

LINNEA J. MARAVELL

v.

R.J. GRONDIN & SONS et al.

Submitted on Briefs January 22, 2009  
Decided March 3, 2009

Panel: CLIFFORD, ALEXANDER, LEVY, SILVER, MEAD, and  
GORMAN, JJ.

#### MEMORANDUM OF DECISION

Linnea J. Maravell appeals from a judgment entered in the Superior Court (York County, *Fritzsche, J.*) pursuant to a jury verdict finding in favor of R.J. Grondin & Sons on Maravell's complaint for negligence.<sup>1</sup> Contrary to Maravell's contentions, the court did not err by denying her motion for a new trial based on statements made by attorneys for both defendants during closing arguments and opening statements. Maravell did not object to any of the statements at trial, and none of the statements to which Maravell now objects came close to "seriously affect[ing] the fairness, integrity, or public reputation of the proceedings." *Mason v. Torrey*, 1998 ME 159, ¶ 5, 714 A.2d 790, 791-92; *see also Maravell v. R.J. Grondin & Sons*, 2007 ME 1, ¶ 8, 914 A.2d 709, 712; *Gilmore v. Cent. Me. Power Co.*, 665 A.2d 666, 670 & n.5 (Me. 1995); *State v. Hoffstadt*, 652 A.2d 93, 96-97 (Me. 1995); *State v. Langill*, 567 A.2d 440, 442 (Me. 1989). Moreover, the court did not err by entering judgment in favor of McGoldrick Brothers Blasting

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<sup>1</sup> Grondin cross-appeals, contending that the trial court erred by denying (1) Grondin's motion in limine to exclude the testimony of Maravell's blasting expert, (2) Grondin's motion in limine to partially exclude the testimony of Maravell's doctor, and (3) Grondin's motion for judgment as a matter of law. Because we affirm the judgment, we need not address these issues.

Services, Inc. on its fourth-party claim seeking a defense and indemnification from Maravell on Grondin's third-party claim against McGoldrick. So long as Grondin's third-party claim for contribution and indemnification against McGoldrick existed, Maravell was required to defend and indemnify McGoldrick pursuant to the parties' settlement agreement.<sup>2</sup> See *Emery v. Hussey Seating Co.*, 1997 ME 162, ¶ 9, 697 A.2d 1284, 1287; *Lavoie v. Celotex Corp.*, 505 A.2d 481, 483 (Me. 1986); see also 14 M.R.S. §§ 156(2), 163 (2008).

The entry is:

Judgment affirmed.

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<sup>2</sup> Maravell moved to dismiss Grondin's third-party claim prior to trial, but the court denied the motion. Maravell did not challenge the court's denial of that motion in this appeal.