

STATE OF MAINE

SUPREME JUDICIAL COURT
Sitting as the Law Court
Docket No. Cum-25-533

Tomi E. Pastore

v.

John J. Pastore

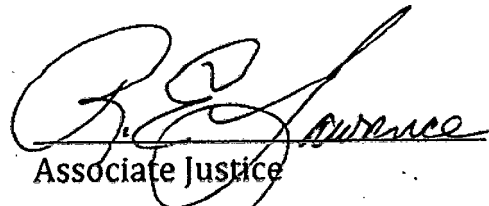
**ORDER DENYING REQUESTS IN
"THIRD SUPPLEMENT TO PRIOR
FILINGS AND NOTICE OF
SUPPLEMENTAL AUTHORITIES"**

After this Court dismissed John J. Pastore's appeal and denied a motion to reinstate the appeal, Pastore filed a document titled "Appellant's Third Supplement to Prior Filings and Notice of Supplemental Authorities." The filing requests that the Court (1) accept the filing; (2) "consider the attached authorities together with . . . prior filings"; (3) stay the mandate; and (4) "grant such other and further relief as the Court deems just and proper." Because none of the requested relief would provide any effective relief to Pastore, the Court accepts the filing as a second motion to reinstate the appeal. The Court has not waited for any response to the filing.

The motion is DENIED. Pastore's appeal remains dismissed. Pastore is warned that the Court will not accept any further filings in this appeal. If Pastore files any further documents, the Clerk of the Law Court may docket and file the documents without presenting them to the Court.

Dated: April 27, 2026

For the Court,


Associate Justice

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APR 28 2026

Clerk's Office
Maine Supreme Judicial Court

STATE OF MAINE

SUPREME JUDICIAL COURT
Sitting as the Law Court
Docket No. Cum-25-533

Tomi E. Pastore

v.

John J. Pastore

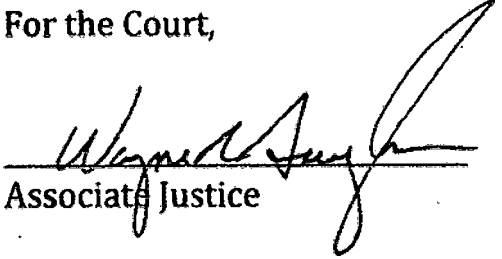
**ORDER DENYING MOTION TO
ENLARGE TIME AND DISMISSING
APPEAL**

John Pastore has moved for reconsideration of the Court's order of April 3, 2026, denying his motion for an enlargement of time to file his brief and the appendix and dismissing his appeal.

The motion is DENIED. Pastore's appeal remains dismissed.

Dated: April 10, 2026

For the Court,


Associate Justice

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APR 10 2026

CLERK OF SUPREME COURT

STATE OF MAINE

SUPREME JUDICIAL COURT
Sitting as the Law Court
Docket No. Cum-25-533

Tomi E. Pastore

v.

John J. Pastore

**ORDER DENYING MOTION TO
ENLARGE TIME AND DISMISSING
APPEAL**

On January 9, 2026, the Clerk of the Law Court issued the briefing schedule, which set the due date for John Pastore's brief at February 6, 2026.

Six days after the due date for the brief, on February 12, 2026, Pastore filed a motion to enlarge the time for the brief. On February 19, 2026, this Court enlarged the time for John Pastore's brief and appendix and ordered that he "file his brief and the appendix on or before March 5, 2026." The court noted, in bold typeface, that Pastore would not be granted any further enlargements of time.

On March 2, 2026, in response to an emailed question from Pastore, the clerk's office reminded Pastore that his brief and the appendix were due by March 5. Pastore filed the electronic version of his brief on March 5 but did not file an appendix. The same day, the clerk's office approved the brief, instructed Pastore to file the hard copies of the brief by March 12, and reminded him that his appendix was due on March 5 (the same day).

Five days after the due date for the appendix, on March 12, Pastore filed the electronic version of his appendix. The same day, the clerk's office approved it, reminded Pastore that the paper copies of his brief were due that day (March 12), and instructed Pastore to file the hard copies of the appendix by March 19.

On March 23, 2026, Pastore emailed an "updated version" of his brief and appendix. The clerk's office responded by informing Pastore that the brief and appendix were late and that he must file a motion to enlarge the time for them. Pastore responded that he "was under the impression that the final appendix was due the 24th," despite the Court never having stated that anything was due on March 24.

On March 24, Pastore filed an "emergency motion to accept brief and appendix." In the motion, he stated that he had the paper copies, which were "ready to be hand-delivered to the Clerk immediately." Tomi Pastore has filed an opposition to the motion.

Pastore has repeatedly failed to timely file the brief and appendix, moving for an enlargement of time only after the deadline for the documents had passed. Despite the clear instructions from the clerk's office as to when the hard copies were due, Pastore has failed to file the hard copies and has instead sent an "updated version" of the documents and claimed that he thought that the appendix was due five days after the date that the clerk had told him it was due. Even after being warned that he would not be granted any further enlargements of time, Pastore missed deadlines and has now moved for an enlargement of time after the fact, making the motion only after the clerk's office instructed him that it would be necessary.

The only reason that Pastore provides in his motion for his failure to timely file the documents is that he "is a 100% VA-disabled Gulf War veteran with service-connected traumatic brain injury and PTSD (that) substantially impair [his] concentration, processing speed, and ability to complete complex legal work under deadline pressure." Pastore certainly knew of his limitations before his brief was due but did not request an accommodation until the deadline for his brief and appendix had passed. In addition, all that was left for Pastore to do by March 12 and 19 was to file the printed copies of his brief and appendix. Printing and delivering briefs and appendices does not involve any "concentration," "processing," or "complex legal work."

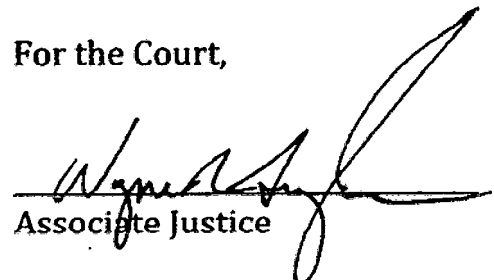
Because of Pastore's significant failure to comply with the rules despite repeated reminders and warnings, because Pastore failed to comply with deadlines and did not move for enlargements of time until after the deadlines had passed, and because Pastore has not shown good cause for his failure to comply with the deadlines for filing the hard copies of the brief and appendix, his motion to enlarge time is DENIED. Pastore's appeal is DISMISSED for want of prosecution.

Dated: April 3, 2026

For the Court,

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APR 3 2026
Clerk's Office
United States District Court


Associate Justice

STATE OF MAINE

SUPREME JUDICIAL COURT
Sitting as the Law Court
Docket No. Cum-25-533

Tomi E. Pastore

v.

John J. Pastore

**ORDER ENLARGING TIME FOR
BRIEF**

John J. Pastore has moved for an enlargement of time to file his brief. Tomi E. Pastore has filed an opposition to the motion.

Although Tomi Pastore is correct that the reasons for John Pastore's request would not be sufficient under the rules, John Pastore has made his request as an accommodation under the Americans with Disabilities Act. Because of the short time originally scheduled for the appeal as a Track A appeal, the relatively short extension that John Pastore requests, and the possibility that parental rights and responsibilities may be at issue in the appeal, the Court will grant the enlargement.

It is ORDERED that the motion is GRANTED. John Pastore must file his brief and the appendix on or before **March 5, 2026**. **No further enlargements will be granted to John Pastore.**

Tomi Pastore must file her brief on or before **April 9, 2026**.

Dated: February 19, 2026

For the Court,

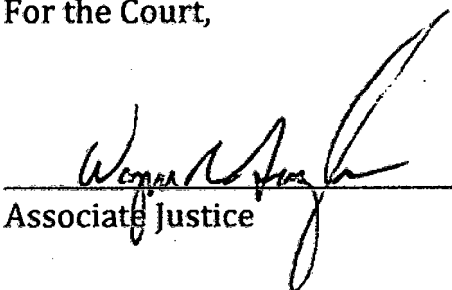

Associate Justice

Exhibit A

March 5, 2026 clerk email accepting the brief and discussing the appendix deadline

Clerk of the Law Court

Thu, Mar 5, 11:08 AM

to dhirshon, me

The appellant brief look good. Please send the hard copies so that we receive them by March 12, 2026. In the future please remember to add counsel to any email to the Court. Also your appendix is due 3/5/26, which can be filed later by agreement between the parties with no leave of the court.

Thank you.

--

Kim Patterson

Associate Clerk

Maine Supreme Judicial Court

205 Newbury St Rm 139

Portland, Maine 04101

(207) 822-4146

Exhibit B

March 12, 2026 clerk email stating the brief was previously accepted and the appendix was accepted

John Pastore

Thu, Mar 12, 2:51 PM

Here is the Brief and updated Appendix Kim, thank you for your patience. David and his Legal secretary are attached.

Clerk of the Law Court

Thu, Mar 12, 3:12 PM

to me, dhirshon, lharmon

Thank you. Previously we accepted your brief with the paper copies being due today. The appendix is also accepted. Please send the hard copies so that we receive them by March 19, 2026.

Thank you.

--

Kim Patterson

Associate Clerk

Maine Supreme Judicial Court

205 Newbury St Rm 139

Portland, Maine 04101

(207) 822-4146

STATE OF MAINE
SUPREME JUDICIAL COURT
SITTING AS THE LAW COURT
LAW COURT DOCKET NO. CUM-25-533

TOMI E. PASTORE,
Plaintiff-Appellee

v. JOHN J. PASTORE,
Defendant-Appellant

**MOTION TO RECONSIDER ORDER DENYING MOTION TO ENLARGE
TIME AND DISMISSING APPEAL**

John J. Pastore, Defendant-Appellant, respectfully moves the Court to reconsider its Order dated April 3, 2026, denying his motion to enlarge time and dismissing this appeal.

Appellant respectfully requests prompt consideration of this motion because the Rule 10(a)(5) filing period is short and the dismissal has severe consequences for Appellant and his dependent family members.

This motion is based on omission and clarification. Appellant respectfully submits that the Court may have overlooked the ambiguity created by the March 5 and March 12, 2026 clerk correspondence, Appellant's prompt request for help once he realized there was a deadline problem, the fact that the required hard copies were thereafter submitted, and the effect of Appellant's service-connected traumatic brain injury on his ability to process multi-step written instructions under deadline pressure.

Background

1. On February 19, 2026, the Court enlarged Appellant's time to file his brief and appendix to March 5, 2026, and stated that no further enlargements would be granted. The Appellee's objection also describes that order.
2. On March 5, 2026, the Clerk advised Appellant that his brief looked good and that the hard copies had to be received by March 12, 2026. In the same email, the Clerk also stated that the appendix was due March 5, 2026, but could be filed later by agreement between the parties. This email addressed different filing steps in the same message.
3. Appellant had to correct the appendix because the numbering and page references did not match properly. Appellant was attempting to make the appendix compliant, not to delay or abandon the appeal. The corrected appendix was submitted and accepted on March 12, 2026. The Appellee's objection acknowledges that the corrected appendix was approved on March 12, 2026.
4. On March 12, 2026, after additional email exchanges regarding proof of service, the Clerk wrote: "Previously we accepted your brief with the paper copies being due today. The appendix is also accepted. Please send the hard copies so that we receive them by March 19, 2026." Appellant respectfully submits that this message addressed both filings together and contributed to confusion as to which paper-copy deadline applied to which filing.

5. Appellant does not contend that the Court expressly set a March 24 deadline. Rather, Appellant contends that he genuinely became confused about the remaining paper-copy deadlines after the March 5 and March 12 communications.
6. On March 23, 2026, immediately after being told that both the brief and appendix were late, Appellant replied that he had been under the impression that the final appendix was due March 24, stated that he was confused, asked what he should do, and stated that he would hand-deliver all copies the next morning. Appellant respectfully submits that this showed good-faith confusion and an effort to cure, not willful disregard.
7. On March 24, 2026, the Clerk replied that the appendix had been approved and accepted on March 12, 2026, which made the paper copies due March 19, 2026.
8. Appellant thereafter hand-delivered the hard copies of both the brief and appendix on the morning of March 24, 2026. Accordingly, the missing paper filings were cured. Appellant respectfully submits that there is no longer any practical need to enlarge time for the purpose of submitting the hard copies, because those copies have now been submitted.

Grounds for reconsideration

9. Appellant respectfully submits that the Court may have overlooked the practical effect of Appellant's service-connected traumatic brain injury and PTSD on his ability to understand and comply with multi-step written instructions, filing deadlines, and court logistics under stress.
10. Before the April 3, 2026 dismissal order entered, Appellant had already sought disability accommodation within the Maine Judicial Branch. On March 29, 2026, Appellant submitted a Disability Accommodation Request explaining that his traumatic brain injury and PTSD impair his processing speed, concentration, memory, and ability to understand oral and written instructions under pressure, and requesting written instructions, extra time to process information, and assistance understanding court procedure. Although that request was submitted in the related family matter rather than directly in this appeal, it still shows that Appellant's need for accommodation was real, ongoing, and known within the Maine courts before the dismissal order was issued. Appellant's VA benefits letter further confirms that he has a 100% combined service-connected disability rating and is considered totally and permanently disabled due solely to service-connected disabilities.
11. The record shows that by March 12, 2026, the Court had the electronic brief and electronic appendix. The Clerk stated that the brief had been previously accepted and that the appendix was accepted on March 12, leaving only the hard-copy filing requirements outstanding. Appellant respectfully submits that his failure was not abandonment of the appeal, but a misunderstanding of the remaining paper-copy deadlines and requirements.
12. Appellant respectfully submits that the March 5, March 12, and March 23 clerk emails used imprecise wording and addressed multiple filing requirements in the same communications. For example, the March 23 email stated that the hard copies "where due" on March 12 and March 19, and the earlier emails discussed different filing steps and dates in the same message. Appellant does not contend that the Court expressly set a March 24 deadline, but respectfully submits that the wording of these communications contributed to his genuine confusion regarding the remaining

paper-copy requirements, particularly in light of Appellant's traumatic brain injury and related processing limitations.

13. Immediate enforcement of the judgment would cause severe hardship not only to Appellant, but also to vulnerable family members who depend on him. This litigation has imposed severe financial and personal strain on Appellant, whose only income is VA disability benefits. Appellant's 87-year-old mother, who has cancer and depends on Appellant for care and support, lives in the home, and Appellant's children also reside there. Loss of the home would destabilize the housing, care, and financial security of multiple dependent family members.
14. Appellant respectfully submits that dismissal of the appeal was too harsh under these circumstances, where the filings had already been electronically submitted and accepted, the remaining problem concerned paper copies, Appellant became confused by mixed instructions, Appellant's cognitive disability materially affected his understanding, Appellant promptly asked for help once he realized there was a problem, and the required hard copies were thereafter submitted.

Requested relief

WHEREFORE, Appellant respectfully requests that the Court:

- A. reconsider its April 3, 2026 Order;
- B. vacate the dismissal of the appeal;
- C. permit the appeal to proceed; and
- D. accept the hard copies as filed out of time.

Dated: 4-6, 2026

Respectfully submitted,

/s/ John J. Pastore



John J. Pastore

32 Main St

Windham, Maine 04062

johnpastore04062@gmail.com

207-939-8083

Certificate of Service

I certify that on 4-6, 2026, I served a copy of this Motion to Reconsider on counsel for Appellee, David M. Hirshon, Esq., by email at dhirshon@hirshonlawgroup.com.

/s/ John J. Pastore

John J. Pastore

A handwritten signature in black ink, appearing to read "John J. Pastore", written over the printed name.

Exhibit F - November 6, 2025 VA benefits letter



DEPARTMENT OF VETERANS AFFAIRS

November 06, 2025

John J. Pastore
32 Main St
Windham, ME 04062

Dear John Pastore:

This letter is a summary of benefits you currently receive from the Department of Veterans Affairs (VA). We are providing this letter to disabled Veterans to use in applying for benefits such as state or local property or vehicle tax relief, civil service preference, to obtain housing entitlements, free or reduced state park annual memberships, or any other program or entitlement in which verification of VA benefits is required. Please safeguard this important document. This letter is considered an official record of your VA entitlement.

Our records contain the following information:

Personal Claim Information

Your VA claim number is: xxx-xx-0303

You are the Veteran.

Military Information

Your most recent, verified periods of service (up to three) include:

Branch of Service	Character of Service	Entered Active Duty	Released/Discharged
Navy	Honorable	May 07, 1991	May 16, 1995

(There may be additional periods of service not listed above.)

VA Benefit Information

You have one or more service-connected disabilities:	Yes
Your combined service-connected evaluation is:	100%
Your current monthly award amount is:	\$4,413.63
The effective date of the last change to your current award was:	December 01, 2024
You are considered to be totally and permanently disabled due solely to your service-connected disabilities:	Yes
The effective date of when you became totally and permanently disabled due to your service-connected disabilities:	February 23, 2022

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DISTRICT COURT
LOCATION: PORTLAND
DOCKET NO. PORDC-FM-2023-259

FINAL DIVORCE JUDGMENT

This matter came before the Court on June 12, 13 and 16, 2025, for a final divorce hearing. The Plaintiff filed for divorce on April 23, 2023. Defendant was served on April 4, 2023. All parties were provided notice and amended notices of the final hearing. Present at the hearing were Plaintiff (hereinafter "Tomi"), represented by Attorney David Hirshon; and Defendant (hereinafter "John") represented by Attorney Eric Thistle.

(born 2009). Plaintiff, Tormi, is the *de facto* parent of A.P. As such, her parental rights and responsibilities as to A.P., as shared with John and So Pastore, are set forth in Docket No. PORDC-FM-23-260. The terms of the final orders in that case are fully incorporated into this final divorce judgment.

The only child at issue in this divorce is M.P. The Parties mediated an agreement as to the parental rights and responsibilities that the Court signed a final order on May 6, 2025. The Court incorporates that Final Order Regarding Parental Rights and Responsibilities as to M.P. and A.P. into this Order and grants it full force and effect as part of the final divorce judgment in this case.

Page 1 of 16

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- 3) Lori Harmon, Attorney Hirshon's legal secretary,
- 4) Jessica Belanger,
- 5) Steven Greer,
- 7) Michael Hulse, CPA, and,
- 8) Melissa Brooks.

The Court admitted exhibits by all Parties and has considered those exhibits. The Court took judicial notice of the file by agreement of the Parties.

JURISDICTION & VENUE

The Parties were married in Portland, Maine, on August 4, 2017.

Both Parties were residents of and lived in Cumberland County, Maine, during all times of this litigation and at least six (6) months before the filing of this action.

DIVORCE & NAME CHANGE

The Parties are granted a divorce based on irreconcilable differences.

Tomi may resume and change her name to Tomi E. Doyle.

PARENTAL RIGHTS AND RESPONSIBILITIES

The Court incorporates all terms and provisions of the May 6, 2025, Final Order Regarding Parental Rights & Responsibilities as to M.P.

JOHN'S CREDIBILITY

The Court finds it is important to discuss, first and foremost, that the Court finds John lacked any credibility with the Court, as that finding permeates the conclusions and orders below.

John is alleged to have owned and operated a mechanic's garage, E2 Auto, for years prior to the divorce proceedings. He now claims that he does not do so and has stopped operating the garage due to his disability. The Court finds that is not true. Rather, the Court finds that John is secretly operating the garage and hiding his income. The Court finds that John opened and maintained a secret Evergreen Savings account with his girlfriend, Jessica Belanger, where he would deposit or transfer via Square the mechanic related income. He asked Jessica to open that account

and explicitly told Jessica he would be depositing his E2 Auto income into that account. The Court finds that Jessica clearly knew they were conspiring to do this to avoid reporting the income to Tomi and for this divorce proceeding. Jessica closed this account in February of 2025 when John and Jessica broke off their relationship. Tomi saw and photographed a debit/credit card for this Evergreen account with John's name on it *currently* located in John's toolbox when she inspected the home. He lied to the Court about all those activities.

The most galling testimony from John was his attempt to hide receipts for mechanic services from the Court. The Court specifically ordered on June 12, 2025, that the Parties were to go to the marital home together with their attorneys. All Parties were ordered to wait outside and enter the home together. Tomi and her attorney were allowed to search the home for assets and related information. John entered the home *before* any other Parties in direct violation of the Court's order. The Court finds that was likely an attempt to hide something negative or hide assets. More importantly, when Tomi tried to look inside the toolbox, John's attorney stopped her and prohibited that access. Tomi was able to capture pictures of receipts that prove John is still working as a mechanic and that he had direct access to Jessica Belanger's Evergreen Account.

The Court found outrageously unbelievable John's testimony related to one particular receipt for auto services. When confronted with Pl. Contempt Ex. 1, a "European Engineering Automotive" receipt, the Court finds John lied directly to the Court. Despite John's denials about knowledge of that receipt, the amount paid on that receipt (plus what the Court finds to be an extra credit card/Square charge) matches a deposit into Jessica and John's Evergreen Account on December 26, 2023. *See* Pl. Ex. 54. Moreover, the receipt was written by a "JP" which John claimed was a friend filling in John's initials. The Court finds that testimony was a blatant falsity under oath to the Court. Tomi confirmed all the writing on that receipt was John's.

John purchased inspection stickers for E2 Auto. He still advertised with a sign in front of his garage that he was performing inspections on the day of the hearing. He recently purchased parts from Northside Import. The Court finds that Tomi has taken numerous pictures and observed multiple vehicles she knows from prior involvement were at his garage for auto work while this case was pending. This is all while John claims he is a hobbyist mechanic only and does occasional repairs for family and friends.

Moreover, John is flooded with money to pay for things he claims he cannot. He paid for trips with his girlfriend to Florida, Costa Rica, Mohegan Sun twice, skiing at Sunday River, and in June of 2023 paid \$15,000 *cash* for a 2012 Audi TT that he had Jessica buy in a sham transaction to avoid reporting that asset to the Court. He explicitly told Jessica that he was not supposed to purchase items during the divorce so asked that she place the car in her name and he would reimburse her for the registration. That is not only direct evidence of John hiding cash to pay for items, but a direct effort to avoid the Court's injunction and orders.

The Court finds that John lied about having cash in his house. John claims there was never any cash in his basement. The Court finds that is a lie, as he told Jessica Belanger that there was cash in the basement that Jessica would never find. He mentioned this cash in his home in numerous jail calls.

Moreover, John lied when he testified that he did not own a boat. His own friend, Steven Greer, testified that as of the past Fall John had a boat that he owned on a slip located on Sebago Lake.

These lies and attempts to hide income and assets by John explain why most of his answers in his deposition were merely avoidance tactics such as, "I'll have to get back to you on that" only to never provide the above hidden information.

John's lack of credibility weighs heavily on the Court as to various issues in this divorce.

CHILD SUPPORT

Tomi's Gross Income: Tomi works for Scott Doyle Insurance. Tomi works 20-30 hours per week. She earns \$25 per hour. There is no dispute that Tomi can work a full-time job. However, she works less so that she can transport and care for M.P. and A.P. M.P. is only nine years old, and thus too young to stay at home alone. The costs for daycare would offset any benefit by Tomi working 10-20 extra hours per week. Moreover, it was historically important to *both* Parties that the boys participate in sports. M.P. is involved in basketball and soccer. A.P. is involved in baseball six days per week. Tomi must leave work often to ensure the children attend practices and games. The Court will not impute a full-time wage to Tomi where she is covering daycare and other child-related needs, but will impute a thirty-hour per week wage, as she testified that is often

the number of hours she is able to work per week. Thus, her wage is set at \$39,000 per year (\$25 x 30 hours x 52 weeks).

John's Gross Income: John earns \$51,671 annually in VA disability benefits.

As discussed above, the court found John's credibility was nearly non-existent. As a result, the Court rejects John's testimony that he is disabled and has been unable to work on vehicles since 2023/4. He presented no medical evidence to support his claim that a traumatic brain injury and/or back problem reduces his ability to work. Moreover, the Court finds that John is currently operating and hiding ongoing income from his mechanic's business.

The Court finds that John shall be imputed a full-time mechanic's income. The Court will impute John a gross income of \$75,000, which is consistent with the deposits John made into his hidden account from his mechanic's business in 2023 and 2024. See PL Ex. 64. Moreover, the Department of Labor finds 75% of national mechanics earn \$65,000¹. It is important to note that John recently made deposits of over \$100,000 for a year's worth of work, and thus the Court finds that imputing \$75,000 is a conservative imputed income given John's recent earning capacity. See PL Ex. 64.

The Court also finds John receives rental income from his mother in the amount of \$900 per month or \$10,800 per year. The Court not only finds that John was not credible in claiming his mother's payments were a gift, but he was confused even when making that claim. He initially did not disclose that income on his financial affidavits. His testimony was unclear, inconsistent and illogical when trying to claim all the money his mother gave him should not be considered "income". The Court will also impute a rental income to John in the amount of \$1,300 per month or \$15,600. That is the last amount tenants paid to John before vacating the apartment. John has a second apartment available to him that he has refused to fix since the last tenants vacated, but could be prepared for ongoing rentals.

¹ U.S. Bureau of Labor Statistics, Occupational and Wage Statistics (OEWS) Profiles, May 2024, 49-3023 Automotive Service Technicians and Mechanics. The OEWS indicated Maine's "Mean Wage" for this industry was \$53,920, but John's own records indicate he could earn higher than the mean wage, thus the Court is imputing a higher income than Maine's Mean Wage.

Thus, John's total gross income is \$153,071 (\$51,671 + \$75,000 + \$10,800 + \$15,600)².

There are no childcare costs as Tomi cares for the children. There are no extraordinary medical costs for the children.

The children do not have any health insurance premiums, as they are supported by MaineCare.

In accordance with 19-A M.R.S.A. §2001, *et seq.*, the Court has made certain findings of fact concerning the current parental support obligation as computed under the presumptive applications of the Child Support Guidelines. Those findings are contained with the completed Child Support Worksheet and Child Support Order which are attached hereto and incorporated herein.

The Parties shall split agreed upon extracurricular activities per their percentage of the total gross income in the attached child support worksheet. However, the Parties shall split *all* sporting extracurricular activities per their percentage of income, including any costs associated with equipment, registrations, fees and other reasonable costs for those sports.

By the time of hearing, John had paid 106 weeks of support or \$15,453 in child support. *See* Pl. Ex. 25. Tomi is claiming child support from April 4, 2023, the date of service of this action, to the present. Thus, John owes a total of \$306 x 132 weeks or \$40,392 while this divorce has been pending³. He has paid a total of 132 weeks x \$158/week (per the Interim Order dated May 26, 2023) or a total of \$20,856. Thus, John shall pay a retroactive amount of child support totaling \$19,536. John shall pay an additional \$150 per week so that arrearage is paid off in two- and one-half years.

John shall obtain and at all times maintain a life insurance policy in an amount no less than a payout coverage to Tomi in an amount at least equal to the total of any past, retroactive and ongoing child support payments due until M.P. turns eighteen years of age. John shall provide Tomi

² The Court notes this income could have been higher, as the Court did not impute income based upon John's admission that he rents out part/all of his work garage to friends for mechanic's work. Moreover, the Court could not reduce John's earnings for any proposed expenses, as he testified, he did not have any expenses given that he refused to acknowledge his work or rental incomes.

³ The Court finds that \$306/week is the retroactive child support amount due for 2023, 2024, and ongoing, despite the calculation being done in 2025. First, the Court likely *could* have imputed higher past incomes to John in 2023, as his deposits demonstrated income of nearly \$108,000 that year, but has opted not to do so, given the high figure it would require John to pay retroactively. The Court finds it is just to impose this figure flatly retroactively, as Tomi has requested in her proposed order.

with proof of coverage certificates within sixty days and upon reasonable request by Tomi moving forward.

TAXES

Tomi shall claim all tax benefits for M.P.

REAL ESTATE

The real estate located at 32 Main St., Windham, Maine and more fully described in a Quitclaim Deed dated April 29, 2016 and recorded in the Cumberland County Registry of Deeds in Book 33162, Page 174-175 is both marital and non-marital.

There is no dispute that John owned this real estate prior to the marriage. There is also no dispute that the mortgage was reduced by an amount of \$58,264.72 during the marriage.

Tomi claims that she is entitled to an additional \$100,000 in appreciation of the value of the real estate. She claims that is the value of the added drywalling, painting, landscaping, and labor she added to the property value during the marriage. She did not present any invoices, proof of work, real estate or appraiser opinions, nor expert testimony concerning the value of her work or increased value of this real estate.

A party claiming that property set aside as nonmarital has acquired a marital component due to post-marriage appreciation bears an initial burden of establishing that the property, in fact, has appreciated during the marriage. *Warren v. Warren*, 2005 ME 9, ¶ 26, 866 A.2d 97. Because of the statutory presumption that all property acquired during the marriage is marital, the party need prove only that the property appreciated in “a determinable amount” during the marriage. *Violette v. Violette*, 2015 ME 97, ¶ 21, 120 A.3d 667; see *Nilsen v. Hanson*, 1998 ME 109, ¶ 5, 709 A.2d 1190; see also *Levy, Maine Family Law* § 7.6[4][e] at 7-45 (8th ed. 2013) (“[I]f the increase in the value of property acquired prior to marriage occurs subsequent to marriage, the increase is subject to the marital property presumption.”). The burden then shifts to the party urging that the appreciation should remain nonmarital to prove that the appreciation is a nonmarital “increase in value” as defined by section 953(2)(E)(1). *Warren*, 2005 ME 9, ¶ 26, 866 A.2d 97. If at any point in the analysis a party fails to sustain its burden, the court must resolve the issue against the party carrying the burden. *Bolduc v. Getchius*, 2025 ME 41, ¶ 14, 334 A.3d 773, 779; *Ayotte v. Ayotte*, 2009 ME 20, ¶ 7, 966 A.2d 883.

The amount of the increase in value is an essential element of proof. *It is not sufficient for a party to merely opine that a property is more useful, efficient, accessible, secure, or aesthetically pleasing due to post-marital investments of effort or funds.* Such bare-bones evidence deprives the court of a critical element in the analysis. Although a court has discretion to accept or reject proffered evidence of value, it cannot arbitrarily establish values in the absence of evidence unless it is appropriate for the court to take judicial notice of certain facts; nor can it arbitrarily set aside nonmarital property or divide marital property based on its finding of a marital component of value without making supportable findings of fact quantifying that value. *Miliano v. Miliano*, 2012 ME 100, ¶ 25, 50 A.3d 534, 542–43. (Emphasis added).

In this matter, neither party submitted evidence of the value of this real estate at the time of the marriage. While Tomi generally values her manual labor, improvements, and other marital investments at \$100,000, there was nothing admitted supporting that figure. Thus, pursuant, *Miliano*, the Court must find that Tomi did not carry her burden to prove the claimed marital appreciation to the real estate, and thus, the Court cannot grant an award of a marital portion of the real estate over and beyond half of the mortgage reduction referenced above. *See id.*

Thus, the real estate is awarded to John as his sole and exclusive property, but he shall pay Tomi within ninety days (90) an amount of \$29,132.36.

John is responsible for filing any real estate order or abstract with the registry of deeds to effectuate this award.

SAVINGS AND CHECKING ACCOUNTS

John's Navy Federal Credit Union consists of deposits of his ongoing VA disability benefits. Those were accrued during the marriage. John argues that those funds cannot be distributed as a marital asset pursuant to 38 U.S.C. §5301(a)(1). The Defendant cites this section as a protection for this bank account.

It is well settled law that the Court can consider John's VA disability as income for purposes of calculating support obligations, but the disability award is a non-marital asset. That includes money that has already been paid and is held in a Federal Savings and Loan Association available for his immediate use. *See e.g. Pfeil v. Pfeil*, 115 Wis. 2d 502, 506–07, 341 N.W.2d 699, 702 (Ct. App. 1983). The Court finds in this case that John's Navy Federal Credit Union Accounts solely consist

of John's past and ongoing disability payments and deposits. Thus, the Court has no authority to award those payments to Tomi as part of a marital asset division. 38 U.S.C. §5301(a)(1).

Each party is awarded \$2,743.90 or one half of John's Evergreen Savings Account.

Tomi is awarded \$6,597.20, which represent the entirety of the amount of Jessica Belanger's "hidden" account at the time John closed the account. Tomi is awarded the entirety of this account given John's efforts to hide and not disclose this account to anyone, including the Court.

Any other bank account not listed above that is held in John's name shall be divided equally with Tomi.

All financial accounts in Tomi's name are awarded entirely to her and set aside to her, including but not limited to her Evergreen Credit Union Accounts.

All payments due under this section shall be made within sixty (60) days.

The Parties do not have retirement accounts.

DEBTS

All debts are the responsibility of the Party who owns said debt unless otherwise set forth in this order.

The only marital debt claimed by either party is a dental bill owed by Tomi. John shall pay 80% of the dental bill owed by Tomi (\$1096) toward the outstanding dental bill owed. John shall pay \$567.60 for his share of the dental bill for M.P. incurred on August 7, 2023. These two payments shall be made to Tomi within sixty (60) days of this judgment.

John assaulted Tomi when their marriage ended on or about July 7, 2022. He violently shook her while she was drunk and knocked her out. She awoke in a bathtub with damage to her teeth. It has been estimated that the cost to repair her teeth is between \$6-7,000. However, this claim by Tomi is not a debt that is currently affecting the marital estate. The dental work that Tomi seeks is better addressed as part of the Court's spousal support consideration.

PERSONAL PROPERTY

Tomi is awarded the following personal property:

- 1) All of the property in her possession not otherwise awarded in this order,

- 2) Any and all accounts in her name,
- 3) 2017 Audi Q7 in her possession (along with any associated debt),
- 4) M.P.'s golf clubs,
- 5) M.P.'s dirt bike,
- 6) M.P.'s 4-wheeler,
- 7) Dell laptop,
- 8) New smoker,
- 9) New generator located in the basement,
- 10) Tomi's snowboard,
- 11) Bistro set with 2 chairs,
- 12) 2 Armoires,
- 13) Rinnai Heater,
- 14) Nautica Beach Chair,
- 15) Sewing Machine,
- 16) Mink coat,
- 17) 2011 Audi Q7 (child's car),
- 18) 2008 Volkswagen Passat (child's car),
- 19) Blue Audi Q7,
- 20) JCB Tractor/Backhoe,
- 21) Shoes from the basement and other clothing belongings to Tomi, and
- 22) Crafting items.

All of the above items shall be delivered to Tomi within fourteen (14) days.

John is awarded the following property:

- 1) All of the property in his possession not otherwise awarded in this order,
- 2) Any and all accounts in his name,
- 3) 2002 Chevrolet 2500 with Plow,
- 4) 2007 Audi A6,
- 5) Kubota Tractor,

- 6) A boat⁴,
- 7) 2012 Audi TTRSPR, and
- 8) 2017 Audi Q7 in his possession.

John shall pay Tomi within fourteen (14) days an amount \$1,758.50 for half of the insurance proceeds that John received for the stolen marital trailer. The Court finds John received those figures and did not pay Tomi.

The Court finds that all the diamond earrings, engagement rings, and other jewelry were gifts and need not be awarded for purposes of the marital estate, as they are non-marital assets.

Due to John's deception and failure to disclose assets, such as the firearms and the boat, the Court will award Tomi an amount of \$7,500 for half of the value she placed on the marital portion of the firearms that are stored at the home of John's friend. That amount is to be paid to Tomi within fourteen (14) days. In addition, the Court finds this is more than a fair property award where John engaged in direct contempt of the Court's order by entering the marital home first, before all Parties arrived to review assets after day one of the hearing and in addition to the countless other efforts by John to conceal assets, hide money, duck discovery efforts and avoid valuation of property.

BUSINESS

John owned his business "E2 Auto" before the marriage. Thus, to the extent that Tomi is entitled to an award of a portion of that business as marital, she must meet the same burdens as set forth above in the Real Estate section of this judgment.

There was no evidence presented as to the value of E2 on the date of marriage. Tomi values E2 Auto at an amount of \$130,000. She did not present any evidence to support that figure. She opines, without support, that E2 increased in value by \$50,000 during the marriage.

Tomi did testify that several assets were purchased for the business during their marriage. Those included tools, heaters, lifts, toolboxes, lights and other assets that were purchased during a major renovation of the business during the marriage. Tomi testified that those assets purchased for the business during the marriage were conservatively valued at \$25,000. The Court finds her

⁴ The Court finds, based on the testimony of John's friend, that John owns an undisclosed boat that he keeps on a slip on Sebago Lake.

testimony credible on both the fact that numerous assets were purchased for the business during the marriage, and the value of those assets. John denied that any post-marital assets existed in the mechanic's business. The court did not find that testimony credible.

E2 is awarded to John as his sole and exclusive property. John shall pay an amount to Tomi of \$12,500 within four months for her share of the assets purchased for the business during the marriage.

SPOUSAL SUPPORT

In awarding spousal support the Court has considered all the factors set forth in 19-A M.R.S. § 951-A(5).

Tomi is forty-four years old. Tomi is a high school graduate and has no college education. She has work experience as a waitress, partial restaurant owner, mortgage loan officer, customer service in auto parts, and insurance assistant. She has no real managerial experience aside from her work at E2 Auto.

John is a Veteran and receives disability benefits. He claims he has a back injury and traumatic brain injury. However, the Court has no documentation beyond John's disability rating to support those injuries. John has worked as a mechanic since 2000 and started E2 Auto, the shop at his home, in 2006. He has a lengthy history as a manager and business owner. As found above, he has the potential to earn upwards of \$100,000 per year in the business he still operates.

The Parties were married in 2017, and thus, were married a little under six years when this action was served.

The Court finds that Tomi contributed significantly to the success of John's business. She started working for John in 2014. She became the *de facto* office manager, billing representative, customer service representative, and non-mechanical operator of the business. She worked for John until 2023.

John refused to pay Tomi. She asked John to make her a W-2 employee on several occasions, but John refused. Tomi also asked to open her own bank account several times, but John would not allow that. John refused to allow Tomi to obtain employment outside of the home. John handled all the cash that was earned from E2 Auto and gave her small amounts to live off.

Tomi was the primary homemaker and caretaker for A.P., M.P. and J.P. (John's adopted child with his ex-wife). She took care of the home, cooked, cleaned, and was always a stay-at-home parent when she was not working *and* while working for E2 Auto. She often pulled double duty as a manager and homemaker, as the marital home was physically connected to the business.

Tomi played a substantial role in growing E2 Auto as a manager. They renovated the shop during the marriage. She handled all customer services operations without being paid to do so. The company earned over \$100,000 when the divorce was filed.

John has substantial earning power and retirement income. As found above, he continues to operate E2 Auto, and hides the income from that endeavor. Thus, he did not pay taxes on the hidden income, so the gross earnings are closer to his actual net pay. He has recently earned over \$100,000 from that business. He earns over \$50,000 in VA disability benefits. He has ongoing rental income potential in a home that is wholly paid off.

Tomi, even if she were to return to full-time employment, will likely earn no more than \$52,000 per year. She does not have housing for herself and the children. She currently lives in subsidized housing funded by a Shalom House Grant that has no guarantee of being awarded each year. She has no retirement plans beyond Social Security, which was diminished because John refused to allow her to become a W2 employee.

The Court finds it relevant to a spousal support award that John, almost immediately after the filing of this divorce action, claims that he was unable to work. However, the Court finds that he purposefully hid his ongoing full-time employment and made purposeful and malicious efforts to evade income reporting by having his new girlfriend create hidden bank accounts, sham automobile transactions, and hidden cash, all while he avoided discovery and truthful answers at deposition. John's efforts made it difficult for Tomi and her counsel to investigate this case, value assets, and was an attempt to avoid the Court's orders.

John purchased an Audi for \$15,000 cash in a sham transaction with his girlfriend to hide that purchase during this litigation and undermine the preliminary injunction.

John assaulted Tomi and pleaded guilty to that offense. Tomi requires significant dental work of up to \$6,000. Thus far, she has been unable to afford to have that work done.

The Court finds that John committed "economic abuse" against Tomi, as he controlled all the cash that was made during the marriage from E2 Auto. He refused to pay Tomi for her work, refused to allow her to open a bank account, and only gave Tomi small amounts to live off. He refused to allow Tomi to get an additional job for lengths of the marriage so that she was stuck as a homemaker and helping John grow his business. These were all efforts by John to force Tomi to become financially dependent upon him. *See* 19-A M.R.S. § 951-A(5)(M-1) & § 4102.

The Court finds that John shall pay Tomi reimbursement support, as there are exceptional circumstances that force the Court to achieve an equitable result in the dissolution of the marriage.

Tomi contributed substantially to the success of John's business and ongoing income. She worked for him, without pay, for six years. She grew John's customer base. The Parties jointly and wholly renovated John's shop during their marriage and grew the overall value of E2 Auto, giving John a significant ongoing income and valuable asset. While the Court could not award a marital property award, as set forth above, the Court does find that Tomi substantially contributed to the growth of John's career, and she did so while being the subject of economic and eventually domestic violence abuse. John has attempted to purposefully conceal the ongoing nature of that business.

For those reasons, the Court finds that Tomi is entitled to \$56,000 in reimbursement spousal support. The court determines that the parties' financial circumstances do not permit the court to fully address equitable considerations through the property distribution. *See* 19-A M.R.S. § 951-A 2(C). The Court bases this award on several factors. Tomi is owed \$6,000 in dental costs. The Court accepts, if not finds conservative, Tomi's estimate of the increased value of her work toward John's ongoing business, and awards half of that estimated value to Tomi (\$25,000). Although not proven for purposes of a marital property award, clearly, the Parties did a large amount of work on John's home during the marriage (connecting it to Town sewer and water, landscaping, renovating an apartment, exterior landscaping and other major overhauls) all while Tomi worked without any income from E2 Auto for six years. Moreover, John hid assets and cash from Tomi that the Court will never be able to value because of John's dishonesty during this litigation. An additional \$25,000 to represent all those factors is more than reasonable and just.

John shall pay \$56,000 to her over the course of five years at a rate of \$215.38 per week.

The Court also finds that the presumption against general spousal support in this case was overcome given the findings set forth above. It would be unjust not to award general spousal

support in this case. The Court finds that between child and reimbursement support, John will be paying Tomi support payments of \$27,111.76 per year. John will still be earning nearly \$87,000 per year more than Tomi. The court finds that John shall pay Tomi an additional \$2,000 per month or \$24,000 per year for three years from the date of this order.

MISSING PROPERTY

Tomi has claimed that the Court should find that over the course of the marriage John had \$320,000 in cash available as a marital asset before the couple separated and that she is entitled to a share of that amount⁵. The Court cannot make that finding without engaging in unreasonable speculation. The Court does find that John hid cash in the basement that he earned from his mechanic's business. The Court credits Tomi's testimony that several of E2's customers paid in cash. During the jailhouse calls, John admitted to having cash in various locations within the home. At least once he admitted to having \$5,000 in his toolbox. John testified to the Court that he did not bury cash in the basement. However, John admitted to having buried cash in the basement in the jailhouse phone calls with Ms. Belanger. This was yet another example of John being deceptive and giving non-credible testimony to the Court. Thus, the Court does find that John hid cash earned from E2 Auto.

The Court can only find that \$20,000 in cash was available to John in hidden cash. That figure is based on his report of having \$5,000 in his toolbox in a jailhouse call with Jessica Belanger, and his ability to pay for a \$15,000 car in cash in a sham transaction with Jessica Belanger during the marriage. In this case, as John went to great efforts to conceal his assets, the Court determines that Jessica's share of that missing cash is entirely awarded to Jessica. The Court cannot award any amount of missing cash beyond those figures without engaging in undue speculation.

John shall pay that amount of \$20,000 in equal payments over the next two years paying \$833.33 per month due by the first of each month.

⁵ Tomi claimed \$200,000 as her equitable payment/share of the missing cash. It is unclear to the Court how Tomi arrived at that request, as it is not half of the \$320,000 proposed finding for the missing cash.

ATTORNEYS' FEES

John is responsible for all his attorney's fees. John is responsible for paying \$58,000 for Tomi's attorney's fees. The Court finds that total amount reasonable, as it is essentially the same amount that John has spent on his fees for counsel.

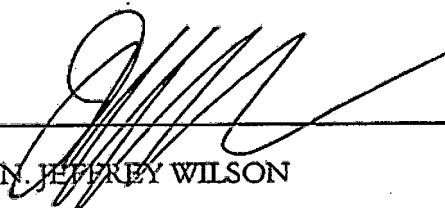
The Court rarely experiences cases in which an award of the entirety of opposing counsel's fees is just. But here, such an award is clearly warranted. John makes a significantly higher wage than Tomi. The Court need not repeat all the ways John has delayed the process, avoided disclosures, hid assets, ignored court orders, caused additional work for the Parties, caused investigations and discovery requirements like depositions, lied to the Court, and other costly litigation maneuvers.

Moreover, John is ordered to pay Tomi a sum of \$11,900 within five (5) days of this order to reimburse her for half of the attorney's fees that John paid with money from the marital estate. *See* Pl. Ex. 66.

This Order may be entered on the docket by reference pursuant to Maine Rules of Civil Procedure 79. This Order shall be docketed as Divorce Judgment.

10/21/25

DATE



HON. JEFFREY WILSON

Entered on the Docket: 10/23/25

MAINE JUDICIAL BRANCH

TOMI E. PASTORE Plaintiff
V. JOHN J. PASTORE Defendant

DISTRICT COURT
Location: PORTLAND DISTRICT COURT
Docket No. PORDC-FM-23-00259

CHILD SUPPORT ORDER

☐ Interim ☒ Final ☐ Amended ☐ Corrected

- After due notice, the Court issues this Child Support Order:
 - ☐ Without opposition or hearing;
 - ☒ After hearing with all parties present; or
 - ☐ After hearing where the following party was not present and was defaulted:
 - ☐ Plaintiff ☐ Defendant ☐ Other Party _____

This Child Support Order is made part of the

- ☒ Divorce Judgment ☐ Protection from Abuse Order
 - ☐ Parental Rights and Responsibilities Judgment ☐ Parentage Judgment
 - ☐ Case Management Order ☐ Amended Judgment
 - ☐ Interim Order ☐ Other _____
- ☒ of this date ☐ dated _____

2. Pursuant to 19-A M.R.S. § 2006, the Court has made certain findings of fact concerning the current parental support obligation as computed under the presumptive application guidelines. Those findings are contained within the child support worksheet that is attached and incorporated ☒ and include income imputed to the

☒ Plaintiff ☒ Defendant ☐ Other party _____

- JOHN J. PASTORE (Name of Obligor) is ordered to pay to
TOMI E. PASTORE (Name of Oblige)
the sum of \$306.00 per week toward the support of:

Child's Name	Date of Birth	Child's Name	Date of Birth
M.P.	2015		

4. The child support payments are to start 4/4/2023. If a child receives public assistance, the child support payments for that child shall be made to the State of Maine Department of Health & Human Services.

5. ☐ The Court finds that the child(ren) currently receive(s) dependent benefits as a result of the obligor's disability. In any month that the benefits received by the child(ren) meet or exceed the total monthly support obligation, the obligor shall receive a credit the total amount of support due. To the extent that the monthly benefits received by the child(ren) do not satisfy the obligor's monthly support obligation, the obligor shall pay the monthly support obligation minus the credits received by the child(ren). The obligor shall not be given credit toward past or future obligations for benefits, which exceed the current monthly support obligation.

- ☐ The child support obligation(s) shall remain in effect until ☐ _____
☒ further order or until expiration of any underlying Protection from Abuse Order, whichever occurs first.

7. ☒ The child support obligation(s) shall continue for each child until that child reaches the age of 18; provided, however, that if the child has not graduated, withdrawn, or been expelled from secondary school as defined in Title 20-A, the child support shall continue until the child graduates or reaches the age of 19, whichever occurs first.

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MAINE JUDICIAL BRANCH

PLEASE NOTE: A party must file a motion to modify in court to change child support unless the order shows new child support amounts in paragraphs 8 or 9 below. There is no charge for filing a motion to modify only child support.

8. ☐ Beginning _____ when _____ reaches the age of 12 years old and is no longer eligible for child care expenses, the child support obligation will be changed to _____ per _____. Beginning _____ when _____ reaches the age of 12 years old and is no longer eligible for child care expenses, the child support will be changed to _____ per _____.

9. ☐ As long as there are _____ children entitled to parental support, the obligor shall pay the sum of _____ per _____. As long as there are _____ children entitled to parental support, the obligor shall pay the sum of _____ per _____. When _____ child(ren) is/are entitled to parental support, the obligor shall pay the sum of _____ per _____.

10. ☐ The amount(s) set forth above for child support constitute(s) a deviation from the presumptive amount required by the child support guidelines. In this case the court finds that a child support order based on the guidelines would be inequitable or unjust for the following reasons (set forth reasons for the deviation) :

11. ☐ Plaintiff ☐ Defendant ☐ Either party (the party who can obtain health insurance FIRST at reasonable cost) shall obtain and maintain private health insurance for the benefit of the minor child(ren) if it is presently available at reasonable cost. If it is not presently available at reasonable cost then private health insurance for the benefit of the minor child(ren) shall immediately be obtained and maintained when it becomes available at reasonable cost. Proof of such insurance must be furnished to the other party within 15 days of receipt of a copy of this order, or if the insurance is not presently available, within 15 days of the date it becomes available. If the child(ren) is (are) recipients of public assistance, proof of such insurance shall be provided to the Department of Health & Human Services within 15 days.

12. ☐ Any uninsured medical expenses of the child(ren), in excess of \$250 per calendar year, shall be paid in the following manner: 80% by the obligor and, 20% by the obligee. The first \$250 of annual uninsured medical expenses shall be paid by the obligee.

13. ☐ The child support obligation is based on the fact that the parents are providing substantially equal care for their child(ren). Uninsured medical expenses shall be shared as follows: _____ to be paid by the higher income parent and _____ to be paid by the lower income parent.

If the Maine Department of Health & Human Services provides support enforcement services and/or the obligor is required to pay child support to the Maine Department of Health & Human Services, the obligor shall notify the Department within 15 days of the date of this Order of the following: 1. The obligor's current address; 2. The name and address of the obligor's current employer, and 3. Whether the obligor has access to health insurance at a reasonable cost, and, if so, the health insurance policy information.

Within 15 days of any change in the obligor's current address, any change in the name or address of the obligor's current employer, or any change in the health insurance policy information, the obligor shall notify the Department of the change. Failure to report a change of address or employer to the Department within 15 days of such change is a civil violation for which a forfeiture not to exceed \$200 may be adjudged for each violation.

Any party to this action may file with the court a Motion to Modify asking the court to review the amount of child support and if appropriate, to modify it in accordance with the state's child support guidelines. If it has been less than 3 years since the child support order was issued or modified, the party must prove a substantial change in circumstances.

MAINE JUDICIAL BRANCH

14. This Order is (☐ not) subject to Immediate Income Withholding as of this date (See Notice below)(If not, see 15 below).

Notice to Parties Regarding Immediate Income Withholding. Immediate income withholding can only be implemented by serving an attested copy of the support order, along with the notice required under § 2655, upon the obligor's payor of income. Notwithstanding this subsection, the department may implement immediate income withholding by serving the notice required under § 2655 upon the obligor's payor of income without providing an attested copy of the support order. Any party can obtain the payor notice required under § 2655 by contacting the Department of Support Enforcement & Recovery at 207-624-4100 or <https://www.maine.gov/dhhs/ofi/programs-services/child-support-services>. The notice for income withholding may be used to collect arrearages in addition to current support. The amount of withholding may not exceed the limitations imposed by Title 15 United States Code, Section 1673(b); and the payor of income shall withhold and send to the department a fee of \$2 per week in addition to the amount withheld for child support.

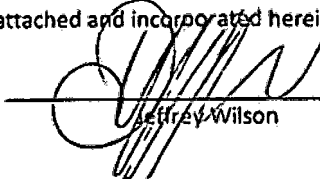
15. ☐ Other:

To the extent any previous Orders are in conflict with this Order, this Order has controlling authority.

This Order is incorporated into the docket by reference at the specific direction of the court.

☐ "Immediate Income Withholding Order" is attached and incorporated herein.

Date: 10/21/2025


Jeffrey Wilson

Judge

A True Copy, Attest _____

PLEASE NOTE: Any party who wishes to appeal a Magistrate's final order shall file an objection to the final order in the District Court within 21 days of the entry of that order. The Court Clerk's office has a form available for this purpose. If no objection is filed, the parties are deemed to have waived their right to object and to appeal, and the Magistrate's final order shall become the Judgment of the Court and have the same effect as any final Judgment signed by a District Court Judge. No appeal may be taken from a Judgment entered without objection to the final order of a Magistrate. An appeal from a Judgment entered after objection shall be taken in accordance with the Maine Rules of Appellate Procedure. Any party who wishes to appeal a final order of a Judge or Justice shall file a Notice of Appeal within 21 days.

☐ FVI

Entered on the Docket: 10/23/2025

ADA Notice: The Maine Judicial Branch complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation contact the Court Access Coordinator, accessibility@courts.maine.gov, or a court clerk.
Language Services: For language assistance and interpreters, contact a court clerk or interpreters@courts.maine.gov.

MAINE JUDICIAL BRANCH

TOMI E. PASTORE Plaintiff DISTRICT COURT
 V. JOHN J. PASTORE Defendant Location: PORTLAND DISTRICT COURT
 Docket No. PORDC-FM-23-00259

CHILD SUPPORT WORKSHEET

☐ Supplemental Worksheet Attached

M.R. Civ. P. 108(B)

19-A M.R.S. §§ 2001-2012

1. a. Primary care provider (parent children live with most of time): ☒ Plaintiff ☐ Defendant ☐ Both
 If parents provide substantially equal care, higher income parent should be shown as the non-primary care provider.
 b. Parent providing health insurance for the children: ☐ Plaintiff ☐ Defendant ☒ Neither
 c. Parent providing weekly child care expenses for the children: ☐ Plaintiff ☐ Defendant ☒ Neither
 d. Parent providing extraordinary medical expenses for the children: ☐ Plaintiff ☐ Defendant ☒ Neither

2. Child's Name Date of Birth Child's Name Date of Birth
 M.P. 2015

Yearly Amounts	Primary Care Provider	Non-Primary Care Provider ☐ Self-support reserve ☐ Below poverty level	Combined Income
3. Gross income	\$39,000.00	\$153,071.00	
4. Minus other obligations			
a. Support paid to former spouse under a pre-existing court order	a. \$0.00	a. \$0.00	
b. Support paid for other children under a pre-existing obligation	b. \$0.00	b. \$0.00	
5. Obligor Gross Income		b. (Subtract lines 4a and 4b from line 3.) \$153,071.00	
6. Other children living with non-primary care provider.		\$0.00	
7. Adjusted Gross Income	a. (Subtract lines 4a and 4b from line 3.) \$39,000.00	b. (Subtract line 6 from line 5.) \$153,071.00	c. (Add lines 7a and 7b.) \$192,071.00
8. Share of Adjusted Income (Divide each parent's income by combined income.)	a. 20%	b. 80%	

9. Basic weekly support for all children up to 18 years (or up to 19 years if still in high school)
 Total number of children (a) 1 multiplied by amount from table (b) \$382.00 = 9c. \$382.00

10. Weekly health insurance cost for children

Name & amount per child per week

M.P.

\$ _____
 \$ _____
 \$ _____
 \$ _____
 \$ _____
 \$ _____

Total: 10. \$0.00

MAINE JUDICIAL BRANCH

11. Weekly child care expenses

Name & amount per child per week

M.P.

\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____

Total: 11. \$0.00

12. Extraordinary medical expenses

Name & amount per child per week

M.P.

\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____

Total: 12. \$0.00

13. TOTAL ☒ WEEKLY ☐ BIWEEKLY OBLIGATION (Add lines 9c, 10, 11 and 12 ; if biweekly multiply x 2) 13. \$382.00

14. PARENTAL SUPPORT OBLIGATION: ☒ WEEKLY ☐ BIWEEKLY ☐ MONTHLY

a. Primary Care Provider

Spends directly

\$ \$76.40

(Multiply line 8a by line 13)

b. Non-Primary Care Provider's support obligation

\$ 305.60

(Multiply line 8b by line 13)

Non-Primary Care Provider Adjustments

(Amounts paid directly by Non-Primary Care Provider)

Health insurance (line 10) - 0

Child care (line 11) - 0

Extraordinary Medical Expenses (line 12) - 0

Non-Primary Care Provider pays as support = \$ 306.00

Date: October 21, 2025

Prepared by:

Jeffrey Wilson

Judge

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DISTRICT COURT
Location: PORTLAND
Docket No.: PORDC-FM-23-259

V.

FINAL ORDER REGARDING PARENTAL RIGHTS & RESPONSIBILITIES AS TO M.P. AND A.P.

1. The parties are the parents of two minor children subject to this Divorce matter.
M.P. (born 2015) and A.P. (born 2009).

2. Plaintiff, Tomi Pastore ("Tomi") is the de facto parent of A.P. As such, Parental Rights and Responsibilities as to A.P. are also shared with So Pastore and outlined in the "Corrected Final Order Regarding Parentage and Parental Rights and Responsibilities Allocated to Defendant So Pastore" dated March 26, 2025 (Docket No. PORDC-FM-23-260). Parental Rights and Responsibilities as to A.P. are shared between Tomi and John Pastore ("John") subject to said Order.

3. Tomi and John (collectively the "Parents") shall have shared parental rights and responsibilities of M.P., such that all aspects of M.P.'s welfare shall remain the joint and equal responsibility and right of both Parents. "Shared parental rights and responsibilities" means that most or all aspects of a child's welfare remain the joint responsibility and right of both Parents, so that both Parents retain equal parental rights and responsibilities, and both Parents confer and make joint decisions regarding the child's welfare. Matters pertaining to a child's welfare include, but are

not limited to, education, religious upbringing, medical, dental, and mental health care, travel arrangements, childcare arrangements, and residence. Parents who share parental rights and responsibilities shall keep one another informed of any major changes affecting the child's welfare and shall consult in advance to the extent practicable on decisions related to the child's welfare.

4. Either Parent may consent to emergency health care or emergency treatment for a child without the consent of the other under circumstances where it is not possible to contact the other Parent beforehand or the other Parent is unavailable; however, every reasonable attempt shall be made to contact the other Parent beforehand and to discuss the possible courses of action to be taken concerning the child. In any case, the other Parent shall be contacted as soon as possible after the emergency has passed.
5. Each Parent shall be entitled to make day to day decisions concerning the child while the child is in his or her care. Each Parent shall be responsible for transportation and ensuring the child attends extracurricular activities during his or her own parenting time.
6. Each Parent shall keep the other informed at all times of his/her residential address, telephone number and email address and agree that if he or she has any knowledge of an illness or an accident or other circumstances seriously affecting the health and welfare of either child, each Parent will promptly notify the other Parent.
7. Neither Parent shall become intoxicated, use illegal drugs or be in the presence of anyone intoxicated or using illegal drugs during the time either child is with such Parent.
8. Primary Residence of M.P. and A.P. shall be with Tomi.
9. John shall have parenting time with the children as follows:

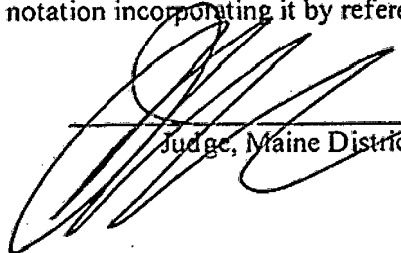
- a. Every Tuesday after school (or 12:00 noon if there is no school) until Wednesday morning at school drop off (or 12:00 noon if there is no school);
 - b. Every Thursday after school (or 12:00 noon if there is no school) until Friday morning at school drop off (or 12:00 noon if there is no school);
 - c. Every other weekend beginning at 10:00 a.m. on Saturday until Sunday at 7:00 p.m.
10. The Parents understand and agree that parenting time with A.P. will not be in strict compliance with the above schedule, given his age and other commitments. The Parents will encourage A.P. to participate in school sports, activities, socialization, and employment. The Parents understand this may interfere with each of their designated parenting time. The Parents shall in good faith respect the wishes of A.P. regarding parenting time.
11. The Parents agree to the holiday schedule as outlined in Exhibit A attached hereto and incorporated by reference which holiday and vacation schedule shall supersede the regular contact schedule unless otherwise stated in Exhibit A.

The above rights of contact shall be subject to the Conditions of Probation dated August 7, 2024 (CUMCD-CR-22-02643).
12. John will amend his 2024 tax return on or before July 1, 2025 by deleting any dependency exemption for his children on said 2024 tax return. Tomi shall compensate John for the 2024 tax year refund that he received by declaring a dependency exemption. Tomi shall claim the children as dependents for the calendar year 2025 and each calendar year thereafter.
13. Each Parent shall have access to records and information pertaining to the minor children, including, but not limited to, medical, dental, and school records and other information on school activities, whether or not the child(ren) resides with the

16. Violation of this Order as it relates to parental rights and responsibilities may result in a finding of contempt and imposition of sanctions, pursuant to 19-A M.R.S.A. §1653(7). Either parent may petition the court for a hearing on the issue of non-compliance with the Order issued under 19-A M.R.S.A. §1653(7) (A) and (B). If the Court finds that a parent has violated a part of the Order, the Court may find that parent in contempt and may do one or more of the following: (1) Require additional or more specific terms and conditions consistent with the Order; (2) Order that additional visitation be provided for a parent to take the place of visitation that was wrongfully denied; and/or (3) Order a parent found in contempt to pay a fine of at least \$100.00.

The Clerk is specifically directed pursuant to Rule 79(a) of the Maine Rules of Civil Procedure to enter this Order on the Civil Docket by notation incorporating it by reference.

DATED: May 6, 2025



Judge, Maine District Court

Entered on the Docket: 05/19/2025

EXHIBIT A

HOLIDAYS

- a) If Mother's Day falls on John's weekend, A.P. and M.P. shall be returned to Tomi at 9 a.m. on Sunday and John's weekend ends early.

- b) If Father's Day falls on Tomi's weekend, A.P. and M.P. shall go with John at 9 a.m. until 5 p.m.
- c) John shall have February school vacations in even years and Tomi in odd years. February school vacation is defined as Friday at 4:00 pm until the following Sunday at 4:00 p.m. However, the February school vacation shall follow the regular contact schedule unless either Tomi or John, as applicable, notifies the other that he/she intends to travel with the children out of state. Upon the children's return from such travel the regular visitation schedule shall resume for the balance, if any, of the school vacation.
- d) Tomi shall have April school vacation in even years and John in odd years. April school vacation is defined as Friday at 4:00 pm until the following Sunday at 4:00 pm. However, the April school vacation shall follow the regular contact schedule unless either Tomi or John, as applicable, notifies the other that he/she intends to travel with the children out of state. Upon the children's return from such travel the regular visitation schedule shall resume for the balance, if any, of the school vacation.
- e) If Easter Sunday falls on John's weekend, Tomi shall have the children on Easter Sunday beginning at 9:00 a.m.
- f) The July 4th holiday shall be celebrated with A.P. and M.P. from 9 am on July 4th to 9 am on July 6th. During even years, A.P. and M.P. shall be with John for 4th of July. During odd years, A.P. and M.P. shall be with Tomi for 4th of July.
- g) Halloween (4:00 p.m. to 8:00 p.m.) A.P. and M.P. shall be with Tomi during even years and with John during odd years.
- h) If Veterans Day falls on Tomi's day, A.P. and M.P. shall be with John on Veterans Day from 10 a.m. until 8:00 p.m.
- i) John shall have Thanksgiving in odd years and Tomi in even years. Thanksgiving is defined as Wednesday prior to Thanksgiving at 12 pm until Friday at 12 p.m.
- j) Christmas Eve shall be celebrated from 12 pm Christmas Eve until 12 pm Christmas Day with Tomi in odd years. John shall have Christmas Day at 12 pm until December 26th at 12 p.m. in odd years. In even years, Christmas Eve shall be celebrated from 12 pm Christmas Eve until 12 p.m. Christmas Day with John. Tomi shall have Christmas Day at 12 pm until December 26th at 12 p.m. in even years.
- k) New Years Eve in odd years shall be with John from 12 p.m. until 12 p.m. New Years Day. New Years Day shall be with Tomi from 12:00 p.m. until 12:00 p.m. the next day. New Years Eve in even years shall be with Tomi from 12:00 p.m. until 12:00 p.m. New Years Day. New Years Day shall be with John from 12:00 p.m. until 12:00 p.m. the next day.
- l) Contact in the summer shall continue consistent with the regular schedule unless otherwise agreed to by the parties in writing.

APPENDIX I - RELEVANT PROVISIONS

U.S. Constitution, Amendment XIV, Section 1

No State shall ... deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

42 U.S.C. § 12131(2)

The term "qualified individual with a disability" means an individual with a disability who, with or without reasonable modifications to rules, policies, or practices, the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services, meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by a public entity.

42 U.S.C. § 12132

Subject to the provisions of this subchapter, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

28 C.F.R. § 35.108(c)(1)(i) (excerpt)

Major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, writing, communicating, interacting with others, and working.

28 C.F.R. § 35.130(b)(7)(i)

A public entity shall make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the public entity can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity.

**STATE OF MAINE
SUPREME JUDICIAL COURT**

Sitting as the Law Court
Docket No. Cum-25-533

Tomi E. Pastore

v.

John J. Pastore

**APPELLANT'S THIRD SUPPLEMENT TO PRIOR FILINGS AND
NOTICE OF SUPPLEMENTAL AUTHORITIES**

1. Appellant John J. Pastore, appearing pro se, respectfully submits this third supplement to his prior filings and prior supplemental filings, and provides additional persuasive authorities relevant to the disability-access issues presented.
2. Appellant previously submitted additional materials, including the February 19, 2026 Order Enlarging Time for Brief and the April 14, 2026 DOJ Title II complaint packet. This filing adds legal authorities that bear on meaningful access, reasonable accommodation, and disability-related delay.
3. The February 19, 2026 order remains directly relevant because it expressly states that, although the reasons given would not otherwise be sufficient under the rules, appellant "has made his request as an accommodation under the Americans with Disabilities Act" and therefore received an enlargement of time.
4. That order confirms that appellant raised disability accommodation before the later filing deadlines and that the Court had already recognized the accommodation issue in this appeal before entry of the dismissal order.
5. This third supplement is submitted in good faith to complete the record and to provide additional persuasive authority concerning meaningful access to court procedures where a disability is known and delay or inadequate accommodation may prevent equal participation.
6. Appellant respectfully submits the following persuasive authorities addressing meaningful access, reasonable modification, and disability-related delay. These authorities are offered as ADA access cases, not as Maine Rule 14 reinstatement precedents.
7. In *McCray v. Wilkie*, 966 F.3d 616 (7th Cir. 2020), the Seventh Circuit noted that the plaintiff veteran's VA disability rating was "100 percent" and held that an unreasonable delay in providing an accommodation "can amount to a failure to accommodate." The court further held that the facts alleged presented a "plausible claim for relief" based on delay.

8. In *Strife v. Aldine Independent School District*, No. 24-20269, slip op. at 2, 8 (5th Cir. May 16, 2025), the Fifth Circuit described a veteran whom the VA had classified as "100% disabled from service-related PTSD and depression" and stated that the alleged delay could "intimate a lack of good faith" in evaluating the accommodation request.

9. In *Thomas v. Constellation Energy Generation, LLC*, No. 24 CV 6184, slip op. at 3, 13 (N.D. Ill. June 9, 2025), the district court noted allegations that the plaintiff veteran had a "70% disability rating" due to PTSD and denied the employer's motion to dismiss, holding that Thomas had stated an ADA discrimination claim.

10. In *Tennessee v. Lane*, 541 U.S. 509, 533-34 (2004), the Supreme Court held that Title II is valid "as it applies to the class of cases implicating the fundamental right of access to the courts," and explained that "ordinary considerations of cost and convenience alone" cannot justify denying meaningful court access.

11. In *Duvall v. County of Kitsap*, 260 F.3d 1124, 1137, 1140 (9th Cir. 2001), a case arising from state-court dissolution proceedings, the Ninth Circuit held that refusal to provide effective accommodation could have "prevented him from participating equally" and stated that a public entity must undertake a "fact-specific investigation" of the requested accommodation.

12. Additional persuasive authority supports the same principle. In *Updike v. Multnomah County*, 870 F.3d 939, 954 (9th Cir. 2017), the court stated that denial of a request "without investigation" can support deliberate-indifference liability. In *Luke v. Texas*, 66 F.4th 320, 325-26 (5th Cir. 2022), the court stated that "Lack of meaningful access is itself the harm" under Title II.

13. Together, these authorities support appellant's position that known cognitive disabilities, repeated requests for help or accommodation, and disability-related delay or confusion can raise a serious issue of meaningful access to judicial procedures even where the underlying proceeding is not yet reopened on the merits.

WHEREFORE, appellant respectfully requests that the Court:

- accept this third supplement and attached additional exhibit list for filing;
- consider the attached authorities together with appellant's prior filings and prior supplemental filings;
- stay issuance of the mandate, or if already issued, stay the effect of the mandate; and
- grant such further relief as the Court deems just and proper.

Dated: _____

Respectfully submitted,

John J. Pastore, Appellant, pro se
32 Main St., Windham, Maine 04062
207-939-8083
johnpastore04062@gmail.com

Certificate of Service

I certify that on _____ I mailed, emailed, or otherwise served a true and correct copy of this third supplement and attached materials on counsel for the opposing party and any other required recipient.

John J. Pastore

UPDATED EXHIBIT LIST

Exhibit A — DOJ Complaint Package with Cover Letter and Signature Page dated April 14, 2026

Exhibit B — Order Enlarging Time for Brief dated February 19, 2026

Exhibit C — Order Denying Motion to Enlarge Time and Dismissing Appeal dated April 3, 2026

Exhibit D — Order Denying Motion for Reconsideration dated April 10, 2026

This exhibit list is provided for convenience and to identify the attached materials that follow in the combined PDF packet.