

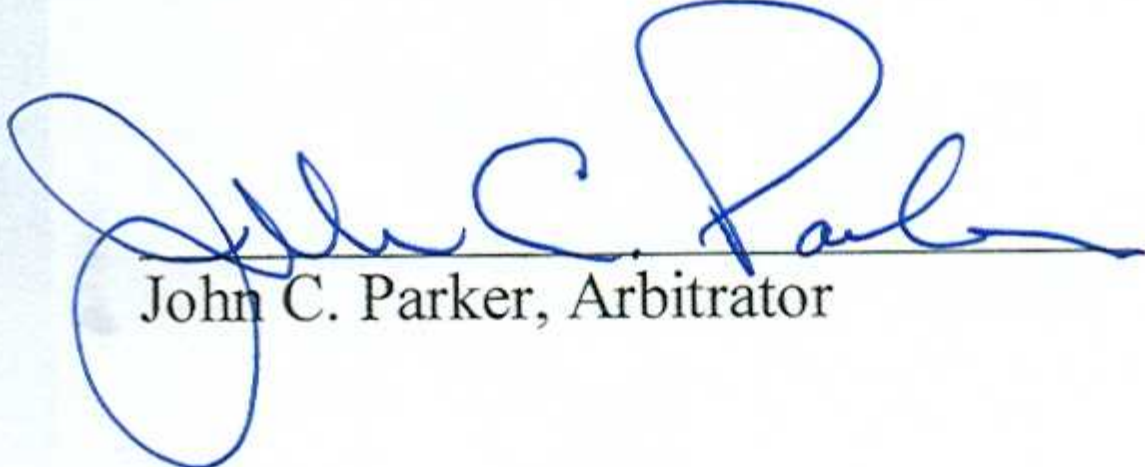
The Claimant further contended that the Tribunal should "pierce the corporate veil" of the Respondent and hold an alleged principal of Respondent, Monty White, personally liable for any amount awarded to Claimant. The claim for this relief must fail, as Claimant has failed to join Mr. White or any individual as a party Respondent, such that this Tribunal has no jurisdiction over the person of Mr. White to hold him personally liable for any amount.

The Claimant seeks an award of punitive damages against Respondent on the basis of his claim of fraud against the Respondent, but as the Tribunal has found that the Claimant did not carry his burden of proving fraud by the Respondent, the claim for punitive damages must be denied.

The Claimant seeks, and the Respondent counterclaims for, an award of expenses of litigation, including attorneys' fees, each contending that the other acted in bad faith and have been stubbornly litigious. The Tribunal finds that both parties sought to expand the litigation and related proceedings well beyond the bounds of a simple contract dispute. Claimant sought to have the reputation of the Respondent examined in the local television media, and Respondent sought to "report" the Claimant to his employer in an attempt to embarrass the Claimant, and also claimed to be making a Bar complaint against the Claimant. The Tribunal finds that neither party has "clean hands" with respect to keeping the litigation within the bounds of reasonableness, and concludes that both parties should bear their own expenses of litigation, noting that both parties expended amounts in prosecuting their claims and counterclaims well in excess of the contract amount in dispute between them. Accordingly, the claims of both the Claimant and the Respondent for expenses of litigation are denied.

Having found that the contract between the parties was valid and enforceable, the Tribunal finds that the Respondent is entitled to recover of the Claimant the balance due Respondent under the contract of \$590. Accordingly, judgment may be entered in a court of competent jurisdiction in favor of the Respondent and against the Claimant in the amount of \$590.00.

**IT IS SO ORDERED**, this 7<sup>th</sup> day of November, 2008.



John C. Parker, Arbitrator