

ROBYN LINDNER

v.

JEFFREY A. BARRY et al.

Submitted on Briefs September 27, 2012
Decided October 2, 2012

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

MEMORANDUM OF DECISION

Robyn Lindner appeals from a judgment entered in the Superior Court (Knox County, *Hjelm, J.*) dissolving an attachment on trustee process after the court concluded that, although Lindner prevailed in her claim for enforcement of a judgment against Jeffrey A. Barry, her claim against Glovill Enterprises, Inc., was barred by the doctrine of res judicata. Contrary to Lindner's contention, because Barry's assignment of payments to Glovill to satisfy preexisting debts was complete at the time of the agreement and did not serve as security, Lindner could not interfere with the assignment by filing a UCC-1 financing statement. See 11 M.R.S. §§ 1-1201(35), 9-1101, 9-1102(73) (2011); U.C.C. § 9-101 cmt. 1, *included with* 11 M.R.S.A. § 9-1101 (Supp. 2011); U.C.C. § 9-102 cmt. 3(b), *included with* 11 M.R.S.A. § 9-1102 (Supp. 2011); *cf. Mason v. Sprague*, 47 Me. 18, 24-25 (1859); *see also Dupuis v. Faulk*, 609 So. 2d 1190, 1194 (La. Ct. App. 1992); *In re Evergreen Valley Resort, Inc.*, 23 B.R. 659, 661-62 (D. Me. 1982). Thus, the court did not commit clear error or abuse its discretion in dissolving the attachment of funds that, by valid assignment, belonged to Glovill and not Barry. See *Foley v. Jacques*, 627 A.2d 1008, 1009 (Me. 1993).

The entry is:

Judgment affirmed.

On the briefs:

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Sarah I. Gilbert, Esq., Elliott & MacLean, LLP, Camden, for appellee Glovill Enterprises, Inc.