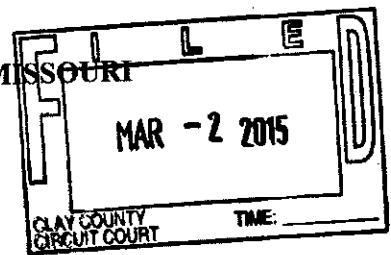


IN THE CIRCUIT COURT OF CLAY COUNTY, MISSOURI  
SMALL CLAIMS DIVISION  
AT LIBERTY



DANNY B. PETIFURD,  
PLAINTIFF,

vs.

Case No. 15CY-CV00526  
Division: 7

TAMI LYNN WRIGHT,  
DEFENDANT.

**JUDGMENT ENTRY**

On the 2nd day of March, 2015, this cause came on for hearing. Plaintiff appeared in person, pro se. Defendant appeared in person and with attorney, Larry Butcher.

Whereupon, all matters contained in the Plaintiff's Petition and the Defendant's Counterclaim were submitted to the Court for trial. All parties announced ready. After hearing all the evidence and being fully advised in the premises, the Court finds as follows:

1. On Plaintiffs' Petition for Damages the Court had opportunity to review the purported "Labor Contract" submitted by Plaintiff. After comparing Defendant's signature to the one on said contract, the Court finds the Plaintiff failed to establish by preponderance of the evidence that Defendant signed said contract and assented to the terms contained therein. The Court does find the parties had an ongoing romantic cohabitation relationship "with benefits" starting in September, 2013, after having met on an online dating site. The relationship ended in early November, 2014.
2. The Court further finds the work done to improve Defendant's house was done during the time the parties cohabited at Defendant's home. The Defendant would purchase the materials and Plaintiff and Defendant would do the various projects to Defendant's house. During this time period, Plaintiff paid no rent, utilities, or

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contributed to Defendant's household living expenses. Plaintiff also stored his household items at Defendant's home during this time period. The Court can only adduce from the evidence this was the "quid pro quo" benefit Defendant testified to.

3. As such, the Court cannot determine from the evidence what the parties intended, given the romantic nature of the relationship, and the "benefits" enjoyed by each party. Therefore, the Court must find for the Defendant on Plaintiff's Petition.
4. Based on the same reasoning, the Court finds for Plaintiff on Defendant's Counterclaim.

**IT IS WHEREFORE ORDERED, ADJUDGED AND DECREED** on Plaintiff's Petition the Court finds for Defendant.

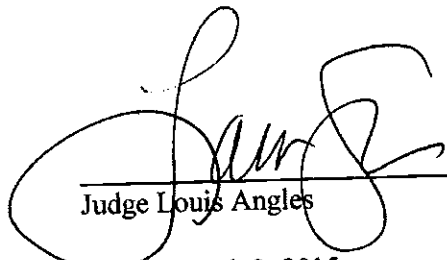
**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** on Defendant's Counterclaim the Court finds for Plaintiff.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that as a result of the set-off, neither party shall recover damages from the opposing party.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that each party shall bear his/her own attorney fees incurred herein.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that each party shall bear his/her own court costs.

**SO ORDERED:**

  
\_\_\_\_\_  
Judge Louis Angles  
Dated: March 3, 2015

ATTEST: