

ANTONIO A. RUSSO JR. et al.

v.

NEW VISION HOMES, INC., et al.

Submitted on Briefs July 18, 2006
Decided July 26, 2006

Panel: SAUFLEY, C.J., and DANA, CALKINS, ALEXANDER, LEVY, and
SILVER, JJ.

MEMORANDUM OF DECISION

Antonio A. Russo Jr. and Raelyn Russo appeal from the judgment of the Superior Court (Cumberland County, *Delahanty, J.*) confirming an arbitration decision and order that recommended dismissing with prejudice the Russos' complaint against Les Residences Pro-Fab, Inc. for breach of contract, breach of warranty, and unjust enrichment. The Russos contend that Pro-Fab is liable because New Vision Homes, Inc. operated with apparent agency, that Pro-Fab is statutorily liable as a manufacturer or as the principal of the dealer, and that the arbitrator exceeded his powers.

Contrary to the Russos' contentions, the arbitrator's legal conclusion that Pro-Fab is not liable for the actions of New Vision Homes, Inc., does not demonstrate that the arbitrator exceeded his powers or establish any other ground for vacating an arbitration award pursuant to 14 M.R.S. § 5938(1) (2005).

The entry is:

Judgment affirmed.

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