Reporter of Decisions Decision No. Mem 16-33 Docket No. Cum-15-222

NEW ENGLAND RECEIVABLES, LLC

v.

MICHAEL J. FENTON SR.

Argued February 11, 2016 Decided March 3, 2016

Panel: SAUFLEY, C.J., and ALEXANDER, MEAD, GORMAN, JABAR, HJELM, and HUMPHREY, JJ.

MEMORANDUM OF DECISION

Michael J. Fenton Sr. appeals from a judgment of the District Court (Portland, *Goranites, J.*) determining that a money judgment previously entered in favor of New England Receivables, LLC, remained collectible in its entirety. Contrary to Fenton's contention, the court did not err by determining that the parties' agreement to alternative payment terms in disclosure proceedings did not preclude New England Receivables from collecting the entire amount of the underlying judgment when Fenton failed to pay according to the terms of the disclosure order entered by agreement. *See* 14 M.R.S. § 3125 (2015); *QAD Inv'rs, Inc. v. Kelly*, 2001 ME 116, ¶ 13, 776 A.2d 1244; *Spottiswoode v. Levine*, 2001 ME 54, ¶¶ 4-6, 769 A.2d 849.

The entry is:

Judgment affirmed.

On the briefs and at oral argument:

Nicole Gray, Esq., The Gray Firm, P.A., for appellant Michael J. Fenton Sr.

Nicholas H. Walsh, Esq., Nicholas H. Walsh P.A., Portland, for appellee New England Receivables, LLC

Portland District Court docket number SA-2014-1258 For Clerk Reference Only