GREATER FRIENDSHIP BAPTIST : NUMBER: 518,939, “B”

CHURCH

VERSUS : FIRST JUDICIAL DISTRICT COURT

TIMOTHY R. THOMAS d/b/a

THOMAS GENERAL CONTRACTING

AND TREE SERVICE, INC. : CADDO PARISH, LOUISIANA

**REASONS FOR JUDGMENT**

 Trial was held on November 10, 2011 and the Court heard testimony from Pastor Charles R. Pipkins, Robert E. Shaw, Charles R. Shaw, Kelvin C. Shaw and Timothy R. Thomas and received into evidence seven (7) exhibits, including the contract (P1), building plans, fire marshal report (P7) and copies of various invoices and/or payments for work performed by third parties. There was a stipulation regarding the testimony of Chris Dickerson and Robert Stevenson. The record was held open for the deposition of Ronnie Sellers (taken on December 5, 2011) which has been admitted as evidence and considered by the Court. Following a thorough review of the evidence and for reasons which follow, the Court concludes that on the main demand, Greater Friendship Baptist Church, represented by Pastor Charles R. Pipkins, has proven its case as to Timothy R. Thomas, doing business as Thomas General Contracting and Tree Service, Inc., and plaintiff is entitled to judgment in the amount set forth in the petition (as modified in its post-trial brief), $22,500.00, against the defendant. On the reconventional demand, the Court renders judgment in favor of defendant in reconvention, Greater Friendship Baptist Church and against Timothy R. Thomas.

 The written contract between Timothy R. Thomas, d/b/a Thomas General Contracting, is evidenced by P1. The scope and duration of the work and the price of $500,000.00 was agreed upon, and the amount was paid. The Court rejects the testimony of Mr. Thomas that plaintiff counsel’s copy of the contract had “missing” words or that Pastor Pipkins or Attorney Piper altered the agreement. As Robert E. Shaw explained, “as time went on we developed trouble” with Mr. Thomas declining to perform certain aspects of the project. Towards the latter part of the construction project the relationship between the church and Mr. Thomas deteriorated (see testimony that Mr. Thomas “showed up on a Wednesday night hollering and scared church members” – See Exh. P6). The Court believes Mr. Thomas effectively abandoned the job. In observing the demeanor of Pastor Pipkins and the witnesses called by the plaintiff and the demeanor of Mr. Thomas, as well as determining credibility, the Court concludes that Mr. Thomas became hostile with the pastor and some of the church members and failed to comply with the half million dollar construction contract. The Court notes that in court Mr. Thomas displayed palpable anger towards Pastor Pipkins and more particularly towards counsel, Robert Piper. Mr. Thomas’ attitude and demeanor exhibited in a court of law is consistent with the attitude displayed towards church members and the construction job. The Court particularly finds compelling the testimony of Ronnie Sellers, a completely impartial witness, regarding the lack of a proper two-hour fire-rated wall and the substantial deviation from the plan, as reflected by the following testimony:

 Q. With respect to the two-hour fire-rated wall that you went out and looked at, did you find that it met your specifications and approval?

 A. No, it did not. And it was not constructed as it – to be shown – It has to be constructed by the plan. It was – it was different than what the plans show.

 Q. It was different from the plans that are set forth in the original and the amended.

 A. That’s right.

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 P 10 L 18-25

 P 11 L 1

So it was not four layers of five-eighths fire rock that it shows on these plans.

 Q. Okay. And when you say plans we’re talking—

 A. Both set of plans are exactly alike. There are no changes to the construction whatsoever on either set of plans.

 Q. And that was unacceptable to you, right?

 A. That’s right. Or course, he had to – The contractor was specified to build it exactly like it was drawn on these plans, and he didn’t do that.

 P 11 L 19-25

 P 12 L 1-3

In accordance with the contract and in light of the credibility findings by the Court, the plaintiff is entitled to the following damages:

1. Vent Hood……………………………………………. $ 8,000.00
2. 2 hour fire rated wall ………………………………… $ 5,000.00
3. Construction of the draft stop wall ……………………. $ 2,000.00
4. Repair of drywall ……………………………………… $ 1,500.00
5. Refiling of blue prints …………………………………. $ 500.00
6. Installation of stalls ……………………………………. $ 3,500.00
7. Installation of 2 hour fire rated doors …………………. $ 2,000.00

Total: $22,500.00

 As for the reconventional demand, the Court has concluded that Pastor Pipkins is credible and therefore on the contested issues asserted in Mr. Thomas’ reconventional demand, the Court renders judgment in favor of Greater Friendship Baptist Church.

 Counsel shall submit a Judgment in accordance 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:

Robert E. Piper, Jr., Counsel for Greater Friendship Baptist Church

Terrell J. Myles, Counsel for Timothy R. Thomas, d/b/a Thomas General Contracting and Tree Service, Inc.