

The Supreme Court of the State of Louisiana

KASTER, LYNCH, FARRAR, & BALL, LLP

No. 2025-C-01209

VS.

MEEKS & ASSOCIATES, LLC AND KIM
TURLICH-VAUGHAN AS CHIEF DEPUTY
CLERK OF COURT FOR THE PARISH OF
PLAQUEMINES

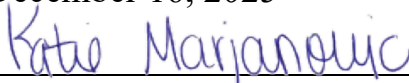
IN RE: Kaster, Lynch, Farrar, & Ball, LLP - Applicant Plaintiff; Applying For Writ
Of Certiorari, Parish of Plaquemines, 25th Judicial District Court Number(s) 67-274,
Court of Appeal, Fourth Circuit, Number(s) 2025-CA-0087;

December 16, 2025

Writ application granted. See per curiam.

JDH
JLW
WJC
JBM
PDG
JMG
CRC

Supreme Court of Louisiana
December 16, 2025



Chief Deputy Clerk of Court
For the Court

SUPREME COURT OF LOUISIANA

No. 2025-C-1209

KASTER, LYNCH, FARRAR, & BALL, LLP

VS.

**MEEKS & ASSOCIATES, LLC AND KIM TURLICH-VAUGHAN AS
CLERK OF COURT FOR THE PARISH OF PLAQUEMINES**

*On Writ of Certiorari to the
Court of Appeal, Fourth Circuit, Parish of Plaquemines*

PER CURIAM

Writ granted. The parties herein executed a Co-Counsel Agreement, wherein applicant, Kaster, Lynch, Farrar & Ball, LLP (KLFB), agreed to provide legal assistance to respondent, Meeks & Associates, LLC (M&A), in exchange for a portion of the contingency fee. Pursuant to the agreement, “when any of the claims arising out of the case of *IRENE BREAUUX, et al. vs. THE GOODYEAR TIRE AND RUBBER COMPANY, et al* shall be settled or compromised or handled to a final conclusion,” the parties would split the contingency fee 75/25 in favor of KLFB. When the litigation concluded, however, M&A refused to pay KLFB the full fee and instead deposited the funds into the registry of the court. In response, KLFB filed a petition seeking enforcement of the Agreement. Specifically, KLFB sought an award of the full sum of money owed under the Agreement as well as legal interest thereon from the date of the filing of its petition. Following a trial, judgment was rendered in KLFB’s favor, awarding it 75% of the full contingency fee earned from the Breauux/Goodyear litigation. The judgment further awarded KLFB “accrued interest” as opposed to “legal interest,” as provided in LSA-C.C. art. 2000, which states, in relevant part, as follows:

When the object of the performance is a sum of money, damages for delay in performance are measured by the interest on that sum from the time it is due, at the rate agreed by the parties or, in the absence of agreement, at the rate of legal interest as fixed by R.S. 9:3500.

In denying KLFB's request for correction or modification of the district court's judgment to reflect its entitlement to legal interest, the court of appeal found that the district court's judgment was silent with respect to "legal interest" and it must therefore presume the request for "legal interest" was denied. The court of appeal further cited **Vekic v. Popich**, 18-0426 (La. App. 4 Cir. 11/14/18), 259 So.3d 445, 448, for the proposition that neither an appellate court, nor the Louisiana Supreme Court, has the power to add interest to a *final* judgment.

Pursuant to LSA-C.C.P. art. 1921, "[t]he court *shall* award interest in the judgment as prayed for or as provided by law." (Emphasis added). "An obligor is liable for the damages caused by his failure to perform a conventional obligation" when "[a] failure to perform results from...[a] delay in performance." LSA-C.C. art. 1994. Further, as previously noted, "[w]hen the object of the performance is a sum of money, damages for delay in performance are measured by the interest on that sum from the time it is due, at the rate agreed by the parties or, in the absence of agreement, at the rate of legal interest as fixed by R.S. 9:3500." LSA-C.C. art. 2000. Pursuant to LSA-R.S. 9:3500(B)(1), legal interest on all sums which are the object of a judicial demand is fixed at the rate set forth in LSA-R.S. 13:4202.

M&A refused to pay KLFB what it was owed despite the clear and unambiguous language of the Agreement and is now liable for damages, measured as legal interest, and fixed by statute. The district court's August 16, 2024 judgment is therefore amended to state that KLFB shall prepare and submit an order for the withdrawal of their fees from the Registry of the Court, plus legal interest from the date of the filing of the petition at the rate fixed in R.S. 13:4202.

AFFIRMED as AMENDED.