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US v. Concepcion Montijo

November 13, 2017

Sentencing, Criminal Law & Procedure

(United States First Circuit) - Affirming the imposition of a sentence in the case of a man convicted of being a felon in possession of a firearm because the court justified an upward variance from the guideline by referencing his long criminal record, so any error in calculation was harmless, and this decision was reasonable given the pattern of serious crimes shown by the court.

M. v. Falmouth School Department

November 13, 2017

Civil Procedure, Education Law

(United States First Circuit) - Affirming the district court's denial of a motion to amend the complaint following the return of a case to district court because the appeals court's decision had ended the dispute and become the law of the case prior to the plaintiff's attempt to amend.

US v. Burhoe

November 13, 2017

Labor & Employment Law, Criminal Law & Procedure

(United States First Circuit) - Denying the petition for panel rehearing in a case where the evidence was sufficient to show that appellants willfully violated the statute involving a man's improper service as a union representative and determining that the prior failure to address the district court's refusal to investigate a juror's post-verdict message would not have altered the decision's outcome.

Allco Renewable Energy Ltd. v. Massachusetts Electric Company

November 13, 2017

Public Utilities, Civil Procedure

(United States First Circuit) - Affirming the dismissal of an action by a private energy company against the utility companies because the Public Utility Regulatory Policies Act does not provide a private right of action against utility companies and affirming the denial of a motion for additional relief against various Massachusetts Department of Public Utilities officials because the court did not abuse its discretion in doing so.

Amoah v. McKinney

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Civil Procedure, Evidence, Injury & Tort Law

(United States First Circuit) - Affirming the district court's decision to grant the defendant's motion to strike the plaintiff's statement of facts and granting summary judgment on the remaining record in a case where a tractor trailer rear-ended the plaintiff's passenger vehicle because expert opinions that were necessary to prevail hadn't been filed by the plaintiff until months after the deadline for expert disclosures had passed.

US v. Montalvo-Gerena

November 8, 2017

Sentencing, Criminal Law & Procedure

(United States First Circuit) - Summarily dismissing the appeal of a sentence that was the product of a plea agreement and squarely within the sentences contemplated in the agreement because the court upheld the waiver of appeal that was included within the plea agreement and there was no miscarriage of justice in the defendant's run-of-the-mill claims of sentencing error.

US v. Gordon

November 7, 2017

Evidence, Sentencing, Criminal Law & Procedure

(United States First Circuit) - Affirming the district court's conviction of a man who tried to hire a hitman to kill his wife who turned out to be an undercover cop and then tried to hire a second killer to kill the first who also turned out to be an undercover officer, holding that the objection to the introduction of character evidence could not be pursued because a bald objection was not specific enough to preserve it for review and there was no indication that the admission influenced the outcome of the trial, but directing the district court to merge five multiplicitous counts into a single one for resentencing.

Maine Uniform Rental, Inc. v. Nova Star

November 7, 2017

Civil Procedure, Water Law, Contracts

(United States First Circuit) - Affirming the district court's judgment limiting the in rem maritime lien claim of a Maine linen company that supplied linens for a cruise line that ended with a pile of unpaid invoices because such maritime liens can only apply to 'necessaries' and linens ceased to be necessary at the termination of the underlying agreement and inventory remaining in the linen company's warehouse was not 'delivered' in a manner as to create a maritime lien for its replacement cost.