A.2d 46, 49 (Me. 1996)
- Envisionet Computer Services v. Microportal.com, Inc., 2001 WL 179882, at *11 (D. Me. Feb. 14, 2001)

- In re Brady-Zell, 756 F.3d 69, 71-72 (1st Cir. 2014)
- Bradley v. Kryvicky, 2007 WL 2710392, at *2 (D. Me. Sept. 13, 2007)
- Drilling & Blasting Rock Specialists, Inc. v. Rheaume, 147 A.3d 824, 829 (Me. 2016)
- Sherbert v. Remmel, 908 A.2d 622 n. 3 (Me. 2006)

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