MAINE SUPREME JUDICIAL COURT

Reporter of Decisions
Decision No. Mem 24-126
Docket No. Yor-24-19

ALLISON J. O'NEIL

v.

MEGHAN O'NEIL

Submitted on Briefs June 26, 2024
Decided November 7, 2024

Panel: STANFILL, C.J., and MEAD, HORTON, LAWRENCE, and DOUGLAS, JJ.

MEMORANDUM OF DECISION

Meghan O'Neil appeals from a judgment of the District Court (Biddeford, *D. Driscoll, J.*) granting Allison J. O'Neil's complaint for divorce.[1] Contrary to Meghan's contentions, the court did not clearly err or abuse its discretion in entering its judgment instead of signing the hearing transcript.[2] *See Webb v.*

[1] Meghan filed a motion asking the court to "clarify" some "concerns," and the court stayed consideration of her motion pending her appeal. We entered an order directing the court to act on Meghan's motion, and the court entered an order denying Meghan's motion. Meghan did not appeal from the court's order.

[2] Separately, we decline Allison's request that we dismiss Meghan's appeal. *See* M.R. App. P. 4(c) ("If an appellant . . . fails to comply with the provisions of these Rules . . . [we] *may*, on motion of any other party . . . dismiss the appeal for want of prosecution." (emphasis added)). Allison was granted the opportunity to file, and did file, a supplemental appendix, and she does not articulate on appeal any specific prejudice she faced, other than having to respond to an appeal that she deems frivolous.

We also decline to impose sanctions or award attorney fees in this case because Allison did not file a separate motion for sanctions as required by Rule 13(f) and because Meghan's appeal was not frivolous, contumacious, or instituted primarily for the purposes of delay. *See* Maine Rule of Appellate Procedure 13(f); *Aubuchon v. Blaisdell*, 2023 ME 5, ¶ 17, 288 A.3d 805 ("Sanctions are appropriate in egregious cases, namely when a party seeks relief with no reasonable likelihood of

Webb, 2005 ME 91, ¶¶ 4, 7, 9, 11, 13-14, 878 A.2d 522; *Aubuchon v. Blaisdell*, 2023 ME 5, ¶¶ 13-15, 288 A.3d 805; *see also Toffling v. Toffling*, 2008 ME 90, ¶ 9, 953 A.2d 375 ("[T]he mere fact that [the party] subsequently objected to the terms of the judgment following his express agreement to them in open court did not affect the authority of the court, in the exercise of its discretion, to enter a judgment containing the terms previously stipulated to by the parties."); *Dewhurst v. Dewhurst*, 2010 ME 99, ¶ 7 n.4, 5 A.3d 23 ("A record of an agreement does not guarantee enforcement as written."); *Page v. Page*, 671 A.2d 956, 957-58 (Me. 1996); *In re Estate of Snow*, 2014 ME 105, ¶¶ 9, 11, 22, 99 A.3d 278.[3]

The entry is:

Judgment affirmed.

Meghan O'Neil, appellant pro se

H. Ilse Teeters-Trumpy, Esq., and Caihlan B. Snyder, Esq., Taylor McCormack & Frame, Portland, for appellee Allison O'Neil

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prevailing, thereby increasing litigation costs and wasting time and resources. To support a finding of frivolousness, some degree of fault is required . . . an individual must, at the very least, be culpably careless to commit a violation." (quotation marks omitted)).

[3] We reject Meghan's remaining arguments. *See, e.g.*, *Mehlhorn v. Derby*, 2006 ME 110, ¶¶ 9, 11, 905 A.2d 290 (applying the "settled appellate rule . . . that issues adverted to in a perfunctory manner, unaccompanied by some effort at developed argumentation, are deemed waived" (quotation marks omitted)); M.R. Civ. P. 61; Alexander, *Maine Appellate Practice* § 404 at 242 (6th ed. 2022).