

22nd JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. TAMMANY

STATE OF LOUISIANA

No. 2007-15959

DIV: A

PFISTER AND COMPANY, L.L.C.

VERSUS

VINCENT CANGIAMILLIA, JR

FILED: OCT. 30, 2007

DEPUTY CLERK: Kristina M. Kemp

PETITION FOR DAMAGES

The Petition of Pfister and Company, a domestic limited liability company in good standing in the State of Louisiana, respectfully represents the following:

1.

Made Defendants herein are:

Vincent Cangiamilla, Jr., and Monique Cangiamilla, individuals of full age and majority and domiciled in St. Tammany, Louisiana.

2.

The Defendants are the owners of immovable property situated at 1144 Springwater Drive, Mandeville, Louisiana 70471. The aforementioned property suffered damages as a result of Hurricane Katrina.

3.

Subsequently, Defendants hired Petitioner to renovate and repair the property.

4.

In May of 2007, Petitioner commenced to renovate and repair the property situated at 1144 Springwater Drive, Mandeville, Louisiana 70471.

5.

In consideration for the repair and renovation of the Defendants' residence, Defendant was to pay Petitioner the discounted sum of twenty-six thousand dollars and no cents (\$26,000.00) (hereafter referred to as the "Contract").

6.

Defendant paid the first installment payment of ten thousand dollars and no cents (\$10,000.00) on or about July 1, 2007, with check number 1479.

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7.

On or about July 21, 2007, Defendant paid for the second installment of ten thousand dollars and no cents (\$10,000.00), with check number 1488.

8.

On the date of the second installment payment, July 21, 2007, Petitioner was still renovating and repairing the Defendant's residence.

9.

On July 24, 2007, Petitioner deposited check number 1488 into his bank account.

10.

It is important to note that Petitioner continued to work for an additional week finishing construction and repair of the Defendants' residence after receiving the second installation payment check number 1488 .

11.

Without being notified and unbeknownst to Petitioner, Defendant placed a stop payment order on check number 1488 without justification.

12.

Petitioner has suffered the following non-exclusive damages as a result of the stop payment check (and further the lack of any notice):

1. Petitioner incurred numerous over draft and insufficient funds charges on his account due to other checks which attempted to clear through Petitioner's checking account.
2. Petitioner suffered embarrassment and damage to his reputation due to the returned checks for lack of funds in his account.

13.

Furthermore, Petitioner asserts a claim for intentional infliction of emotional distress due to the fact that Defendants' knew about the stop payment on the check, but continued to let Petitioner work on their residence for approximately one week without any notice.

14.

Despite amicable demand Defendant refused to pay the remaining (\$16,000.00) balance of the cost of the construction and repair on his residence, per the Contract.

15.

Pursuant to Louisiana Civil Code Art. 2000, due to Defendant's failure to perform on the Contract, Petitioner is entitled to legal interest from the date the last unpaid bill became due.

16.

In addition, after Petitioner finished working on the residence, Defendants wrongfully withheld Petitioner's tools at the residence and refused to release or make accommodations for their return. This tort of conversion caused numerous other damages which will be shown at trial.

17.

Petitioner is the holder in due course of the Defendants stop payment check number 1488.

18.

Pursuant to Louisiana Revised Statute 9:2782.2, Defendant is liable to Petitioner for damages of twice the amount of owing for failing to pay the obligation created by the check within 30 days after receipt of written demand for payment via certified mail, in addition to attorney's fees and court costs. (Exhibit A)

19.


Accordingly, in addition to Defendants breach of Contract damages, Defendant is liable for twenty thousand dollars and no cents (\$20,000.00) for twice the amount of the stop payment check, plus attorney's fees and court costs. *La RS 9:2782.2.*

REQUEST FOR NOTICE

Please take notice that undersigned counsel does hereby request written notice of the date of trial of the above matter, as well as notice of hearings (whether on the merits or otherwise), orders, judgments and interlocutory decrees, and any and all formal steps taken by the parties herein, the judge or any member of court, as provided in Louisiana Code of Civil Procedure, particularly 1572, 1913, and 1914.

WHEREFORE, Plaintiff, Pfister and Company, prays for citation and service upon Defendants Vincent Cangiamilla, Jr., and Monique Cangiamilla, in accordance with law, and that after due proceedings are had, there be Judgment in favor of Pfister and Company, and against Vincent Cangiamilla, Jr., and Monique Cangiamilla, for the sum of twenty-six thousand dollars and no cents (\$26,000.00) together with attorney's fees and costs of these proceedings, along with legal interest, and for all other equitable relief.

Respectfully submitted:



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PLEASE SERVE DEFENDANT AS FOLLOWS:

Vincent Cangiamilla
1144 Springwater Drive
Mandeville, Louisiana 70471