Fifth Circuit Court of Appeal
State of Louisiana

No. 26-CA-87

LUXURY WINDOWS & DOORS LLC

versus

ALLTYPE CONSTRUCTION COMPANY, INC., LARRY S. STOKES, AND JULIE S. STOKES

ON APPEAL FROM THE TWENTY-FOURTH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, STATE OF LOUISIANA
NO. 848-620, DIVISION "C"
HONORABLE JUNE B. DARENSBURG, JUDGE PRESIDING

November 25, 2026

SUSAN M. CHEHARDY

CHIEF JUDGE

Panel composed of Judges Susan M. Chehardy,
Marc E. Johnson, and Timothy S. Marcel

AFFIRMED

SMC
MEJ
TSM

TRUE COPY



MORGAN NAQUIN
DEPUTY CLERK

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CHEHARDY, C.J.

Defendants-appellants, AllType Construction Company, Inc., Larry S. Stokes, and Julie S. Stokes (collectively, "AllType"), appeal the trial court's judgment finding the contract between AllType and plaintiff-appellee, Luxury Windows and Doors LLC, was a contract of sale rather than a construction contract; refusing to nullify the contract of sale; and awarding plaintiff damages for breach of contract. For the reasons that follow, we affirm the district court's judgment.

Facts and Procedural History

Larry and Julie Stokes hired AllType as their general contractor to perform certain home renovations, including the replacement of windows and exterior doors. AllType solicited a quote from Luxury. In a separate transaction, Luxury provided, but did not install, a bi-folding set of exterior doors at the Stokes' house in early 2023. Luxury subsequently submitted a proposal to supply and install new windows for all exterior openings at the Stokes' home. The initial proposal totaled $72,606.49, which included a $10,000 installation charge.

AllType placed the order with Luxury and submitted a check for $40,000, which served as both the deposit in the amount of $27,518.95 for the windows, and payment for the bi-fold door. Luxury measured the window openings and ordered the windows from Windsor Windows and Doors in May of 2023.

When the windows arrived at Luxury's warehouse in August of 2023, Luxury learned that it would not be performing the installation. Luxury told AllType it would deliver the windows to the job site as long as AllType provided a cashier's check for the remaining balance due, $36,275.59. Luxury delivered the windows, but it did not receive the remaining balance. When Luxury tried to take the windows back, Mr. Chad Melancon, the owner of AllType, contacted the police and threatened to charge Mr. Kent Guillot, Luxury's owner, with trespassing.

AllType contends it immediately noted damage, such as scratches, to some of the windows. AllType also claimed that some windows, screens, and window cranks were missing, that other windows were the wrong size, and that it would not pay the remaining balance due.

Luxury filed a lien on the Stokes' home and instituted this lawsuit on an open account pursuant to La. R.S. 9:2781. Luxury sought to enforce its lien and privilege under the Private Works Act, La. R.S. 9:4802, and requested damages in the amount of the unpaid balance on AllType's account, $36,275.59, plus interest, costs, and attorney's fees. AllType filed a reconventional demand, asserting breach of contract and negligence.

AllType defended Luxury's lawsuit by arguing that Luxury was acting as a home-improvement contractor as defined in La. R.S. 37:2150.1; that the contract between it and Luxury is a construction contract; and that the construction contract is null and void under La. C.C. art. 2030, because Luxury does not hold a contractor's license.[1] On the other hand, Luxury states that the agreement is a sales contract for goods. Although Luxury originally offered to provide *and* install the windows, AllType ultimately rejected Luxury's offer of installation. Luxury therefore deducted the $10,000 charge for installation from the initial quote and created a new quote for $63,794.54, which included tax and shipping. Luxury avers that the district court did not err in finding that AllType owes the remaining balance for the windows.

In response, AllType claims it incurred additional expenses due to (i) delayed delivery, (ii) accommodation and/or repair of windows that were the wrong size, and (iii) missing windows. AllType continued to withhold payment due to these alleged deficiencies.

[1] La. C.C. art. 2030 states: "A contract is absolutely null when it violates a rule of public order, as when the object of a contract is illicit or immoral. A contract that is absolutely null may not be confirmed."

At the bench trial, the district court heard testimony from Mr. Kent Guillot, the CEO and President of Luxury. Mr. Guillot testified that he was asked by Chad Melancon of AllType to measure for the windows at the Stokes' house in March or April of 2023. The first quote he provided AllType was for $72,606.49, which included a $10,000 charge for labor—to tear out the old windows and install the new ones. Mr. Melancon did not place the order at that time, telling Mr. Guillot that AllType was also obtaining quotes from other manufacturers.

Mr. Guillot stated that AllType did not place a deposit for the windows until May of 2023. AllType gave Mr. Guillot a check for $40,000, which was for both a deposit in the amount of $27,518.95 for the windows, and the remaining balance owed for a bi-fold door purchased from Luxury. The manufacturer, Windsor Windows and Doors, received the order from Mr. Guillot on May 4, 2023 and shipped the order to Luxury's warehouse on August 19, 2023.[2] When Luxury received the windows, Mr. Guillot told Mr. Melancon that he would deliver the windows when Mr. Melancon had a cashier's check for the remaining balance.

According to Mr. Guillot, Mr. Melancon said to drop the windows off at the job site, that he (Mr. Melancon) would take care of the installation, and that he would not pay the balance due until the windows had been installed. Mr. Guillot removed the $10,000 charge for labor and created a new quote, stating that he would not install the windows if Mr. Melancon did not want him to do so.

The homeowner, Mrs. Stokes, called Mr. Guillot and said that she would have a check available when the windows were delivered. As such, Luxury's driver

[2] Mr. Hansford Fairchild, a representative for the manufacturer, Windsor Windows and Doors, testified at trial that the windows were ordered on May 4, 2023, and shipped from Des Moines, Iowa on August 19, 2023. Mr. Fairchild attributed the three-month delay to supply-chain issues related to COVID-19. He stated that neither Mr. Guillot nor Luxury had anything to do with the delay. He also testified that every window listed on the quote and the packing slip were at the house when he inspected after the lawsuit was instigated. Mr. Fairchild further testified that Mr. Melancon of AllType had contacted Windsor directly, attempting to have Windsor ship the windows directly to the Stokes' house rather than to Luxury's warehouse.

delivered them, but upon delivery, Mr. Melancon said the windows were damaged and that he would not pay for them. Mr. Guillot immediately drove to the job site, intending to inspect the windows after delivery, but Mr. Melancon called the police and would not permit Mr. Guillot to enter the property to count the windows to determine which were allegedly missing; to see any windows that were allegedly damaged; or to look at the sizes of the windows. Mr. Guillot was never permitted on site to personally inspect the windows. On October 3, 2023, two months after the delivery date, AllType allowed Mr. Fairchild, who is the manufacturer's representative, and Mr. Guillot's attorney on site to inspect the windows. Mr. Fairchild indicated that he inspected the windows and associated materials in the Stokes' home, finding that the items listed on the August 19, 2023 packing slip were delivered to the home and that the packing slip matched the sales order.

Mr. Guillot explained that AllType never paid Luxury the balance owed on the windows, $36,275.59. Mr. Guillot sent AllType and the Stokes an invoice for this amount several times. Eventually a demand letter was sent and a lien against the Stokes' property was recorded pursuant to the Private Works Act. Mr. Guillot reiterated that every window that AllType ordered was delivered to the job site.

Mr. Melancon subsequently testified at trial that Mr. Guillot got "irate" on the day the windows were delivered, and that he would not let Mr. Guillot on the job site. Mr. Melancon/AllType hired a third-party contractor to install the windows, at which time he claims he discovered that the windows were measured incorrectly, because they weren't fitting the openings they were intended to fit. Mr. Melancon indicated that he incurred additional costs for the additional accommodation necessary to install the windows that Luxury delivered.

At the conclusion of trial, the district court found that the parties entered into an oral contract of sale of the windows and associated materials, not a construction contract. The district court also found that delayed delivery of the windows was an

insufficient justification to withhold payment. The court awarded damages to Luxury for $36,275.59, plus legal interest from the date of judicial demand, attorney's fees, and costs. The court further found that Luxury was entitled to a materialman's lien and denied AllType's reconventional demand with prejudice. AllType now appeals the district court's judgment.

Discussion

AllType claims the district court misapplied the law when it concluded that the contract between AllType and Luxury was a sales contract rather than a construction contract. AllType contends this Court should conduct *de novo* review of the trial court's ruling on this issue, as well as whether the contract should be declared null and void because Luxury does not hold a contractor's license, and whether damages should have been awarded for breach of contract.

On the other hand, Luxury argues the primary issue is whether the trial court's determination that the contract is one of sale, based on the evidence in the record, is manifestly erroneous or clearly wrong. Luxury argues the district court did not err in designating the contract as one of sale, and awarding damages, interest, atttorney's fees, and costs in Luxury's favor.

The interpretation of the language of a contract is a question of law subject to the *de novo* standard of review, while factual determinations are subject to the manifest-error standard. *Trinity Building Solutions, LLC v. Lamar Contractors, LLC*, 25-411 (La. App. 5 Cir. 5/5/26), 437 So.3d 1050, 1057. We review the trial court's findings of fact under the manifest-error standard. *Strattman v. Matrana's Produce, Inc.*, 24-447 (La. App. 5 Cir. 3/12/25), 413 So.3d 1142, 1146. To reverse the fact-finder's factual determinations under the manifest error standard, the appellate court must find that no reasonable basis for the determination exists in the record and that the fact-finder's determination is clearly wrong. *Id*. If a legal error interdicts the fact-finding process, the manifest error standard no longer

applies, and the appellate court should make its own *de novo* review of the record. *Trinity Building Solutions*, 437 So.3d at 1057. Mixed questions of fact and law are also subject to the manifest error standard of review. *Id.*

AllType assigns eight errors on appeal. The first six assignments of error turn on AllType's contention that under *Acadiana Health Club, Inc. v. Hebert*, 469 So.2d 1186, 1189 (La. App. 3d Cir. 1985), the contract between the parties is for construction, because Luxury offered not only to supply the windows, but also to install them.

On the other hand, Luxury states that the three-factor test found in *Acadiana Health Club* need not apply here, given the trial court's determination that AllType rejected the offer to install the windows but accepted the contract of sale. Luxury argues that the contract is not ambiguous, and that the three-part test in *Acadiana Health Club* need not be applied here.

In *Acadiana Health Club*, the Third Circuit considered the following three factors in determining whether a contract was a contract of sale or a contract to build: (1) in a contract to build, the purchaser has some control over the specifications of the object; (2) in a contract to build, the negotiations take place before the object is constructed; and (3) a contract to build contemplates not only that the builder will furnish the materials, but that he will also furnish his skill and labor in order to build the desired object. *See Vicari v. Window World, Inc.*, 14-870 (La. App. 5 Cir. 5/28/15), 171 So.3d 425, 432-33, *writ denied*, 15-1269 (La. 9/25/15), 178 So.3d 570.

Simply stated, Luxury sold windows to AllType and subsequently delivered those windows. Under the third prong of the *Acadiana Health Club* test, Luxury furnished no "skill and labor" for installing the windows. Even so, our jurisprudence recognizes that a seller of goods may offer installation services without transforming the nature of the contract into one of construction, by

applying the "value test." *Vicari*, 171 So.3d 425, 433. "Under the 'value test' the court determines whether the labor expended in constructing the item, or the materials incorporated therein, constitute the 'principal value of the contract.'" *Id.*, *quoting Alonzo v. Chifici*, 526 So.2d 237, 241 (La. App. 5th Cir. 1988).

Testimony at trial established that although the oral agreement between AllType and Luxury initially contemplated both supplying and installing windows for the Stokes' home, AllType modified the agreement when it assumed responsibility for the installation. Luxury thus modified the initial quote of approximately $72,000 to remove the $10,000 installation charge. The final agreement was for delivery of the windows and their associated items only; it did not include any charges for installation. Thus, the principal value of the contract was not for labor, but for goods.

In addition, testimony from Mr. Guillot and Mr. Fairchild, the manufacturer's representative, indicated that the itemized invoice exactly matched the packing slip, which matched the initial quote. In other words, every window charged to AllType was delivered to AllType. Furthermore, allegations of damaged windows in some cases turned out to be caulk, which was able to be wiped off. Mr. Fairchild explained that there might have been small dents in two windows, but that the damage was "minor and superficial." AllType installed every window that Luxury delivered, and those windows remain in the Stokes' house.[3]

AllType cannot take possession of the windows it ordered, have its own subcontractor install those windows, and then bootstrap its agreement with Luxury into a "construction" contract only to declare that the construction contract is null and void because Luxury does not hold a contractor's license. We find no merit in AllType's first assignment of error. And because we reject AllType's first

[3] The record indicates that one window was not ordered, and that AllType subsequently ordered and paid for that window, but all of the windows that Luxury ordered for AllType were delivered to AllType.

assignment of error, we need not address assignments of error two through six, which similarly arise out of AllType's meritless contention that the contract is null and void because it is a construction contract with an unlicensed contractor.

In assignment of error seven, AllType contends the district court should not have awarded damages to Luxury because a party who breaches a contract should not be awarded damages under *Stuart Servs., L.L.C. v. Nash Heating & Air Cond., Inc.*, 23-15 (La. 3/14/23), 357 So.3d 337, 338. In *Stuart*, the Louisiana Supreme Court reversed this Court's judgment awarding attorney's fees and costs to a defendant, stating: "[o]ur jurisprudence has consistently held that where one party substantially breaches a contract, the other party to the contract has a defense and an excuse for nonperformance. La. C.C. art. 2013 ('When the obligor fails to perform, the obligee has a right to the judicial dissolution of the contract or, according to the circumstances, to regard the contract as dissolved.')." 357 So.3d at 338 (additional citations omitted). The Supreme Court continued: "Given Mr. Camet breached an essential component of his employment agreement, Stuart was entitled to raise non-performance as an affirmative defense to Mr. Camet's request for attorney fees under the contract." *Id.*

Unlike the plaintiff's breach of his employment agreement in *Stuart*, there has been no finding that Luxury breached its contract with AllType. AllType ordered windows from Luxury; Luxury delivered the windows. AllType did not satisfy the debt owed to Luxury for delivery of the windows. The district court awarded the amount sought, plus interest, costs, and attorney's fees. We find *Stuart* inapplicable here.

In assignment of error eight, AllType contends the district court erred in refusing to award it damages to cure alleged deficiencies in the windows. We find no error in the district court's decision to dismiss AllType's reconventional demand against Luxury for damages. Trial testimony from Mr. Guillot and Mr. Fairchild

established that it is customary in the window business for additional costs to be incurred when replacing old windows with new windows, as repairs to stucco, brick, sheetrock, or molding, plus additional painting, may be necessary. AllType is not permitted to reject Luxury's installation offer but then collect damages from Luxury for additional costs that AllType incurred when its third-party subcontractor installs the windows.

DECREE

AllType took possession of the windows that Luxury provided, installed them in the Stokes' home, and failed to pay the remaining balance due. Finding no error in the judgment awarding Luxury the balance due, $36,275.59, plus interest, attorney's fees, and costs, we affirm the district court's judgment.

AFFIRMED

SUSAN M. CHEHARDY
CHIEF JUDGE

FREDERICKA H. WICKER
JUDE G. GRAVOIS
MARC E. JOHNSON
STEPHEN J. WINDHORST
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NOTICE OF JUDGMENT AND CERTIFICATE OF DELIVERY

I CERTIFY THAT A COPY OF THE OPINION IN THE BELOW-NUMBERED MATTER HAS BEEN DELIVERED IN ACCORDANCE WITH **UNIFORM RULES - COURT OF APPEAL, RULE 2-16.4 AND 2-16.5** THIS DAY **NOVEMBER 25, 2026** TO THE TRIAL JUDGE, CLERK OF COURT, COUNSEL OF RECORD AND ALL PARTIES NOT REPRESENTED BY COUNSEL, AS LISTED BELOW:

Curtis B. Pursell

CURTIS B. PURSELL
CLERK OF COURT

26-CA-87

E-NOTIFIED
24TH JUDICIAL DISTRICT COURT (CLERK)
HONORABLE JUNE B. DARENSBURG (DISTRICT JUDGE)
A. SCOTT TILLERY (APPELLEE)
MATT J. TILLERY (APPELLEE)
CHRISTOPHER K. LEMIEUX (APPELLANT)
COREY S. LLOYD (APPELLANT)

MAILED