Judgment rendered November 18, 2026.
Application for rehearing may be filed
within the delay allowed by Art. 2166,
La. C.C.P.

No. 57,103-CA

COURT OF APPEAL
SECOND CIRCUIT
STATE OF LOUISIANA

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JOHNSON ADVANCED CLEANING, LLC — Plaintiff-Appellant

versus

INK'S OF CONCORDIA STREET, INC. — Defendant-Appellee

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Appealed from the
Fourth Judicial District Court for the
Parish of Ouachita, Louisiana
Trial Court No. 2022-3951

Honorable Frederick D. Jones, Judge

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BARRY W. DOWD, APLC
By: Barry W. Dowd — Counsel for Appellant

BREITHAUPT, DUBOS & WOLLESON, LLC
By: P. Scott Wolleson — Counsel for Appellee

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Before PITMAN, THOMPSON, and ROBINSON, JJ.

PITMAN, C.J., concurs in the result.

THOMPSON, J.

The owner of two older-model trucks filed suit for breach of contract and fraud against the repair shop he had paid to perform repairs. The owner argued that the shop did not properly repair his vehicles and he wanted his money back. After a trial on the issues, the trial court concluded that the owner had not proved his claims by a preponderance of the evidence and dismissed the claims. The owner of the trucks now appeals. For the reasons set forth herein, we affirm the judgment of the trial court.

FACTS AND PROCEDURAL HISTORY

Johnson Advanced Cleaning LLC ("Johnson Advanced Cleaning"), filed suit[1] against Ink's of Concordia Street, Inc. ("Ink's") for breach of contract and fraud related to two vehicles that it contends it contracted with Ink's to repair. Johnson Advanced Cleaning asserted that those repairs were improperly done. At trial, Paul Johnson ("Johnson"), the owner of Johnson Advanced Cleaning, testified that his company owned a 2000 Dodge pickup (the "Dodge") and a 2010 Chevrolet pickup (the "Chevy") that he dropped off at different times at Ink's for repairs. He dropped off the Dodge in December of 2021 because it was running hot. He agreed to pay $7,000 for the repair after speaking to Reagan Cobb ("Cobb") about the Dodge needing a long motor block, to rebuild the transmission, and install a new AC compressor kit.

Johnson testified that he asked Cobb for a *new* transmission and *new* motor for the 2020 Dodge, but that Ink's only had the transmission rebuilt, rather than replacing it, and that a remanufactured engine was installed.

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[1] November 22, 2022

Johnson testified that the Dodge broke down the first day he got it back from Ink's. Cobb asked him to bring the Dodge back and repaired it again, but Johnson testified that the transmission never worked properly. He testified it was later that he realized the transmission had been rebuilt at a local transmission repair shop and not replaced.

During the same period he was experiencing the problems with the Dodge as detailed above, Johnson also dropped off the Chevy[2] at Ink's for repairs as well. He testified he paid $5,100 to have the engine fixed in the Chevy.[3] He testified that he did not know that Ink's did not put a new motor in the Chevy. He believed as soon as he got the Chevy back, it was not driving correctly, so he immediately returned to Ink's. Upon his return, Johnson learned that the motor had been rebuilt rather than replaced. Ink's then replaced the oil pump in the Chevy after Johnson returned it, but Johnson refused to pay $3,035 for the new pump. Johnson testified that Ink's released the Chevy to him and waived the additional fee. Johnson was never satisfied with the way the Chevy drove and eventually took it to Courtesy Chevrolet to have them examine it. Johnson testified that he later sold the Chevy for $2,000 in 2023. On cross-examination, Johnson admitted that he never had anyone else examine the Dodge to confirm that the work done by Ink's was the cause of it not running.

Clinton Taylor ("Taylor") testified that he works for Courtesy Chevrolet in Ruston, Louisiana and is the lead service advisor. After examining the Chevy, he prepared an estimate of $9,426.56 to rebuild the

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[2] January of 2022

[3] Testimony later established Ink's repaired the camshaft/lifters, head gasket, and bolts.

engine "because naturally you can't get a new engine for that vehicle." Taylor testified that Johnson never informed him that Ink's had done work on the Chevy or that he believed the work was subpar. He testified that he could not connect the fact that the Chevy needed repairs to any work done at Ink's. He testified that he does not agree to work on vehicles as old as the Chevy because there can be so many problems unrelated to each other and the customers often blame the last person to perform work on the vehicle.

Flemon Ford ("Ford"), Johnson's uncle, testified that he was with Johnson when they had to return a few days after they picked up the Chevy from Ink's because it was not running correctly. He confirmed that he was present when Johnson had problems with both trucks and that Johnson asked for a new motor to be put in the Chevy. Johnson's wife, Sherashean Johnson, also testified that the trucks did not run correctly.

Cobb testified that he is the manager at Ink's. He testified that for vehicles as old as the 2000 Dodge and the 2010 Chevy, there is no way to get an entirely new motor. Instead, customers get a rebuilt motor with new parts in it. He confirmed that the Dodge motor had a four-year warranty on it, which means that Ink's would have fixed it for free during that period if Johnson had brought it back for repairs. Cobb stated that he explained to Johnson that when he sought a new motor for the Chevy, he could not get one because of Covid-related shortages and supply delays. Cobb offered him a different fix, which he contends Johnson accepted, of performing repairs to the existing motor. Johnson was later unhappy that he did not get a new motor for the Chevy and refused to pay for the work. Ink's eventually released the Chevy to Johnson without his paying the $3,000 remaining

amount owed for the work completed. Ink's did not file suit to recover that unpaid balance.

Ronald Winstead, an independent mechanic who contracts at times with Ink's to perform certain mechanical work, testified that he is the person who worked on the Chevy. He stated that he corrected some of the work related to the installation of the high-volume oil pump and installation of CV axle bolt on the Chevy for no cost because of the warranty on the work. He testified he never heard that the Chevy was having any other problems. At the conclusion of trial, the trial court issued a judgment, dismissing Johnson's claims and ordering each party to pay their own costs. The trial court also issued a ruling detailing its reasons for the judgment, as follows:

> RULING & ORDER
>
> Considering the above captioned matter and the issue(s) before this court relative to breach of contract and/or fraud put forth by Plaintiff; this Court FINDS & CONCLUDES that with regard to any new engine being installed, Plaintiff has failed to carry their burden of proof on that point in that the testimony offered by both Plaintiff and Defendant are equally convincing to this Court. Furthermore, with regard to any claims that the failure to install a "new" engine caused Plaintiff's vehicle to become inoperable, this Court finds, and concludes, no competent evidence was presented to this Court that worked to "carry the day" for Plaintiff on that point.
>
> THEREFORE; considering the above, Plaintiffs claims must be and are hereby, DENIED on the showing made.

The trial court later issued a judgment, dated February 22, 2026, dismissing all of Johnson Advanced Cleaning's claims against Ink's. This appeal followed.

DISCUSSION

Johnson Advanced Cleaning asserts two assignments of error, detailed below:

<u>First Assignment of Error:</u> The trial court was clearly wrong when it ignored all claims relating to the 2000 Dodge Pickup truck and made no ruling relating to the claim for damages clearly made by uncontradicted testimony at trial.

In its first assignment of error, Johnson Advanced Cleaning argues the ruling that the trial court failed to address its claims related to the Dodge. We disagree that the ruling is silent as to Johnson Advanced Cleaning's claim regarding the Dodge. In its original petition, it asserts claims for Ink's failure to install a "new engine" in the Dodge truck,[4] as well as not replacing the engine in the Chevy[5] truck with a "new engine." In its ruling, the trial court stated that "with regard to any claims that the failure to install a 'new' engine caused Plaintiff's vehicle to become **inoperable**, this Court finds, and concludes, no competent evidence was presented to this Court that worked to 'carry the day' for Plaintiff on that point." (Emphasis added.)

A review of the record shows that only one vehicle, the Dodge, was inoperable at the time of trial. Testimony indicates that the Chevy was sold to someone else in 2023, and it still ran as of the time of the sale. Based on Johnson's testimony, it was only the Dodge that was inoperable and was permanently parked. Thus, although inexpertly worded, the trial court's ruling states that it found no competent evidence that the failure to install a new engine caused the Dodge to become inoperable.

The ruling also separately provided "with regard to any new engine being installed, Plaintiff has failed to carry their burden of proof on that point" which is the second reference in the ruling to two different claims regarding failures to install new engines. Moreover, the general rule

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[4] Paragraph 4 of the Johnson's original petition filed November 30, 2022.
[5] Paragraphs 8 and 9 of Johnson's original petition filed November 30, 2022.

regarding trial court judgments is that when a judgment is silent with respect to a party's claim, it is presumed that the trial court denied the relief sought. *Richards v. Richards*, 49,260 (La. App. 2 Cir. 8/13/14), 147 So. 3d 800; *Bell Foundry Co. v. Lonnie McCurry's Four Wheel Drive Ctr., Inc.*, 46,553 (La. App. 2 Cir. 10/5/11), 75 So. 3d 529, *writ denied*, 11-2467 (La. 1/20/12), 78 So. 3d 145. The ruling of the trial court rejected each of the two claims for new engines, and in the event there is confusion as to what was awarded by the trial court, there can be no confusion as to what was not awarded. The court therefore awarded nothing on Johnson Advanced Cleaning's claim, which would be an intentional rejection of the asserted request for relief. Considering the above, this assignment of error is without merit.

Second Assignment of Error: The trial court was clearly wrong when it ruled that the testimony offered by both plaintiff and defendant were equally convincing but denied the claims when four witnesses for the plaintiff gave uncontradicted claims regarding the damages caused by the defendant.

Johnson Advanced Cleaning next argues that the trial court erred by stating that the testimony offered by both Johnson and Cobb were equally convincing but still denied its claims. Johnson Advanced Cleaning has apparently misplaced any reliance on a novel theory that "a tie goes to the plaintiff" in civil matters. Such is not the case. It was his burden as plaintiff to prove his claims *beyond* a preponderance of the evidence, an endeavor in which the trial court opined he fell just short.

Under the manifest error standard, the trial court's factual findings can be reversed only if the appellate court finds, based on the entire record, no reasonable factual basis for the factual finding and the trial court is clearly wrong. *Baker v. PHC–Minden L.P.*, 14-2243 (La. 5/5/15), 167 So. 3d 528.

When findings are based on determinations regarding the credibility of witnesses, the manifest error standard demands great deference to the trial court's findings. *Robinson v. Board of Supervisors*, 16-2145 (La. 6/29/17), 225 So. 3d 424. Where documents or objective evidence so contradict the witness' story, or the story itself is so internally inconsistent or implausible on its face, that a reasonable fact finder would not credit the witness' story, then the court of appeal may find manifest error or plain wrongness even in a finding based on credibility. But where such factors are not present, and the trial court's finding is based on its decision to credit the testimony of one of two or more witnesses, that finding can virtually never be manifestly erroneous or clearly wrong. *Id.*; *Rosell v. ESCO*, 549 So. 2d 840 (La. 1989).

In its ruling, the trial court stated that "this Court FINDS & CONCLUDES that with regard to any new engine being installed, Plaintiff has failed to carry their burden of proof on that point in that the testimony offered by both Plaintiff and Defendant are equally convincing to this Court." A review of the record reveals that, in fact, both Johnson and Cobb testified, but the trial court also heard testimony from Johnson's wife, uncle, and a member of the team from Courtesy Chevrolet. The trial court noted that Taylor's testimony was instructive, as a non-interested witness, that old vehicles like the Chevy frequently have many problems and that he did not connect any of the Chevy's problems to previous mechanical work done by Ink's. Thus, the record reflects that while the trial court may have found Johnson and Cobb's testimony equally convincing, there was other testimony provided by other witnesses considered by the court in its determination. Furthermore, if the trial court truly finds the evidence is

"truly in equipoise," then the party that bears the burden of proof has not satisfied his burden. *Miller v. Leanard*, 588 So. 2d 79 (La. 1991). Accordingly, as plaintiff, Johnson Advanced Cleaning is required to prove its claims by a preponderance of the evidence ("more probable than not"). A finding the evidence was equally convincing or "equipoise" means he has failed to meet that burden of proof, and accordingly, the trial court correctly dismissed his claims.

In summary, our review of the record does not evidence manifest error on the part of the trial court in its determination that Johnson Advanced Cleaning failed to satisfy its burden of proof for the claims at trial. There was conflicting testimony regarding the cause of the mechanical issues in the trucks and in the requests made by Johnson regarding those repairs. For these reasons, this assignment of error is without merit.

CONCLUSION

For the foregoing reasons, the trial court's judgment is affirmed. Costs of this appeal are assessed to Johnson Advanced Cleaning, LLC.

AFFIRMED.