

Kenneth C. Savage, etal

VS: 2005-10361 c/w 2010-16317 "I"

Scottsdale Insurance Company, etal

22<sup>nd</sup> Judicial District Court

Parish of St. Tammany

State of Louisiana

## Reasons for Judgment & Notice of Judgment

To: Rene Paul Frederick  
Attorney at Law  
527 E. Boston Street, Suite 200  
Covington, La. 70433

Paul A. Lea  
Attorney at Law  
724 E. Boston Street  
Covington, La. 70433

Jack E. Truitt  
Pamela Seeber Chehardy  
Attorneys at Law  
149 N. New Hampshire Street  
Covington, La. 70433

Matthew Monson  
Donald J. Latuso  
Attorneys at Law  
900 W. Causeway Approach, Suite A  
Mandeville, La. 70471

You are hereby notified that judgment was rendered in this matter in accordance with the certified copy attached hereto as part hereof.

By order of the Honorable Judges of said Court, this 30<sup>th</sup> day of June, 2015

*Malise Prieto*, CLERK OF COURT

BY: S/MARGARET M. McLAIN  
Margaret M. McLain Deputy Clerk

NOTICE OF JUDGMENT AND  
CERTIFIED COPY OF THE REASONS  
FOR JUDGMENT AND JUDGMENT MAILED  
TO ABOVE NAMED ON July 2, 2015

*Margaret M. McLain*  
A TRUE COPY  
CLERK 22nd Jud. Dist. Court  
ST. TAMMANY PARISH, LA

Issued: 7/2/15

KENNETH C. SAVAGE, ET AL

22<sup>ND</sup> JUDICIAL DISTRICT COURT

VERSUS

PARISH OF ST. TAMMANY

STATE OF LOUISIANA

SCOTTSDALE INSURANCE  
COMPANY, ET AL

NO. 2010-16317, 2005-10361  
DIVISION "I"

FILED

*July 1, 2015*

DEPUTY CLERK

*[Handwritten Signature]*

**JUDGMENT**

This matter came before the Court for a bench trial on Wednesday, May 20, 2015, and concluded on Friday, May 22, 2015. At the conclusion of the testimony the Court ordered that the matter be held open for the parties to file post-trial memoranda until Friday, June 5, 2015, after which the matter was taken under advisement. Present were:

- Renee P. Frederick and Paul Lea, Jr., for Plaintiffs, Kenneth and Sharon Savage;
- Jack E. Truitt and Pamela S. Chehardy for Defendant, Port Louis Owners Association;
- Donald J. Latuso, Jr., for Defendant, Atain Specialty Insurance Company (f/k/a Cranbrook Insurance Company).

Consistent with the written reasons issued in connection with this case;

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Defendants, Port Louis Owners Association and Atain Specialty Insurance Company, are dismissed from this case with prejudice, as Plaintiffs have failed to meet their burden of proof against the Defendants.

**IT IS FURTHER ORDERED** that all costs of these proceedings are to be paid for by Plaintiffs, Kenneth and Sharon Savage, including expert witness fees and costs of any deposition testimony introduced at trial.

This is a final and appealable Judgment.

Covington, Louisiana this 30 day of June, 2015.

*[Handwritten Signature]*

JUDGE REGINALD T. BADEAUX, III  
22<sup>nd</sup> JDC, DIVISION "I"

**A TRUE COPY**

DEPUTY CLERK 22<sup>nd</sup> Jud. Dist. Court  
ST. TAMMANY PARISH, LA

603

KENNETH C. SAVAGE, ET AL

22<sup>ND</sup> JUDICIAL DISTRICT COURT

VERSUS

PARISH OF ST. TAMMANY

STATE OF LOUISIANA

SCOTTSDALE INSURANCE  
COMPANY, ET AL

NO. 2010-16317, 2005-10361  
DIVISION "I"

FILED: 

  
DEPUTY CLERK

### REASONS FOR JUDGMENT

This matter came before the Court for a bench trial on Wednesday, May 20, 2015, and concluded on Friday, May 22, 2015. At the conclusion of the testimony the Court ordered that the matter be held open for the parties to file post-trial memoranda until Friday, June 5, 2015, after which the matter was taken under advisement. Present were:

Renee P. Frederick and Paul Lea, Jr., for Plaintiffs, Kenneth and Sharon Savage;  
Jack E. Truitt and Pamela S. Chehardy for Defendant, Port Louis Owners Association;  
Donald J. Latuso, Jr., for Defendant, Atain Specialty Insurance Company (f/k/a Cranbrook Insurance Company).

### Claims

This matter was originally filed as a Motion to Enforce Settlement Agreement on February 18, 2011, following a dispute between the parties which concerned the then ongoing reconstruction of Plaintiffs' townhome. Plaintiffs, Kenneth and Sharon Savage, have since amended their claims and request this Court order Defendants to pay damages for alleged loss of use of property, rental expenses, moving expenses, storage expenses, mortgage payments, emotional/mental anguish, inconvenience, the value of the townhome, attorneys' fees, and other costs.<sup>1</sup> Defendant, the Port Louis Owners' Association (PLOA), claims that Plaintiffs have failed to carry their burden of proof and requests the Court enter a judgment dismissing the claims of Plaintiffs. Alternatively, the PLOA asserts that Plaintiffs' damage claims are highly inflated.<sup>2</sup> Defendant, Atain Specialty Insurance Company (Atain), claims that there is no coverage for the various claims made by Plaintiffs and requests the Court order Atain dismissed from the case.

---

<sup>1</sup> In their post-trial memorandum, Plaintiffs request an award totaling more than \$1,390,593.75.

<sup>2</sup> The PLOA states that the record could only support an award of no more than \$29,875.62.

## **Factual and Procedural History**

The determination of this suit necessarily entails the facts and outcome of a prior suit, from which the claims before the Court arise. Plaintiffs' townhome was damaged by fire on or about January 29, 2004. At that time, Scottsdale Insurance Company was the insurer of Defendant, Port Louis Owners Association (PLOA). Plaintiffs initially received \$89,000.00 pursuant to the damage claim. However, because of problems having the townhome restored, Plaintiffs filed suit against the PLOA and Scottsdale. After litigation, a settlement was reached in March of 2010, which obligated Scottsdale to provide funds for the condos to be rebuilt and for PLOA to have the condos repaired and rebuilt. Pursuant to the Receipt and Release, Plaintiffs received \$102,000.00 in general damages. In the second part of the settlement, an Act of Dedication was signed in which \$195,759.00 was placed into an escrow account overseen by the PLOA and to be used specifically to restore Plaintiffs' townhome.

Following the settlement in March of 2010, there arose various issues which contributed to the delay of the reconstruction of Plaintiffs' townhome. The PLOA was responsible for the "prompt" reconstruction of the townhome and undertook the hiring of an architect and a contractor for the project. DeGeorge Construction, which is owned and operated by Krass DeGeorge, began work on the townhome in August of 2010. The project progressed slowly and the parties level the blame against each other for the untimeliness of its completion. There were also delays caused by factors outside of the control of either party such as permitting and building code issues. Plaintiffs, without notice to anyone, eventually decided to stop paying their mortgage on the townhome in January of 2011 and the property was foreclosed upon and sold at a sheriff's sale. Amy Acosta, former PLOA president, purchased the townhome at the sheriff's sale for \$157,479.72.

Plaintiffs filed a Motion to Enforce the Settlement which was granted by this Court on May 10, 2011. In its Judgment, this Court gave the PLOA 120 days to complete the construction. Plaintiffs later filed a Motion for Contempt<sup>3</sup>, which this Court granted on October 24, 2011, for failure to comply with the prior Judgment. However, between the filing and the granting of the Motion for Contempt, Plaintiffs obtained an injunction against the PLOA ordering interior construction to stop. That injunction was in effect until November 14, 2011. Plaintiffs have since

---

<sup>3</sup> The Motion for Contempt was later reversed by the First Circuit and On November 21, 2011, this Court vacated its previous order.

amended their pleadings to include a variety of damage claims as discussed above.

Meanwhile, on June 21, 2011, the PLOA and Atain Insurance argued Cross-Motions for Summary Judgment on the issue of Insurance Coverage, which were taken under advisement. On August 12, 2011, this Court issued a Judgment with Reasons that found that Atain had to provide coverage except for on certain claims that were excluded. More recently, this matter came before the Court for several Motions for Summary Judgment which were heard on May 20, 2014. At the conclusion of that hearing, the Court maintained its prior decision that coverage exists in favor of the Port Louis Home Owners' Association and against Atain Specialty Insurance Company. The Court also found that there were genuine issues of material fact which precluded Summary Judgment in favor of the Plaintiffs as to liability.

### **Plaintiffs' Position**

All of Plaintiffs claims center around their contention that the PLOA negligently failed to timely rebuild their townhome following the fire in 2004. Plaintiffs claim that the PLOA is at fault for their inconvenience, distress, expenses associated with, and eventual loss of their townhome. Plaintiffs contend that it was the PLOA's duty to timely repair the townhome as set forth in the PLOA's Act of Dedication. Plaintiffs insist that they were willing and ready to do whatever was needed to promptly have their townhome rebuilt, despite any allegations by the PLOA that Plaintiffs delayed the reconstruction. Plaintiffs refer to the townhome as their "dream home" or "forever home" as part of both of their mental distress and non-pecuniary damages claims and claims that the PLOA breached its fiduciary duty to them by failing to promptly rebuild their townhome.

Plaintiffs state that the PLOA failed and/or refused to repair the common property exterior outside of their townhome; failed to hire an architect to oversee the reconstruction; failed to obtain variances from Parish Building codes to permit the reconstruction of the by then well known out-of-code stairs, and failed to prevent water intrusion and to timely fire a mold remediation company to remediate the mold and insect infestation at the property. Plaintiffs state that the result of these failures was the reconstruction of the townhome being ruined by rain/water intrusion and mold and that the reconstruction was being performed over a molded and insect infested structure. Plaintiffs claim that the reconstruction was halted until the PLOA repaired the exterior common property and remediated the mold. Plaintiffs also state that the PLOA diverted funds from the

interior reconstruction account to complete other projects that were not within the scope of the original agreement.

Plaintiffs disagree with Atain's assertion that there is no insurance coverage for the claims before the Court. Plaintiffs explain that the breach of contract exclusion does not apply because the case sounds in tort rather than in breach of contract. Plaintiffs then explain the basis for their various claims of damage. As to the "loss of use" claim, Plaintiffs state that they were forced to pay rent for a replacement home in addition to their mortgage and that they were forced to pay additional costs to store their personal property items. Plaintiffs assert that the PLOA owed them a fiduciary duty in accordance with the bylaws and the Act of Dedication to promptly repair and replace any and all damage.

As to the "mental distress/emotional damage" claim, Plaintiffs state that they are entitled to non-pecuniary damages under Louisiana Civil Code Article 1988. Plaintiffs aver that they "are entitled to recovery of non-pecuniary damages in the instant matter by virtue of the written obligations contained in the bylaws which placed the PLOA in the fiduciary position of trustee with regard to the proper and timely reconstruction of Plaintiffs' dream home." Plaintiffs again state that it was the PLOA's duty to "promptly" reconstruct their townhome and that the PLOA knew or should have known that its failure to do so would cause a significant non-pecuniary loss to Plaintiffs by displacing them from their home.

As to their claim of "inconvenience," Plaintiffs submit that general damages for mental anguish, aggravation, distress and inconvenience are recoverable when Plaintiffs' damages sound in tort. Plaintiffs note that much discretion is left to the judge or jury as to this claim and that there is no mechanical rule for determining general damages; the facts and circumstances of each case control. Plaintiffs urge the Court to take into consideration the duration of Plaintiffs displacement, anxiety, and suffering.

As to the claim for attorneys fees, Plaintiffs argue that Louisiana Revised Statute 9:1121.104 grants litigants recovery of such fees when they are in Plaintiffs position. La. R.S. 9:1121.104 provides:

Notwithstanding the provisions of R.S. 9:1121.101 and 1122.112 to the contrary, in the event the actions or inactions by the association of unit owners to repair damage to any common element of a unit or portion of a unit which falls under the responsibility of the association, the association of unit owners may be responsible for the payment of any condominium repairs and the court costs and reasonable attorney fees of the individual unit owner incurred during the pendency of a claim when judgment is rendered in favor of the individual unit owner. Any contractual provision that attempts to limit, diminish, or prevent the recovery provided for in

this Section shall be prohibited.

Thus, according to Plaintiffs, attorneys fees and the costs of this litigation are appropriate and covered by the insurance policy.

### **PLOA's Position**

The PLOA takes the position that Plaintiffs have failed to carry their burden of proof and the PLOA believes that the record supports its contention that the Plaintiffs should be awarded nothing. In support of that position, the PLOA casts doubt on the Plaintiffs' credibility, argues that the Plaintiffs or other factors caused the delays in the reconstruction, and provides legal authority for its contention that the Plaintiffs damage claims lack merit.

As to the credibility of Plaintiffs, the PLOA begins by explaining that Plaintiffs purchased the townhome for \$150,000.00 in 2002 or 2003 and testified that they spent \$50,000.00 on improvements. The PLOA notes that Mr. Savage acknowledged that he was paid \$89,000.00 shortly after the fire in 2004 by the then insurer, Scottsdale, in order for him to restore his townhome.<sup>4</sup> The PLOA next points out that in 2010 Plaintiffs received \$102,000.00 for expenses and inconvenience and that \$195,759.00 was set aside in a trust account for Plaintiffs townhome to be rebuilt.

The PLOA claims that the value which Plaintiffs ascribe to the townhome varies depending on the circumstances and how the ascribed value would benefit the Plaintiffs most. For example, the PLOA points out that on Plaintiffs Bankruptcy Schedule in their 2006 bankruptcy filing the Plaintiffs listed the value of the home at \$150,000.00 and subject to mortgages of \$448,078.48. In contrast, the PLOA notes, Plaintiffs listed the value of the townhome at \$350,000.00 with a credit for insurance proceeds previously received of \$140,000.00 in their 2011 Income Tax Return. The PLOA contends that by overstating the value to the IRS on their Casualty Loss Schedule and understating the insurance proceeds realized, the Plaintiffs were essentially compensated by a reduction off of their income for an amount of \$210,000.00 in 2011.

The PLOA also attacks Plaintiffs' credibility as to their storage claims, other lawsuits, and bank statements. The PLOA points out that Mr. and Mrs. Savage's testimony was contradictory concerning the allegedly required storage for their furniture and whether furniture survived the fire

---

<sup>4</sup> Defendant also notes here that the original restoration funds and process was short-circuited by allegations that he and his wife embezzled the money, which resulted in litigation in United States Bankruptcy Court, and for which she was allegedly exonerated.

at all. On cross-examination, the PLOA notes, Mr. Savage admitted being sued or suing in nearly twenty other lawsuits after having testified in a prior deposition that he had not been involved in other lawsuits. The PLOA further diminished the Plaintiffs' credibility by explaining that bank statements from 2011 show that Plaintiffs deposited roughly \$189,000.00, but claimed only \$57,449.00 in their Tax Return. In 2012 Plaintiffs again deposited about \$173,000.00 but claimed only \$76,424.00 on that year's Tax Return.

As to Plaintiffs damage claims, the PLOA note that the crux of all of the claims is Plaintiffs contention that the PLOA did not timely rebuild the Plaintiffs townhome which resulted in damages. Plaintiffs point out that the settlement agreement signed by Plaintiffs did not stipulate a time frame for the reconstruction of the townhome. The PLOA takes the position that this litigation in and of itself was a contributing factor to the delays and that the Plaintiffs were the cause of the nature of the litigation. The PLOA underlines the procedural history of this suit in which Plaintiffs almost simultaneously obtained an injunction against the interior construction and sought a judgment of contempt from this Court for Defendants' alleged delay of that construction. In negating Plaintiffs claims associated with the delay, the PLOA relies on the testimony of Krass DeGeorge, as the supervisor of the townhome restoration.

Mr. DeGeorge testified that there were issues outside of his control or that of the PLOA that contributed to the delay. Examples include permitting issues such as a need for the title description by the Parish, building code issues concerning the stairway in the townhome (which predated the code and were not in conformance), and other codal issues such as the electrical breaker panel needing to be relocated. Mr. DeGeorge also stated that some of the blame for the delays were the fault of Plaintiffs. Mr. DeGeorge testified that the Plaintiffs changed the construction plans in certain instances, which resulted in changing electrical and plumbing layouts causing substantial delays. Mr. DeGeorge stated that such changes were not within the purview of the construction contract and that Plaintiffs promised to pay for the alterations out of their pockets, but they never did pay for the changes.

He also stated that Plaintiffs were uncooperative and nonresponsive to certain questions which he needed answers before he could move on to the next portion of the construction. The PLOA points out that Mr. DeGeorge appeared previously before the Court and Plaintiffs failed to appear, and the Court directed Mr. DeGeorge to make his own selections of items that should have been decided by Plaintiffs. The PLOA stresses Mr. DeGeorge's testimony that the injunction in



2011 was unnecessary and that his work could have continued. Lastly, the PLOA emphasizes Mr. DeGeorge's opinion that there were no delays which he would attribute to the PLOA. The PLOA bolsters Mr. DeGeorge's opinion by explaining that the contract between the PLOA and DeGeorge Construction contained provisions that contemplated penalties for such delays, and that no additional sums of money over the contract price were owed or paid.

Though the PLOA claims that they do not believe liability was proven or exists in this case, the PLOA addresses damages and states that the record could only support a nominal amount for actual expenses between the prior settlement and the date when Plaintiffs stopped paying their mortgage. The PLOA notes that Plaintiffs presented no expert medical testimony as to "physical and psychological" damage claims and takes the position that the law supports no non-pecuniary damage award in this situation. As to attorney's fees, the PLOA explains that the statute cited by Plaintiffs falls under the Louisiana Condominium Act and that Plaintiffs townhome and owner association is a homeowner's association subject to the Louisiana Homeowners Act. Thus, according to the PLOA, La. R.S. 9:1121.104 does not apply.

In conclusion, the PLOA's opinion as to the claims made by Plaintiffs is that they failed to produce any proof that the PLOA failed to act in as prompt a manner as possible and that these claims should be dismissed. The PLOA states that the property was "mortgaged to the hilt" and that Plaintiffs have benefitted disproportionately and in a nefarious manner. The PLOA argues that the Plaintiffs have, collectively, reaped an astronomical \$639,759.00 from this property when taking into account the various settlement amounts, tax deductions, and bankruptcy discharges. Therefore, the PLOA urges the Court to dismiss the claims or, alternatively, award no more than the actual expenditures between the prior settlement and the time at which Plaintiffs failed to make their mortgage payments.

### **Atain's Position**

Defendant, Atain Insurance, takes the position that no insurance coverage exists in favor of the PLOA in this case. Atain argues that the policy specifically excludes insurance coverage when applied to the facts in this suit. Atain claims that discovery since the last time the Court visited this issue has shown that the entirety of Plaintiffs' claims against PLOA arise out of the settlement agreements from 2010. According to Atain, the claims by Plaintiffs fall under the "Breach of Contract" exclusion and/or other various exclusions within the policy. In support of

this argument, Atain has provided the settlement agreements from the prior insurance carrier, the policy at issue, deposition and trial testimony, and an abundance of jurisprudence and statutory law applicable to these issues. Atain claims that the policy, in conjunction with the entirety of the evidence presented in this case, clearly does not provide coverage to PLOA and that the Plaintiffs failed establish their claims. Thus, according to Atain, all of the claims should be dismissed and/or Atain should not have to provide coverage to PLOA.

### **Findings of Fact and Law**

As to Atain's claim that there exists no insurance coverage for the PLOA in this case, the Court remains of the opinion that coverage does exist. Because this issue has already been considered by the Court twice and for the sake of brevity, the Court incorporates, as if copied here in extensor, its prior reasons of August of 2011 and June of 2014 for finding that insurance coverage exists. In an attempt to curtail the convoluted nature of the issues in this case, the Court will focus on the Plaintiffs' claims and whether they have met their burden of proving those claims.

As to Plaintiffs claims, the Court is of the opinion that the majority of those claims are without merit. Though there is abundant discussion concerning the value of the property, this Court's assessment is that the issues of value and equity are irrelevant to the determination of this case except for as they relate to credibility. The Court is also of the opinion that any claimed equity in the townhome, of which the Court is highly suspect, was forfeited when Plaintiffs decided to default on their mortgage payments. Furthermore, the Court views Plaintiffs claims of non-pecuniary loss as similarly invalid. La. Civil Code Art. 1998 provides as follows:

Damages for non-pecuniary loss may be recovered when the contract, because of its nature, is intended to gratify a non-pecuniary interest and, because of the circumstances surrounding the formation or the nonperformance of the contract, the obligor knew, or should have known, that his failure to perform would cause that kind of loss.

Regardless of the nature of the contract, these damages may be recovered also when the obligor intended, through his failure, to aggrieve the feelings of the obligee.

As the Court is of the opinion that the Plaintiffs claims of lost equity in the townhome are meritless, it follows that the mental anguish associated with losing the property has not been proved. Plaintiffs argue strenuously that their claims are not based on breach of contract, but that the claims sound in tort. However, the above quoted article explicitly applies to contracts. Additionally, as to Plaintiffs' claims of damages in association with rental fees, storage fees, moving fees, and the like, the Court is unconvinced that Plaintiffs have met their burden of proof. In considering the

amount received in the prior settlement and the questionable nature of Plaintiffs' financial activities, the Court views those claims as dubious.

Therefore, the only claims squarely before the Court are whether the Plaintiffs were inconvenienced by the delays in the restoration of the townhome and, if so, what those damages are worth. The Court is also tasked with determining to what extent the various parties were responsible for those delays. Because the Court contemplates this as merely a general damages claim, and because the Court agrees with Defendants that La. R.S. 9:1121.104 does not apply to this suit, attorneys' fees will not be considered. Thus, the Court will only contemplate Plaintiffs' claims of inconvenience and mental distress from the time of the settlement until Plaintiffs decided to stop paying their mortgage (March 2010 – January 2011). There is no evidence to support the claim that Plaintiffs were forced into a financial hole that precluded them from continuing mortgage payments. Taking into account the amount of money Plaintiffs received not only for the previous settlement but also from prior refinancing of this townhome, the Court is of the opinion that Plaintiffs' decision to forgo the mortgage payments was purely voluntary and well calculated.

As a general damage claim for inconvenience and associated mental distress involving the delay in the reconstruction of a townhome, a significant component of the adjudication of this suit boils down to credibility. Where the fact finder's conclusions are based on determinations regarding credibility of the witnesses, the manifest error standard demands great deference to the trier of fact[.] *Brown v. Brian Riley Bar Transport, LLC*, 986 So.2d 901, 904 (La.App. 2 Cir. 6/11/08). Additionally, where the fact finder's conclusions are based on determinations regarding the credibility of witnesses, the manifest error standard demands great deference to the trier of fact because only the trier of fact can be aware of the variations in demeanor and tone of voice that bear so heavily on the listener's understanding and belief in what is said. *Olivier v. Olivier*, 81 So.3d 22, 28-29 (La.App. 1 Cir. 11/9/11), citing *Rosell v. ESCO*, 549 So.2d 840, 844 (La.1989).

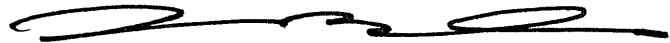
After considering the arguments made by counsel and reviewing the evidence in this case in its entirety, including all exhibits, testimony, and the direct and circumstantial factual evidence submitted, the Court finds that the Plaintiffs have failed to meet their burden of proof as to inconvenience and mental distress associated with the delay. In large part, the Court's skepticism of Plaintiffs claims rests upon their credibility, of which the Court does not have a high opinion. In particular, Plaintiffs Tax Returns, Bankruptcy Pleadings, Bank Statements, and how those documents related to the value of the townhome and Plaintiffs income, left a strong impression on

the Court. When questioned about their various financial documents Plaintiffs both replied that those documents were not prepared by them. However, the information used to prepare those documents had to have been supplied by Plaintiffs. Furthermore, some of the financial documents discussed (e.g. Tax Returns) required Plaintiffs' signatures attesting under oath to the truthfulness and accuracy of the information contained therein.

Similarly, the Court finds that it was not established by a preponderance of the evidence that the PLOA was at fault for failing to promptly have the townhome rebuilt. Though there were a few inconvenient delays associated with the reconstruction of Plaintiffs' townhome, the evidence does not support a conclusion that the PLOA is liable for purposefully or negligently contributing to the delays. The reconstruction began five months after the signing of the settlement documents of the previous litigation. Any delay was primarily due to the Board having to acquire an architect to sign off on the construction design. This in and of itself is not an unreasonable delay. Another delay was at the behest of Plaintiffs who issued a change order to the contractor, who testified that plumbing and electrical plans had to be reconfigured. Yet another delay is attributable to Plaintiffs who enjoined the PLOA and the contractor from completing the construction due to a leaking exterior wall, a condition that the contractor (DeGeorge) testified would not have affected ongoing repairs to the interior.

Consequently, and after careful consideration, the Court holds that an award of damages is not justified in this case. A Judgment in accordance with these reasons has been prepared by the Court this same date. Further, the Court certifies that this is a final and appealable Judgment.

Covington, Louisiana this 30 day of June, 2015.



JUDGE REGINALD T. BADEAUX, III  
22<sup>nd</sup> JDC, DIVISION "I"



A TRUE COPY

BY CLERK 22nd Jud. Dist. Court  
ST. TAMMANY PARISH, LA