

\_\_\_\_\_  
VS  
\_\_\_\_\_  
: \_\_\_\_\_ JUDICIAL DISTRICT COURT  
: PARISH OF \_\_\_\_\_, LOUISIANA  
: DOCKET NO. \_\_\_\_\_

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**AMENDED ANSWER AND RECONVENTIONAL DEMAND**

NOW INTO COURT, through undersigned counsel, comes \_\_\_\_\_, a person of the full age of majority who respectfully represents:

1.

The allegations of Paragraph I of Plaintiff=s petition are admitted.

2.

The allegations of Paragraph II of Plaintiff=s petition are denied.

3,

The allegations of Paragraph III of Plaintiff=s petition are denied.

4.

The allegations of Paragraph IV of Plaintiff=s petition are denied.

5.

The allegations of Paragraph V of Plaintiff=s petition are denied.

6.

The allegations of Paragraph VI of Plaintiff=s petition are denied.

AND NOW ASSUMING the position of plaintiff in reconvention, \_\_\_\_\_, respectfully represents that:

7.

Made defendant herein is \_\_\_\_\_, a Louisiana limited partnership authorize to do and doing business in the State of Louisiana.

8.

On \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, requested that defendants in reconvention perform certain work to his trailer, namely, replace lights on trailer and wire up, remove and weld air tank, check and adjust brakes, grease cams and install SMV sign.

9.

At the time the work was requested by \_\_\_\_\_, it was relayed to the defendants in reconvention that the work requested must be done as quickly as possible because

\_\_\_\_\_ was under contract with \_\_\_\_\_ to haul sugarcane throughout the grinding season.

10.

\_\_\_\_\_ was informed by employees of \_\_\_\_\_ that the work requested would not take long and would be completed quickly.

11.

\_\_\_\_\_ called \_\_\_\_\_ at approximately 4:30 in the evening on \_\_\_\_\_, 20\_\_\_\_ and was told that his truck was not ready.

12.

On the morning of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ once again called \_\_\_\_\_ to find out if his trailer was ready and, once again, was told that it was not.

13.

At approximately \_\_\_\_ o'clock \_\_\_\_ .M., \_\_\_\_\_ went to \_\_\_\_\_ to find out if his trailer was ready, and found out, once again, that it was not.

14.

Additionally, defendants in reconviction informed \_\_\_\_\_ that his trailer had an air leak which would require additional replacement parts.

15.

\_\_\_\_\_, at that time, asked \_\_\_\_\_ to provide him with a price for the part, as well as, labor to repair it and was given a figure of approximately \$\_\_\_\_\_.

16.

At that time, \_\_\_\_\_ informed \_\_\_\_\_ that he would like the work originally requested performed and that his truck be put back together so that he could get his vehicle put back on road.

17.

At approximately 4:30 on the evening of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ paid \_\_\_\_\_ via check no. \_\_\_\_ in the amount of \$\_\_\_\_\_, believing that all of the work requested had been completed, and completed satisfactorily.

18.

Upon arriving home, \_\_\_\_\_ realized that instead of welding the air tank as requested, that J.B. Weld had been put on the tank in its place, and this weld did not hold.

19.

Additionally, \_\_\_\_\_ had requested that the cams be freed up and greased and this work was not done as well.

20.

Finally, the air leak that \_\_\_\_\_ told \_\_\_\_\_ would cost approximately \$\_\_\_\_\_ to repair, was found to be caused by improper connection of the valves by employees of \_\_\_\_\_, thereby, created the problem instead of fixing it.

21.

\_\_\_\_\_ attempted three (3) times to contact \_\_\_\_\_ of \_\_\_\_\_ to inquire as to the defective work that was done and was told that \_\_\_\_\_ was not available every time.

22.

\_\_\_\_\_ then requested that \_\_\_\_\_ call him back as soon as possible regarding the work on the trailer, but to no avail.

23.

\_\_\_\_\_, at that time, called his bank and stopped payment on the check until the matter could be cleared up.

24.

At this time, \_\_\_\_\_ had no choice but to have someone else repair his trailer in order to get it back on the road. (See Exhibit A.)

25.

Additionally, on \_\_\_\_\_, 20\_\_\_\_ the same trailer lights that had allegedly been fixed and repaired by \_\_\_\_\_ only two (2) months earlier once again had to be repaired and fixed correctly. (See Exhibit B.)

26.

Due to the faulty workmanship and/or not doing the work requested, \_\_\_\_\_ lost approximately three (3) days of work at a rate of \$\_\_\_\_\_ per day, all of which could have been avoided had \_\_\_\_\_ satisfactorily completed the work requested when first brought in on \_\_\_\_\_, 20\_\_\_\_\_.

27.

Plaintiff in reconvention has suffered damages and lost wages in the amount of \$\_\_\_\_\_.

WHEREFORE, Plaintiff in reconvention prays that after due proceedings had there be judgment herein in favor of Plaintiff in reconvention and against defendant in reconvention in the amount of \$\_\_\_\_\_ plus court costs and attorney=s fees.

Plaintiff in reconvention further prays that he be allowed to file this Amended Answer and Reconvensional Demand.

Plaintiff in reconvention further prays that defendant in reconvention=s suit be dismissed at its costs.

Respectfully Submitted,

\_\_\_\_\_  
\_\_\_\_\_  
Attorney for Defendant  
\_\_\_\_\_, LA \_\_\_\_  
(\_\_\_\_)\_\_\_\_\_  
La. Roll No. \_\_\_\_

**PLEASE SERVE PLAINTIFF  
through its attorney of record**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, LA \_\_\_\_

CERTIFICATE

I HEREBY CERTIFY that the above and foregoing has been forwarded by U.S. mail to \_\_\_\_\_, Attorney at Law, \_\_\_\_\_, \_\_\_\_\_, LA \_\_\_\_\_, by placing a copy of same in the mail, postage prepaid and properly addressed.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
VS  
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: \_\_\_\_\_ JUDICIAL DISTRICT COURT  
: PARISH OF \_\_\_\_\_, LOUISIANA  
: DOCKET NO. \_\_\_\_\_

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**ORDER**

Considering the foregoing:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Defendant,  
\_\_\_\_\_, be allowed to file the foregoing Amended Answer and Reconventional  
Demand.

SIGNED this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_,  
Parish, Louisiana.

\_\_\_\_\_  
DISTRICT JUDGE