

RICHARDSON AND ASSOCIATES

v.

PATELLI GROUP, LLC

Argued March 6, 2018  
Decided June 21, 2018

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

MEMORANDUM OF DECISION

Richardson and Associates appeals from a judgment of the District Court (Biddeford, *Moskowitz, J.*) in favor of Richardson on its claim for breach of contract and in favor of Patelli Group, LLC, on Richardson's claim for, inter alia, remedies available pursuant to the prompt payment statute, 10 M.R.S. § 1111-1120 (2017).

Contrary to Richardson's contentions, the court did not err when it denied Richardson's claim for prompt payment remedies. *See Cellar Dwellers, Inc. v. D'Alessio*, 2010 ME 32, ¶¶ 17-20, 993 A.2d 1. Because neither party moved for further findings of fact or conclusions of law, *see* M.R. Civ. P. 52(b), we assume that the trial court made all findings necessary to support its judgment that "the evidence presented at trial [did] not support a finding that [Patelli] 'wrongfully' withheld payment due to [Richardson]."<sup>1</sup> *See* 10 M.R.S.

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<sup>1</sup> We do not determine which party bears the burden of proving that the amount withheld by the owner did or did not equal the value of a good faith claim against the invoicing contractor. *See* 10 M.R.S. § 1118(1), (3) (2017).

§ 1118(1), (3); see *Amero v. Amero*, 2016 ME 150, ¶ 6, 149 A.3d 535 (explaining that where neither party moved “for further findings of fact, [] we must assume the trial court made all findings necessary to support its judgment, but only to the extent that those findings are supported by competent record evidence” (quotation marks omitted)); *Young v. Lagasse*, 2016 ME 96, ¶ 13, 143 A.3d 131. In this case, “the court, as fact-finder and sole arbiter of witness credibility, was free to selectively accept or reject portions or all of [the witnesses’] testimony.” *Amero*, 2016 ME 150, ¶ 13, 149 A.3d 535 (quotation marks omitted). In light of this level of discretion and the absence of a motion for further findings, we conclude that the court’s determination that Richardson was not entitled to prompt payment remedies was not clearly erroneous. See *id*; 10 M.R.S. §§ 1113, 1118.

The entry is:

Judgment affirmed.

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Jeffrey Bennett, Esq. (orally), and Joan Egdall, Esq, Legal-Ease, LLC, South Portland, for appellant Richardson and Associates

Tammie Snow, Esq. (orally), Law Office of Tammie L. Snow, Portland, for appellee Patelli Group, LLC