

COPELCO CAPITAL, INC.

v.

ANTHONY J. LALLIS

Submitted on Briefs May 29, 2003
Decided June 10, 2003

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

MEMORANDUM OF DECISION

Anthony Lallis appeals from an order entered in the District Court (Augusta, *Vafiades, J.*) in favor of Copelco Capital, Inc. on its application to enforce a foreign judgment pursuant to the Uniform Enforcement of Foreign Judgments Act, 14 M.R.S.A. §§ 8001-8008 (2003). Contrary to Lallis's contention, the District Court did not err when it enforced the "consent-to-jurisdiction" clause (contained in the guaranty signed by him) granting the courts in the State of New Jersey jurisdiction over him. *See Nat'l Equip. Rental, Ltd. v. Szukhent*, 375 U.S. 311, 315-16 (1964) ("[I]t is settled . . . that parties to a contract may agree in advance to

submit to the jurisdiction of a given court”). Moreover, New Jersey did not fail to afford him a meaningful opportunity to be heard as required by due process. *See Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950) (“An elementary and fundamental requirement of due process in any proceeding which is to be accorded finality is notice reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.”); *accord Peaslee v. Pedco, Inc.*, 388 A.2d 103, 106 (Me. 1978).

The entry is:

Judgment affirmed.

Plaintiff-appellee did not file a brief.

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