DAVID SCOTT RODGERS : NUMBER: 534,041-B

AND TARA RODGERS

VERSUS : FIRST JUDICIAL DISTRICT COURT

CHRIS BARNETTE, RON : CADDO PARISH, LOUISIANA

GIPSON, AND RON GIPSON

CONSTRUCTION, INC.

**REASONS FOR JUDGMENT ON LIABILITY OF RON GIPSON (INDIVIDUALLY) AND QUANTUM**

On November 9, 2011, trial was held. On November 15, 2011, this Court issued Reasons for Judgment on Liability concluding that the plaintiffs had carried their burden of proof in establishing liability of Christopher Barnett and Ron Gipson Construction, Inc. The Court requested post trial briefs on quantum issues and the extent to which, if any, Mr. Gipson individually should be deemed liable or whether his corporate status shields him from liability in light of the particular circumstances of this case. On these questions, and following thorough deliberation, the Court makes the following findings:

1. Despite otherwise being a “good guy”, Ron Gipson was the actual tortfeasor, through his actions of improperly obtaining the issuance of a building permit (although in the name of his corporation, Ron Gipson Construction, Inc.), he involved himself in the shoddy and defective workmanship by Chris Barnette. He did not act through another agent of his corporation as he actually obtained the permit. Given that fact, the Court must hold him individually accountable and his corporation vicariously responsible as well.
2. The Court has previously concluded that Chris Barnette violated his contract with the plaintiffs, committed fraud and tortious conduct. The plaintiffs suffered mental anguish as a result of Barnette’s conduct; specifically, Tara Rodgers was pregnant during a substantial portion of this event and sustained considerable stress and anguish over the entire Barnette house debacle. David Scott Rodgers was engaged in a difficult curriculum in school and he had significant health problems, all of which were exacerbated by the blatant contract violation and tortious conduct committed by Mr. Barnette. The Court believes that mental anguish damages have been proven and each plaintiff is therefore awarded the amount of $5,000.00 as damages against Chris Barnette.
3. The draws to Barnette amount to $66,510.00 and the cost of repair was proven to amount to $49,950.00. The lesser amount should be deemed subsumed by the larger amount; therefore, special damages are set in the amount of $49,950.00. Notwithstanding plaintiff counsel’s argument that it is inappropriate to allocate fault between negligent and intentional tortfeasors, the Court finds that Ron Gipson and Ron Gipson Construction, Inc. should be deemed responsible for 25% of $49,950.00, or $12,488.00. (The Court is inclined to believe that Barnette, Gipson and his corporation should be treated as solidarily liable, with Gipson and his corporation having a cap of $12,488.00 but will address that issue with counsel in a telephone conference).
4. Given the findings as to Barnette, the plaintiffs are entitled to attorney’s fees against Chris Barnette. The Court sets the amount at $12,000,00.

Any other issues shall be determined by stipulation or by rule. Counsel shall submit a Judgment consistent with La. D. Ct. R. 9.5.

Signed this 17th day of January, 2012 in Shreveport, Caddo Parish, Louisiana.

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SCOTT J. CRICHTON

DISTRICT JUDGE

DISTRIBUTION:

J. Todd Benson, Counsel for David Scott Rodgers and Tara Rodgers

Michael A. Marino, Counsel for Christopher Barnette

Mark W. Odom, Counsel for Ron Gipson and Ron Gipson Construction, Inc.