

Fifth Circuit Court of Appeal
State of Louisiana

No. 25-CA-411

TRINITY BUILDING SOLUTIONS, LLC

versus

LAMAR CONTRACTORS, LLC

ON APPEAL FROM THE TWENTY-NINTH JUDICIAL DISTRICT COURT
PARISH OF ST. CHARLES, STATE OF LOUISIANA
NO. 87,539, DIVISION "D"
HONORABLE ROCHELLE C. FAHRIG, JUDGE PRESIDING

May 05, 2026

STEPHEN J. WINDHORST
JUDGE

Panel composed of Judges Fredericka Homberg Wicker,
Stephen J. Windhorst, and Timothy S. Marcel

AFFIRMED

SJW
FHW
TSM

TRUE COPY



MORGAN NAQUIN
DEPUTY CLERK

COUNSEL FOR PLAINTIFF/APPELLEE,
TRINITY BUILDING SOLUTIONS, LLC

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COUNSEL FOR DEFENDANT/APPELLANT,
LAMAR CONTRACTORS, LLC

Steven B. Loeb

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WINDHORST, J.

Defendant/appellant, Lamar Contractors, L.L.C., seeks review of the trial court's May 30, 2025 judgment granting the motion to enforce settlement agreement in favor of plaintiff/appellee, Trinity Building Solutions, LLC. For the following reasons, we affirm the trial court's judgment.

BACKGROUND

This litigation involves a subcontract agreement between Lamar and Trinity in connection with hurricane recovery projects in the U.S. Virgin Islands and North Carolina. In February 2020, Trinity filed suit against Lamar, seeking to recover amounts owed to Trinity for subcontract work related to the two projects, the Virgin Islands Project and the North Carolina Project. Prior to trial in May 2024, Trinity and Lamar entered into a Mediation Settlement Agreement, resolving Trinity's claims against Lamar. The parties agreed in the settlement to the following key provisions:

1. The parties agreed to settle all claims against each other connected with the subcontract agreements between them or the litigation pending in the 29th Judicial District Court for the Parish of St. Charles State of Louisiana, Docket No. 87,539 ("Lawsuit").
2. Lamar agreed to pay Trinity: 1) the sum of \$200,000.00 within thirty (30) days of the execution of this agreement; and 2) an additional sum of money equal to twenty-five (25%) percent of any and all monies (exclusive of Lamar's Cost of Money claim or taxes) that Lamar receives in connection with the USVI project.
3. As a material condition of the Mediation Settlement Agreement, "the terms and conditions of this settlement shall remain strictly confidential and shall not be disclosed to any person other than the parties hereto and their attorneys."
4. Lamar will keep Trinity informed monthly of the progress of Lamar's claims against AECOM and allow Trinity and/or its counsel to attend status calls, etc.
5. All claims by either party against the other to be fully released and dismissed with full prejudice.
6. Trinity and Lamar agreed that they will execute a more detailed formal settlement, receipt, release, and indemnity agreement prior

to receipt of the settlement funds. The more detailed document envisioned will include standard defense, indemnity, and hold harmless protections, as well as a confidentiality clause.

Lamar paid Trinity the initial \$200,000. Subsequently, AECOM Caribe, LLC (the prime contractor on the USVI project hereinafter “AECOM”) paid Lamar additional funds in connection with the USVI project.

On December 16, 2024, AECOM paid Lamar \$642,643.53 for the USVI project. On December 20, 2024, Lamar paid Trinity \$83,074.34, which amounted to 25% of the amount received from AECOM after payments to subcontractors and vendors. Lamar provided Trinity with details showing what amounts Lamar had paid to other subcontractors and vendors and how the 25% was calculated based upon the net received by Lamar. On December 23, 2024, AECOM paid Lamar \$3,526.00 for the USVI project. On December 30, 2024, Lamar paid Trinity \$41.98 and provided a detailed accounting relative to what amounts Lamar paid to other subcontractors and vendors and how the 25% was calculated based upon the net received by Lamar.

By letter dated December 30, 2024, Trinity’s counsel informed Lamar’s counsel of the payment deficiencies under the settlement agreement to no avail. Trinity asserted the amounts sent were insufficient because, under the agreement, Lamar had agreed to pay Trinity 25% of total amount received from AECOM after cost of money or taxes.

On January 16, 2025, at 6:30AM, Trinity sent an email to AECOM stating: “I’m reaching out to request details regarding the payments made to Lamar from May 22, 2024, through today. I need to know what each payment was for and the corresponding amounts.” On January 16, 2025, at 1:20 PM, Trinity sent an email to Lamar with a copy to a third-party, AECOM, stating:

Pursuant to the settlement agreement between Trinity and Lamar, Trinity has an interest in the payments Lamar receives from AECOM

associated with the Virgin Islands project, except Lamar's cost of money claim or taxes, from May 22, 2024, forward. Trinity would like the information regarding payments AECOM made to Lamar from May 22, 2024, forward associated with the Virgin Islands project directly from AECOM. Please authorize Deborah (copied here) to provide the information on the payments AECOM made to Lamar from May 22, 2024, forward, except for Lamar's cost of money claim or taxes, to Trinity.

On March 28, 2025, Trinity filed a motion to enforce settlement agreement, asserting that, pursuant to the settlement agreement, Lamar had agreed to pay Trinity 25% of the amounts it receives from AECOM for the USVI project. The motion indicated Lamar had only paid Trinity 25% of the amount retained by Lamar after paying subcontractors and vendors. Thus, Trinity sought enforcement of the settlement agreement and an order requiring Lamar to pay the remaining amounts due.

Lamar opposed the motion asserting Trinity failed to present competent evidence and challenging Trinity's submission of an affidavit from Molly Maykut based on hearsay allegations and lack of personal knowledge. Lamar also asserted that Trinity had breached the confidentiality clause in the settlement by disclosing to AECOM in its January 16, 2026 email a significant term of the settlement. Lamar further asserted that it had paid Trinity the amounts contemplated by the settlement.

Before the hearing, Trinity filed a motion to limine addressing Lamar's intent to present testimony and exhibits regarding the interpretation of the settlement. Trinity argued that the settlement was clear and unambiguous, and thus, that parole evidence was inadmissible. The trial court considered the motion in limine and the motion to enforce at the same hearing.

During the hearing on the motion to enforce settlement agreement, the parties agreed that they had entered into the agreement. They, however, disagreed regarding the interpretation of the agreement relative to Lamar's obligation to pay Trinity 25% of the any and all monies Lamar receives from AECOM associated with the USVI project. Lamar asserted it had agreed to pay 25% of the amounts received after it

paid subcontractors and vendors. Trinity, on the other hand, asserted Lamar owed 25% of the total amount Lamar received from AECOM.

Trinity argued that Lamar had breached the settlement agreement by not paying it 25% of the total amount Lamar received from AECOM. Lamar responded that Trinity had breached the settlement agreement's confidentiality clause when it emailed AECOM and stated that Trinity has an interest in the payments Lamar receives from AECOM associated with the USVI project. During the hearing, the parties informed the court Trinity participated in monthly conference calls with numerous entities, including AECOM and all subcontractors, regarding AECOM's progress obtaining payment from the Housing Authority. In addition, AECOM was aware of Trinity's lawsuit against Lamar, received subpoenas from Trinity, and was preparing for trial to testify as to how much money was paid and what was outstanding. For that testimony, AECOM had prepared spreadsheets reflecting the amounts at issue. AECOM also knew Trinity and Lamar had settled Trinity's claims against Lamar.

The trial court concluded the parties had entered into a valid compromise, and that the clear and unambiguous contract language did not lead to absurd consequences. As a result, the trial court found it was not permissible to allow the introduction of parole evidence regarding the parties' intent. With regard to the amount Lamar is obligated to pay Trinity, the court determined that the clear language of the agreement stated Lamar must pay Trinity 25% of the total with the only exception being for costs of money claim or taxes. As indicated by the agreement, the court stated the 25% was not negated by payment to other subcontractors or vendors. The trial court granted Trinity's motion to enforce the settlement agreement.

As to Lamar's claim that Trinity breached the confidentiality clause of the agreement, the court found the evidence did not establish a breach of confidentiality

clause because: (1) AECOM was part of the whole process; (2) AECOM and Trinity participated in conference calls; and (3) it was no secret Lamar and Trinity had resolved Trinity's claims.

LAW and ANALYSIS

On appeal, Lamar contends the trial court erred in refusing to admit any evidence of breach of the settlement agreement regardless of whether the breach was material and in enforcing the settlement agreement in favor of the breaching party. Lamar also contends the trial court erred in enforcing the settlement agreement based on a strict reading of the four corners of the document despite that the settlement agreement states the intent of the parties is not fully included within the four corners of the document. Finally, Lamar asserts that the settlement agreement should not be enforced because it stipulates that payment is not due until a suspensive condition is fulfilled, and it was not.

Standard of Review

Lamar seeks review of the trial court's judgment granting Trinity's motion to enforce the settlement agreement. When a trial court rules on a motion to enforce a settlement agreement, it makes a factual determination as to whether a contract existed between the parties, and therefore, an appellate court reviews the trial court's determination under a manifest error or clearly wrong standard. Porche v. Porche, 23-471 (La. App. 5 Cir. 4/24/24), 386 So.3d 695, 702-03; Quintanilla v. Whitaker, 21-160 (La. App. 5 Cir. 12/1/21), 334 So.3d 892, 893; Hancock Bank of La. v. Holmes, 09-1094 (La. App. 5 Cir. 5/25/10), 40 So.3d 1131, 1134. This standard applies because the trial court's determination of the existence, validity and scope of a compromise agreement depends on a finding of the parties' intent, which is an inherently factual finding. Id. If, however, a legal error interdicts the fact-finding process, the manifest error standard no longer applies and, if the record is complete, an appellate court should make its own *de novo* review of the record. Lam ex rel.

Lam v. State Farm Mut. Auto Ins. Co., 05-1139 (La. 11/29/06), 946 So.2d 133, 135. Mixed questions of fact and law are also subject to the manifest error standard of review. Porche, 386 so.3d at 703.

It is well settled that a court of appeal may not set aside a trial court's finding of fact in the absence of "manifest error" or unless it is "clearly wrong." Rosell v. ESCO, 549 So.2d 840, 844 (La. 1989). Appellate review of fact is based on the record reviewed in its entirety, and the court of appeal may not reverse even though convinced that had it been sitting as the trier of fact, it would have weighed the evidence differently. Id. at 844-45. Where there are two permissible views of the evidence, the factfinder's choice between them cannot be manifestly erroneous or clearly wrong. Id.; Wooley v. Lucksinger, 09-571 (La. 4/1/11), 61 So.3d 507, 554.

This appeal involves the interpretation of the language of the settlement agreement. The determination of whether a contract is clear or ambiguous is a question of law. Cadwallader v. Allstate Ins. Co., 02-1637 (La. 6/27/03), 848 So.2d 577, 580; Power v. State Farm Fire & Cas. Co., 15-796 (La. App. 5 Cir. 5/26/16), 193 So.3d 471, 473. Questions of law are reviewed *de novo* without deference to the legal conclusions of the trial court. Power, 193 So.3d at 473.

Lamar challenges the trial court's exclusion of certain documentary evidence, which it proffered. A trial court is given vast discretion relative to its evidentiary rulings, and its decision to admit or exclude evidence will not be reversed on appeal absent a clear abuse of discretion. Matter of "LRB", 22-140 (La. App. 5 Cir. 12/28/22), 355 So.3d 715, 722. In reviewing a trial court's evidentiary rulings, the appellate court must first consider whether the particular ruling complained of was erroneous, and if so, whether the error prejudiced the complainant's case. Id.; Perniciaro v. Hamed, 20-62 (La. App. 5 Cir. 12/16/20), 309 So.3d 813, 834-35. Reversal is warranted only if the error prejudiced the complainant's case, which is determined by considering whether the complainant proves the error, when

compared to the record in its totality, had a substantial effect on the outcome of the case. Id.

Interpretation of the Settlement Agreement

“Interpretation of a contract is the determination of the common intent of the parties.” La. C.C. art. 2045. “When the words of a contract are clear and explicit and lead to no absurd consequences, no further interpretation may be made in search of the parties’ intent.” La. C.C. art. 2046. Generally, where the words of a contract are clear, explicit, and lead to no absurd consequences, the meaning and intent of the parties must be determined within the four corners of the document and cannot be explained or contradicted by parol evidence. Ardent Servs., LLC v. G & V Invs., LLC, 23-253 (La. App. 5 Cir. 2/28/24), 382 So.3d 1080, 1088, writ denied, 2024-00402 (La. 5/29/24), 385 So.3d 701; Gilbert v. Gottsegen, 14-593 (La. App. 5 Cir. 5/21/15), 171 So.3d 289, 294, writ denied, 15-1406 (La. 10/2/15), 178 So.3d 993. Contracts, subject to interpretation from the instrument’s four corners without the necessity of extrinsic evidence, are to be interpreted as a matter of law, and the use of extrinsic evidence is proper only where a contract is ambiguous after an examination of the four corners of the agreement. Derbes v. GBS Properties, LLC, 04-1460 (La. App. 5 Cir. 4/26/05), 902 So.2d 1109, 1111-12. In cases in which the contract is ambiguous, the agreement shall be construed according to the intent of the parties. Id.

The interpretation of the language of a contract is a question of law subject to the *de novo* standard of review on appeal, while factual determinations are subject to the manifest error standard of review.” 1955 Nola Holdings, L.L.C. v. Windy Hill Pictures L.L.C., 23-50 (La. App. 4 Cir. 10/2/23), 376 So.3d 200, 209, Fleet Intermodal Servs., LLC v. St. Bernard Port, Harbor & Terminal Dist., 10-1485 (La. App. 4 Cir. 2/23/11), 60 So.3d 85, 89, writ denied sub nom. Fleet Intermodal Servs., LLC v. St. Bernard Post, Harbor & Terminal Dist., 11-0612 (La. 4/29/11), 62 So.3d

117. The trial court's interpretation of contract language, however, is a factual finding subject to the manifest error rule. Id.

Compromises are favored in the law, and the burden of proving the invalidity of such an agreement lies with the party attacking it. D'Amico v. Burnthorne, 21-671 (La. App. 5 Cir. 8/25/22), 362 So.3d 757, 764-65, writ denied, 22-1459 (La. 11/22/22), 350 So.3d 498. A compromise or settlement is “[a] contract whereby the parties, through concessions made by one or more of them, settle a dispute or an uncertainty concerning an obligation or other legal relationship.” La. C.C. art. 3071; Chiasson v. Progressive Sec. Ins. Co., 12-352 (La. App. 5 Cir. 2/21/13), 110 So.3d 1147, 1148. To be enforceable, a compromise must be either reduced to writing and signed by the parties or their agents or be recited in open court and be capable of transcription from the record of the proceeding. La. C.C. art. 3072; Trahan v. Coca Cola Bottling Co. United, Inc., 04-100 (La. 3/2/05), 894 So.2d 1096, 1104.

The pertinent language from the “Payment” section of the settlement agreement reads as follows:

Defendant will pay to Plaintiff: 1) the sum of \$200,000.00 within thirty (30) days of the execution of this agreement; and, 2) an additional sum of money equal to twenty-five (25%) percent of any and all monies (exclusive of Defendant's Cost of Money claim or taxes) that Defendant receives in the future from AECOM CARIDE, LLP, AECOM Technical Services, Inc., AECOM, Inc. and/or U.S. Virgin Islands Housing Finance Authority or anyone else associated with the Virgin Islands project for any reason including pursuant to the Complaint and/or arbitration arising therefrom filed against them entitled *LAMAR CONTRACTORS, LLC* - *AECOM CARIBE, LLP, AECOM TECHNICAL SERVICES, INC., AECOM, INC., and U.S. VIRGIN ISLANDS HOUSING FINANCE AUTHORITY*, C/A No. 3:20-cv-00048, in the District Court of the Virgin Islands, Div. St. Thomas and St. John in full and final settlement. Should Defendant receive any of the aforementioned future monies associated with the Virgin Islands project, Defendant will pay Plaintiff's twenty-five (25%) share to Plaintiff within seven (7) days of Defendant's receipt.

We agree with the trial court that the above agreement clearly provides that Lamar will pay Trinity 25% of “any and all monies ... that Defendant receives” from

AECOM, U.S. Virgin Islands Housing Finance Authority, or anyone else associated with the Virgin Islands Project. The settlement agreement does not contain any language indicating that Trinity's 25% shall be reduced by Lamar's payments to subcontractors or vendors. There is no mention of amounts owed to other subcontractors or vendors. The only limitation on the 25% is defendant's cost of claim or taxes. Because the agreement fails to include any limiting language for payments made to other subcontractors or vendors, we cannot incorporate such a limitation into the agreement.

Lamar asserts parole evidence should be used to interpret the settlement agreement. Where the language of an agreement is clear and unambiguous, courts cannot consider parole evidence to contradict the agreement language. Contracts, subject to interpretation from the instrument's four corners without the necessity of extrinsic evidence, are to be interpreted as a matter of law, and the use of extrinsic evidence is appropriate only where a contract is ambiguous after an examination of the four corners of the agreement. Derbes, 902 So.2d at 1111-12. Considering the contract language is clear and unambiguous, the trial court properly refused to consider parole evidence when interpreting the settlement agreement.

Lamar argues that the agreement specifically indicates the parties intended to draft a more comprehensive formal settlement agreement. The language pertinent to this provision is included under the "Dismissal" section and states:

Plaintiff and Defendant will execute a more detailed formal settlement, receipt, release, and indemnity agreement prior to receipt of the settlement funds, which is mutually acceptable to all parties. The release envisioned by this Agreement will include standard defense, indemnity, and hold harmless protections in favor of both Plaintiff and Defendant and any other released parties, as well as a confidentiality clause.

Significantly, this provision is included under the "Dismissal" section and contains no language referencing modification of the "Payment" language. It does not indicate the terms of Lamar's payment obligation are intended to be different

than that stated in “Payment” section. This language also only refers specifically to provisions relating to defense, indemnity, hold harmless, and confidentiality.

Further, Lamar made payments to Trinity pursuant to the settlement before the execution of a more detailed formal settlement agreement, contrary to the language of the provision upon which it relies. On May 22, 2024, within 30 days of the agreement, Lamar paid Trinity \$200,000. In December 2024, after receiving \$642,643.53 and \$3,526.00 from AECOM, Lamar paid Trinity \$83,074.34 and \$41.98. As a result, Lamar’s payments to Trinity before execution of a more detailed settlement agreement indicated Lamar’s acknowledgement of the finality of the settlement agreement and waived any claim that the settlement agreement as written required modifications.

Because the settlement agreement is clear and unambiguous, parole evidence cannot be used in interpreting the settlement agreement. We find the parties’ intent under the settlement clear and unambiguous that Lamar agreed to pay Trinity 25% of the total amount it received from AECOM for the USVI project.

The Alleged Breach of the Settlement Agreement

Lamar contends Trinity breached the confidentiality clause of the settlement when it emailed AECOM stating it had an interest in the payments Lamar receives from AECOM associated with the USVI project except for Lamar’s cost of money claim or taxes. As a result of this breach, Lamar contends Trinity cannot enforce the settlement agreement, regardless of whether it may have breached the agreement first.

In response, Trinity asserts it did not breach the settlement agreement and that the proffered evidence of breach cannot prove a breach without any testimonial foundation for its admissibility into evidence. Trinity also asserts that because Lamar breached the settlement agreement by not paying it the correct amount of money, Trinity had to contact AECOM to find out how much money AECOM had paid to Lamar.

The resolution of this issue requires us to preliminarily consider (1) whether the court could consider the alleged breach of the confidentiality clause in the settlement agreement within the scope of Trinity's motion to enforce a settlement agreement; and (2) whether the trial court properly excluded the evidence of the alleged breach from the hearing on the motion to enforce the settlement agreement.

When a party seeks to enforce a settlement of litigation, the motion to enforce that settlement is properly characterized as an incidental question arising in the course of that litigation, which may properly be addressed by a summary proceeding (*i.e.*, a motion) rather than by a completely new civil action. La. C.C.P. art. 2592(1); Banque De Depots v. Bozel Mineracao E Ferroligas, 98-742 (La. App. 4 Cir. 1/27/99), 728 So.2d 533, 538. Courts may use summary proceedings where the issue to be resolved is narrow and/or the need for rapid adjudication is great. Id., citing Clay v. Clay, 389 So.2d 31, 35 (La. 1979). Motions to enforce settlements are conducive to summary proceedings because they present narrow issues, which can be resolved through a contradictory hearing. In addition, settlements, which are favored, are more likely to occur when parties have confidence the settlement will be enforced in the most expeditious procedure the law allows. Id.

In Banque, the court, in reviewing a judgment on a motion to enforce a settlement agreement, also considered the alleged breach of the settlement and the application of defense and indemnity provisions contained in the settlement agreement. 728 So.2d at 538-39. In Bennett v. Laperouse and Son, Ltd., the court considered an insurer's liability for penalties along with a motion to enforce a settlement agreement. 09-1099 (La. App. 1 Cir. 2/12/10), 35 So.3d 364.

In deciding whether Lamar's claim that Trinity breached the settlement agreement should be addressed within the motion to enforce, we considered and found that the breach issue clearly pertains to an incidental question pertaining to the litigation between Lamar and Trinity. Lamar asserted the alleged breach as a

defense to enforcement of the settlement agreement. Resolution of the issue was practicable and feasible in the contradictory hearing on the motion to enforce the settlement agreement. Thus, we find the breach issue could be addressed within the motion to enforce the settlement agreement.

We next considered whether the trial court properly excluded the evidence of the alleged breach from the hearing on the motion to enforce. The transcript indicates the trial court excluded Lamar's evidence of the alleged breach because the court determined it could not consider parole evidence based on it finding the settlement agreement to be clear and unambiguous. The trial court properly refused to consider parole evidence in interpreting the language of the settlement. However, to determine whether Trinity breached the settlement and whether the alleged breach was a basis to decline to enforce the settlement, the evidence of the alleged breach was relevant and necessary. We therefore find the trial court erred in excluding Lamar's evidence regarding Trinity's alleged breach of the confidentiality clause of the settlement agreement.

Because Lamar proffered this evidence into the record, we are able to review the evidence in this appeal. Pursuant to La. C.C.P. art. 1636(A), when a trial court rules against the admissibility of any evidence, the court shall either permit the party offering such evidence to make a complete record thereof or permit the party to make a statement setting forth the nature of the evidence. Turner v. Moreau, 24-946 (La. App. 1 Cir. 7/3/25) 417 So.3d 1105, 1115, writ denied, 25-992 (La. 11/5/25), 420 So.3d 41. The purpose of requiring a proffer is to preserve excluded evidence so that the testimony or evidence is available for appellate review of a trial court's erroneous ruling. Id.

The proffered evidence includes the checks and correspondence regarding the disbursements Lamar made to Trinity from the AECOM payments and the email from Trinity to AECOM that allegedly violates the confidentiality clause of the

settlement. The email indicates Trinity merely stated to AECOM that under Lamar and Trinity's settlement, "Trinity has an interest in the payments Lamar receives from AECOM associated with the Virgin Islands project, except Lamar's cost of money claim or taxes." We do not think this constitutes a material breach of the settlement, which would allow Lamar to avoid compliance with the settlement terms.

Trinity, Lamar, and AECOM, were involved in litigation regarding the payments due for the USVI project. AECOM knew Trinity owed various subcontractors for work performed on the project. The settlement provides that Lamar will keep Trinity informed monthly of the claims' progress and gives Trinity and its counsel the right to attend status calls. A November 20, 2024 proffered email from Trinity's counsel to Lamar's counsel indicates AECOM, Lamar, and Trinity participated in regular update calls, in which AECOM's payments and representations regarding payments were discussed. At the hearing, the parties acknowledged that several parties were involved in the calls and that extensive spreadsheets regarding outstanding monies were prepared and discussed during the calls.

This information indicates that AECOM was aware Lamar and Trinity had reached a settlement and that, given Trinity's work on the project, it was entitled to a portion of any amounts Lamar received. It is apparent that AECOM knew Lamar owed Trinity for work performed on the project, that Lamar and Trinity were also involved in litigation, and that, in resolving their litigation, Lamar had agreed to allow Trinity to participate in update calls regarding recovery of money for all the work performed on the USVI project. Thus, we cannot say the trial court was manifestly erroneous or clearly wrong in concluding Trinity did not violate the confidentiality clause because AECOM apparently already had knowledge of the information that Trinity revealed and allegedly violated the confidentiality clause.

In Southern Industrial Contractors, LLC v. Western Builders, 45,779 (La. App. 2 Cir. 12/15/10) 56 So.3d 307, 311, an appellate considered an alleged breach of a confidentiality clause in a settlement agreement. It questioned whether there was actually a violation and further concluded that even if a technical violation occurred, the party alleging the breach of a confidentiality clause had not shown that it suffered any damage. Id.

Louisiana jurisprudence has a long-stated, strong public policy favoring compromises:

The law in its wisdom, and out of solicitude to end or avert threatened litigation, encourages settlement of disputes by compromise, and does not sanction the solemn acts of contending parties settling their disagreements being lightly brushed aside, unless there be present evidence of bad faith, error, fraud, etc. If such were not the law, there would be little incentive to anyone to part with anything of value in the desire to escape the harassments of litigation. A compromise agreement, when freely entered into, is intended to have the binding effect of the thing adjudged. The law has ordained that such transactions have the dignity and force of a definitive judgment, in so far as definitely and irrevocably fixing the rights and liabilities of the parties thereto, as relates to the subject-matter dealt with. It is simply the act of the parties determining their own liabilities and obligations, instead of the court.

Joseph v. Huntington Ingalls Inc., 18-2061 (La. 1/29/20), 347 So.3d 579, 593. It is not the province of the court to relieve a party of a bad bargain, no matter how harsh. Id.

Nothing indicates that Lamar suffered any damage caused by Trinity, stating in its email that it has an interest in payments Lamar receives from AECOM associated with the USVI project. In addition, there is no evidence that Trinity sent this email or made this statement in bad faith. The record indicates that the parties voluntarily and knowingly resolved their claims pursuant to the settlement. We cannot allow Lamar to escape the terms of the settlement now because it has realized the terms of the settlement are not sufficiently in its favor. Thus, we find the facts do not support refusing to enforce the settlement based on Trinity's alleged violation.

Suspensive Condition

In its last assignment of error, Lamar asserts that Trinity cannot seek to enforce the settlement because it is subject to a suspensive condition, which has not been fulfilled. Specifically, Lamar refers to the provision, stating that the parties “will execute a more detailed formal settlement, receipt, release, and indemnity agreement prior to receipt of the settlement funds, which is mutually agreeable to all parties.” Although Lamar mentioned this provision at the hearing, it did not raise any legal argument relative thereto, including that it constituted a suspensive condition. Appellate courts will not consider issues raised for the first time on appeal, which are not pleaded in the court below, and which the trial court has not addressed. Clark v. Wal-Mart Stores, Inc., 18-52 (La. App. 5 Cir. 10/31/18), 259 So.3d 516, 523; First Bank & Tr. v. Bayou Land & Marine Contractors, Inc., 12-295, (La. App. 5 Cir. 10/30/12), 103 So.3d 1148, 1152. Because the trial court did not address this issue, it is not properly before this court on appeal.

In addition, although the settlement states the parties will execute a more formal agreement prior to receipt of settlement funds, Lamar made at least three payments to Trinity under the settlement without executing a more formal agreement. As a result, Lamar waived its right to rely on this provision to avoid enforcement of the settlement because it fulfilled certain terms of the settlement before the parties executed a more detailed formal agreement.

DECREE

For the reasons stated above, we affirm the trial court’s May 30, 2025 judgment in favor of Trinity, granting Trinity’s motion to enforce the settlement agreement.

AFFIRMED

SUSAN M. CHEHARDY
CHIEF JUDGE

FREDERICKA H. WICKER
JUDE G. GRAVOIS
MARC E. JOHNSON
STEPHEN J. WINDHORST
JOHN J. MOLAISSON, JR.
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JUDGES



FIFTH CIRCUIT

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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 **MAY 5, 2026** TO THE TRIAL JUDGE, CLERK OF COURT, COUNSEL OF RECORD AND ALL PARTIES NOT REPRESENTED BY COUNSEL, AS LISTED BELOW:

CURTIS B. PURSELL
CLERK OF COURT

25-CA-411

E-NOTIFIED

29TH JUDICIAL DISTRICT COURT (CLERK)

HONORABLE ROCHELLE C. FAHRIG (DISTRICT JUDGE)

DAVID C. CLEMENT, SR. (APPELLEE)

LESLIE J. HILL (APPELLEE)

JACOB E. ROUSSEL (APPELLANT)

STEVEN B. LOEB (APPELLANT)

MAILED