

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
LOUISIANA

Michael J. Berry, et al. v. Titan Solar Power LA, Inc., et al.

No. 24-743, United States District Court for the Eastern District of Louisiana (April 7, 2026)

SUMMARY

The United States District Court for the Eastern District of Louisiana grants Plaintiffs Michael J. Berry and Cheryl Berry’s motion for entry of judgment. The court directs that a separate judgment incorporate the parties’ previously established binding settlement agreement under Louisiana law.

CASE DETAILS

COURT	United States District Court for the Eastern District of Louisiana
WRITING FOR THE COURT	Wendy B. Vitter
JURISDICTION	United States District Court for the Eastern District of Louisiana
DECIDED	April 7, 2026
DOCKET	24-743
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiffs moved under Federal Rule of Civil Procedure 58(d) for entry of a separate judgment incorporating the terms of a settlement agreement after the court had granted their motion to enforce the compromise.
STANDARD OF REVIEW	Not applicable; the court exercised its authority to enter judgment incorporating a previously enforced settlement agreement.
PRECEDENTIAL VALUE	unknown

TOPICS

- civil procedure
- contracts
- remedies

PRACTICE AREAS

- civil procedure
- contracts
- remedies

QUESTIONS PRESENTED

1. Whether the court should enter a separate judgment under Federal Rule of Civil Procedure 58(d) incorporating the terms of the parties' binding settlement agreement.

HOLDINGS

1. When the court has determined that the parties entered into a binding settlement agreement, it may incorporate the agreement's terms into a final judgment; because the settlement was previously found binding, entry of a separate judgment was appropriate.

KEY QUOTATIONS

“a federal court may hold them to their word by incorporating the terms of their agreement into a final judgment.”

FACTUAL BACKGROUND

Michael J. Berry and Cheryl Berry entered into a settlement agreement with Titan Solar Power LA, Inc. and the other defendants. The court had previously determined that the agreement was binding under Louisiana law and had granted Plaintiffs' motion to enforce the compromise. Plaintiffs sought a separate judgment incorporating the settlement terms.

PROCEDURAL HISTORY

The court previously granted Plaintiffs' Motion to Enforce Compromise and found that the parties had entered into a binding settlement agreement under Louisiana law. Plaintiffs then moved for entry of judgment under Rule 58(d), and the court granted the motion, directing that a separate judgment issue.

DISPOSITION

other

CASES CITED

- White Farm Equip. Co. v. Kupcho, 792 F.2d 526, 530 (5th Cir. 1986)

OPINION

Berry

PER CURIAM.

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF LOUISIANA

MICHAEL J. BERRY, ET AL. CIVIL ACTION

VERSUS NO. 24-743

TITAN SOLAR POWER LA, INC., ET AL. SECTION: D (2)

ORDER AND REASONS

Before the Court is a Motion for Entry of Judgment filed by Plaintiffs Michael J. Berry and Cheryl

Berry.¹ The Court previously granted Plaintiffs' Motion to Enforce Compromise.² Because such relief constitutes "other relief" not set out in Fed. R. Civ. P. 58(b), Plaintiffs now move under Fed. R. Civ. P. 58(d) for Judgment to be set out in a separate document. The Fifth Circuit has held that once a court finds that the parties had entered into an agreement to settle the case, "a federal court may hold them to their word by incorporating the terms of their agreement into a final judgment."³ Having previously found that the parties entered into a binding settlement agreement under Louisiana law,⁴ the Court now finds it appropriate to incorporate that agreement into a Judgment. Accordingly, 1 R. Doc. 62. 2 R. Doc. 61. 3 *White Farm Equip. Co. v. Kupcho*, 792 F.2d 526, 530 (5th Cir. 1986) (upholding a district court's entry of a judgment that accurately reflected the substance of a settlement agreement). 4 See R. Doc. 61 at pp. 3-5. IT IS HEREBY ORDERED that the Motion[®] is GRANTED. A separate Judgment shall issue. New Orleans, Louisiana, April 7, 2026.

WENDY B. 4 TER

UNITED STATES DISTRICT JUDGE

5 R. Doce. 62.