

# WYNNE, GOUX & LOBELLO

## ATTORNEYS AT LAW

A LIMITED LIABILITY COMPANY

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April 3, 2012

Cable-Lock Foundation Repair, Inc.  
**ATTN: Mr. Darren Averitt**  
3101 Laplace Lane  
Laplace, LA 70068

*United States Certified Mail*  
*Return Receipt Number:.*  
*7005 0390 0006 3125 0236*

**RE: *Linda & Hilman Bertrand;***  
***1337 Westlawn Drive***  
***Slidell, LA 70458***

Dear Mr. Averitt:

This law firm represents Linda & Hilman Bertrand. In that regard, we have been retained to submit a claim for warranty repairs to the foundation of the above referenced property under the Cablelock Lifetime Foundation Warranty your company provided.

That warranty provides that "if any adjustments are required during the life of this home due to settling, our company or another designated Cablelock contractor will re-raise all areas previously underpinned without cost to the owner". Your company underpinned the foundation of the addition portion of the Bertrand's home. The foundation of the addition has and continues to settle. This settling is obvious to the naked eye. The Bertrands have called on Cablelock on several occasions over the last few years to inspect the settling. Each time a Cablelock representative has inspected the property and has represented to the Bertrands that the addition foundation is not settling.

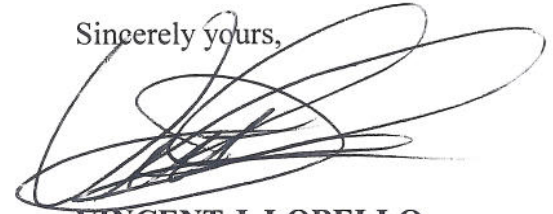
As a result of your company's inexplicable denial that the foundation it underpinned is settling, the Bertrands consulted a structural engineer to inspect the foundation. The reports of Emmett G. (Pete) Dammon, P.E. are enclosed herewith. As you can see in Mr. Dammon's findings in the initial Structural Inspection, he concluded that "the addition of the home has clearly settled". Also enclosed is Mr. Dammon's Structural Re-Inspection report. In that report, Mr. Dammon states that the foundation the Bertrand's addition will continue to settle unless it is repaired.

Accordingly, I hereby demand on behalf of Linda and Hilman Bertrand, that Cable-Lock

Foundation Repair, Inc. satisfy its contractual obligation under the Lifetime Foundation Warranty, and make the necessary repairs immediately. The Bertrand's foundation continues to settle, causing additional damage to their home. Cablelock has fourteen (14) days from its receipt of this letter to make the foundation warranty repair to the Bertrand's home. If the warranty repairs are not made by then, the Bertrands will be forced to immediately file suit against Cablelock for breach of its warranty.

With kind regards, I am

Sincerely yours,

A handwritten signature in black ink, appearing to read 'VINCENT J. LOBELLO', with several large, overlapping loops and flourishes.

**VINCENT J. LOBELLO**

VJL/cc

Enclosure

cc w/encl.:

Mr. & Mrs. Hilman Bertrand

Emmett G. (Pete) Dammon, P.E. ✓