

**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)

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.