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Most Recent Summaries

Class Actions, Contracts, Injury & Tort Law, Transportation

Overka v. American Airlines, Inc., No. 14-1869

In a suit brought by a class of "skycaps", airport porters who, among other things, assist passengers with curbside check-in, against an airline for alleged violations of state law arising out of the imposition at airports of a \$2.00 per-bag, curbside check-in fee, the district court's grant of defendant's motion to dismiss is affirmed where circuit precedent and the Airline Deregulation Act, 49 U.S.C. section 41713(b)(1), preempted each of the skycaps' claims.

Criminal Law & Procedure, Sentencing

US v. Torres-Colon, No. 14-1563

Conviction and sentence for unlawful possession of a firearm is affirmed where, although the court erred by improperly introducing into evidence the stipulated facts from a plea agreement and by allowing prosecutor's statements at closing, both errors were ultimately harmless.

Property Law & Real Estate

Lister v. Bank of America, N.A., No. 14-1448

In a suit brought by property owner claiming uncertainty as to which entity holds an enforceable mortgage on their home, the district court's grant of defendants' motion to dismiss for failure to state a claim is affirmed but on different grounds where her claims fails because plaintiff cannot be heard to argue that the mortgagee's claim is adverse to her own within the meaning of the quiet title statute.

Criminal Law & Procedure, Sentencing

US v. Lee, No. 14-1042

Sentence and conviction of two counts of interstate stalking with the intent to harm, or even kill, defendant's estranged wife and her boyfriend, in violation of 18 U.S.C. sections 2261A(1) and 2261(b)(5), are affirmed where: 1) the admission of evidence of his earlier domestic abuse of his wife was not in error; 2) the conduct of his trial was proper; 3) the evidence was sufficient against him; and 4) the sentence was not unreasonable in view of the facts.

Insurance Law

AJC International, Inc. v. Triple-S Propiedad, No. 13-2348

In an insurance case grounded on diversity involving a policy that provides coverage for a particular loss of perishable foodstuffs, the district court's finding of \$25,000 in coverage is affirmed where under the clear terms of the Endorsement and Spoilage Sublimit as written, \$25,000 is the most that insurer is required to pay out due to the loss.