HALL’S HEAT AND AIR MECHANICAL : NUMBER: 556,400, SECTION “B”

CONTRACTORS, LLC

VERSUS : FIRST JUDICIAL DISTRICT COURT

DORRETT VANDERBERG : CADDO PARISH, LOUISIANA

**REASONS FOR JUDGMENT**

 Trial was held February 21 and April 2, 2013. The Court heard testimony from Eric Hall, Dorrett Vanderberg, Billy Lusby and Bobby Brannon. Numerous items were admitted into evidence, including the proposal by Hall’s Heat and Air Mechanical Contractors, LLC, the service invoice reflecting total amount quoted, the amount paid, and the percentage of work completed with an adjusted price claimed to be due (according to Hall’s Heating and Air), and correspondence between the parties. Having reviewed the pleadings, the pretrial order, the evidence and applicable law, and for reasons which follow, the Court concludes that the plaintiff has carried its burden of proof and that judgment should be rendered in favor of Hall’s Heat and Air Mechanical Contractors, LLC and against Dorrett Vanderberg in the amount of $26,913.65, plus interest and all court costs.

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

1. The assertion and argument by Ms. Vanderberg that plaintiff is not entitled to recover

for work performed due to licensure issues is not proven under the facts and

circumstances of this case. Eric Hall and B & H Mechanical Contractors, LLC were properly

licensed at the time of the work and were in satisfactory compliance with La. R.S. 37:2160, in light of Eric Hall’s testimony that he and B & H Mechanical Contractors, LLC were doing business as Hall’s Heating and Air Conditioning (which was licensed) at the time of his proposal and commencement of work. Moreover, Hall’s Heat and Air Mechanical Contractors, LLC was issued a Louisiana Contractors License on May 15, 2011, during the work project at The Novena.

2. Eric Hall and his firm encountered unforeseen circumstances beyond their control (other subcontractors delayed, physical impediments and others as described in testimony) which delayed work and the ability of the firm to complete the project as originally planned.

3. Dorrett Vanderburg, who had had a previous satisfactory professional relationship with Eric Hall (we were “practically very good friends”), prematurely and without cause terminated the contract, unilaterally determined the percentage of work completed and the amount due – all inconsistent with the contract between the parties and Louisiana obligations law.

4. In the event Ms. Vanderburg sustained any damages, she failed to mitigate these damages as required by law; in fact, the evidence suggests that she exacerbated her damages by seeking additional subcontractors for additional money to perform the work that Hall’s was in the process of completing.

5. The Court believes Bobby Brannon is an excellent contractor; however, he was not in a position to know all of the facts and circumstances of this case and his testimony is evaluated accordingly.

6. Based on all of the facts, circumstances and evidence, the Court concludes, more probably than not, and by a preponderance of the evidence, that at the point of termination, plaintiff had completed at least 60% of the work (possibly more); therefore, plaintiff is entitled to a money judgment in its favor in the amount of $26,913.65 with legal interest.

7. The calculation is as follows:

 $107,162.00 (original contract price)

$ 64,297.20 (due for 60% of work completed)

 $ 5,616.45 (plus additional work completed)

 $ 69,913.65 (total due)

 $ -43,000.00 (paid)

 **$ 26,913.65 (total due plaintiff for work completed)**

Court costs are assessed against the defendant.

Counsel shall submit a formal judgment in accordance with this ruling and in conformity with La. Dist. Ct. R. 9.5.

 Signed this 8th day of April, 2013 in Shreveport, Caddo Parish, Louisiana.

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 SCOTT J. CRICHTON

 DISTRICT JUDGE

DISTRIBUTION:

G. Adam Savoie, Counsel for Hall’s Heat and Air Mechanical Contractors, LLC

Dorrett Vanderberg

5015 Westrille Drive

Benton, LA 71006