

MARTINA SULLIVAN

v.

STEPHEN JOYCE et al.

Submitted on Briefs July 1, 2014

Decided July 15, 2014

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

MEMORANDUM OF DECISION

Martina Sullivan appeals from orders entered in the Superior Court (Cumberland County, *Murphy, J.*) granting Stephen and Cinda Joyce’s motion to compel arbitration, dismissing, with prejudice, Sullivan’s breach of contract complaint, and denying Sullivan’s motions seeking reconsideration or amendment of the court’s judgment. Contrary to Sullivan’s contentions, the court did not err in (i) granting the motion to compel arbitration and to dismiss, and (ii) dismissing the action without addressing the merits of her breach of contract claim. *See* 14 M.R.S. § 5928(1) (2013); *Barrett v. McDonald Investments, Inc.*, 2005 ME 43, ¶ 17, 870 A.2d 146 (stating that the general principles of contract interpretation apply when determining the substantive arbitrability of a particular claim); *Stenzel v. Dell*, 2005 ME 37, ¶ 6, 870 A.2d 133 (setting forth the standard of review).

Furthermore, Sullivan does not advance any arguments on appeal regarding the court’s November 2013 order barring her from making any further filings in court regarding the matter and finding that Sullivan has waived her right to proceed to arbitration. As such, Sullivan has waived any arguments regarding the November 2013 order. *See Holland v. Sebunya*, 2000 ME 160, ¶ 9 n.6, 759 A.2d 205 (“The failure to mention an issue in the brief or at argument is construed as

either an abandonment or a failure to preserve that issue.”).

The entry is:

Judgment affirmed.

On the briefs:

Martina Sullivan, pro se appellant

David B. Joyce, Esq., Portland, for appellees Stephen and Cinda Joyce

Cumberland County Superior Court docket number CV-2013-163
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