

S.G. MARINO CRANE SERVICE CORP.

v.

THE SAXON GROUP, INC.

Submitted on Briefs November 26, 2002
Decided December 18, 2002

Panel: SAUFLEY, C.J., and CLIFFORD, RUDMAN, DANA, ALEXANDER,
CALKINS, and LEVY, JJ.

MEMORANDUM OF DECISION

S.G. Marino appeals from the entry of a summary judgment in the Superior Court (Penobscot County, *Mead, J.*) in favor of defendant The Saxon Group on Marino's complaint alleging breach of contract, unjust enrichment, goods and services delivered, and violations of 10 M.R.S.A. §§ 1111-1120 (1997 & Supp. 2002), the Prompt Payment Act. Contrary to Marino's contentions, the court did not err in concluding that res judicata applied to bar Marino from prosecuting the complaint against Saxon because a prior mechanic's lien suit brought by Marino, naming Saxon as a party in interest, was dismissed with prejudice and not appealed from. That prior action arose out of the same aggregate of operative facts as the

current suit, and sought to recover the same debt. Moreover, Marino could have fully litigated its present claim in the prior action. *See Johnson v. Samson Constr. Corp.*, 1997 ME 220, ¶ 6, 704 A.2d 866, 868; *see also N.E. Harbor Golf Club, Inc. v. Town of Mount Desert*, 618 A.2d 225, 227 (Me. 1992); *Conn. Nat'l Bank v. Kendall*, 617 A.2d 544, 547 (Me. 1992).

The entry is:

Judgment affirmed.

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