Fifth Circuit Court of Appeal
State of Louisiana

No. 26-C-112

LOUIS NOEL

versus

CHEVRON U.S.A. INC., ET AL

ON APPLICATION FOR SUPERVISORY REVIEW FROM THE TWENTY-FOURTH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, STATE OF LOUISIANA
NO. 864-587, DIVISION "H"
HONORABLE DONALD L. FORET, JUDGE PRESIDING

May 19, 2026

SCOTT U. SCHLEGEL

JUDGE

Panel composed of Judges Susan M. Chehardy, Jude G. Gravois, Marc E. Johnson, Stephen J. Windhorst, John J. Molaison, Jr., Scott U. Schlegel, and Timothy S. Marcel

WRIT GRANTED

SUS
SMC
JGG
SJW
JJM
TSM

JOHNSON, J., DISSENTS WITH REASONS

MEJ

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SCHLEGEL, J.

Defendants, Exxon Mobil Corporation and ExxonMobil Oil Corporation (collectively referred to as "ExxonMobil"), seek supervisory review of the trial court's March 23, 2026 judgment denying their exception of *res judicata*. For the following reasons, we grant this writ application, reverse the trial court's judgment, grant ExxonMobil's exception of *res judicata,* and dismiss plaintiff's claims against them with prejudice.

On May 6, 2025, plaintiff, Louis Noel, filed a petition for damages against numerous defendants alleging that he contracted lung cancer because of workplace exposure to Naturally Occurring Radioactive Materials ("NORM"). On May 20, 2025, he amended his petition to add ExxonMobil as defendants. In response, ExxonMobil filed a peremptory exception of *res judicata* asserting that in a prior lawsuit — *Brittany Roache et al. v. Alpha Technical Services, Inc. et al*., 24th JDC for the Parish of Jefferson, Docket No. 669-999 ("Roache Lawsuit") — plaintiff signed a release agreement on October 14, 2013, settling all of his claims against them for personal injuries, including future claims for cancer arising from plaintiff's alleged occupational exposure to NORM.

In opposition, plaintiff argued that he had not been diagnosed with lung cancer when he signed the release in the Roache Lawsuit and the release did not specifically address future lung cancer claims. Plaintiff further argued that the nominal settlement amount he received in the Roache Lawsuit demonstrates that he did not intend to settle his future lung cancer claims.

Following a hearing, the trial court denied the exception of *res judicata* citing the nominal amount of the settlement. ExxonMobil filed a writ application with this Court. However, we denied the application without considering the merits because the parties did not introduce their supporting exhibits into evidence.

See Noel v. Chevron U.S.A., Inc., 26-69, 2026 WL 526930 (La. App. 5 Cir. 2/25/26). ExxonMobil then filed a reurged exception of *res judicata*. At the hearing held on March 11, 2026, the parties admitted all of their exhibits into evidence. The trial court denied the exception of *res judicata* without providing any additional reasons and subsequently signed a written judgment on March 23, 2026.

In their writ application, ExxonMobil argues that the Confidential Release and Indemnity Agreement ("Roache Release") executed by plaintiff contains unequivocal language releasing ExxonMobil from liability for all "future claims" for "all types of cancers or malignancies" arising from plaintiff's alleged occupational exposure to NORM. The definition of "Released Claims" in Paragraph I.G of the Roache Release states as follows:

> G. **RELEASED CLAIMS** shall mean any and all of the **CLAIMANT'S** past, present and *future claims*, demands, actions, liabilities, causes of action, or suits at law, in equity, in civil law, in common law, in tort, in contract, or of whatever kind or nature, *whether presently known or unknown*, that arise out of, are incidental to or are related directly or indirectly to the **INCIDENT**, including, but not limited to those which were or could have been the subject of discovery in the **LAWSUIT**, those which were or could have been asserted in the **LAWSUIT** and any "citizen suits" and/or any other private cause of action under any federal and/or state statute pending or threatened. *The definition of **RELEASED CLAIMS** specifically includes*, but is not limited to all past, present and *future claims, demands, actions, liabilities, causes of action and suits for* occurrence or aggravation of personal injuries or illnesses (physical and psychological), *any and all types of cancers or malignancies*, disability, disfigurement, physical and mental pain and suffering, mental anguish, fear of cancer or any other disease, fear of any other illness or condition, *increased risk of contracting cancer or any other disease*, emotional injury, fright, fear, embarrassment, psychological injury, post traumatic stress disorder, loss of enjoyment of life, . . . (Emphasis added in italics and underlining.)[1]

[1] "INCIDENT" is defined in Paragraph I.E of the Roache Release as follows:

> **INCIDENT** shall mean, at any and all times and through the present, the dispersion, emission, depositing, handling, storage, loading, unloading, transportation, specifying, use or distribution of any and all Naturally Occurring Radioactive Materials ("NORM"),

ExxonMobil further contends that plaintiff acknowledged in the Roache Release that the settlement amount paid by ExxonMobil was sufficient, and was made to avoid "costly, lengthy, and vexatious litigation." Finally, ExxonMobil argues that both plaintiff and his counsel signed the Roache Release and agreed that plaintiff understood all terms and consequences of the Roache Release. Because Louisiana law and public policy favor the finality of compromising disputes, they contend it was legal error for the trial court to refuse to enforce the plain language of the Roache Release and to refuse to grant their exception of *res judicata* based solely on the amount of the prior settlement.

La. C.C. art. 3071 defines a compromise as 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. A compromise settles only those differences that the parties clearly intended to settle, including the necessary consequences of what they express. La. C.C. art. 3076. A compromise does not affect rights subsequently acquired by a party, unless those rights are expressly included in the agreement. La. C.C. art. 3078. A compromise precludes the parties from bringing a subsequent action based upon the matter that was compromised. La. C.C. art. 3080. A compromise may be rescinded for error, fraud, and other grounds for the annulment of contracts. Nevertheless, a

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Technologically Enhanced Radioactive Materials ("TERM"), Technologically Enhanced Naturally Occurring Radioactive Materials ("TENORM"), any and all other radioactive substances, toxic or harmful dusts, fibers, fumes, vapors or chemicals, or products containing radioactive substances, toxic or harmful dusts, fibers, fumes, vapors or chemicals at any location by the **RELEASED PARTIES,** any and all alleged contamination of any immovable property as a result thereof *and/or any and all of* ***CLAIMANT'S*** *alleged exposure to, inhalation of and/or ingestion of any and all NORM*, TERM, TENORM, any and all other radioactive substances, toxic or harmful dusts, fibers, fumes, vapors or chemicals, or products containing radioactive substances, toxic or harmful dusts, fibers, fumes, vapors or chemicals, as well as any other exposures, accidents, illnesses or injuries sustained or claimed to have been sustained by **CLAIMANT** for which the **RELEASED PARTIES** bear or are alleged to have any responsibility. (Emphasis added in italics and underlining.)

compromise cannot be rescinded on grounds of error of law or lesion. La. C.C. art. 3082.

A compromise instrument, like other contracts, is the law between the parties and must be interpreted according to the parties' intent. *D'Amico v. Burnthorne*, 21-671 (La. App. 5 Cir. 8/25/22), 362 So.3d 757, 764, *writ denied*, 22-1459 (La. 11/22/22), 350 So.3d 498. Thus, the compromise instrument is governed by the same general rules of construction applicable to contracts. *Singleton v. United Servs. Auto. Ass'n*, 18-15 (La. App. 5 Cir. 10/17/18), 258 So.3d 1074, 1076, *writ denied*, 18-1814 (La. 1/14/19), 261 So.3d 787. 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.

While the doctrine of *res judicata* is ordinarily premised on a final judgment on the merits, it also applies where there is a transaction or settlement of a disputed or compromised matter that has been entered into by the parties. *Joseph v. Huntington Ingalls Inc.*, 18-2061 (La. 1/29/20), 347 So.3d 579, 584. The purpose of the doctrine of *res judicata* is to promote judicial efficiency and the final resolution of disputes. *Singleton*, 258 So.3d at 1076-77. To succeed in an exception of *res judicata* under La. R.S. 13:4231, the party urging the exception must prove that the first judgment is (1) valid, (2) final, and (3) entered among the same parties to the second suit; (4) that the cause of action asserted in the second suit existed at the time of final judgment in the first litigation; and (5) that the cause of action asserted in the second suit arose out of the transaction or occurrence that was the subject of the first litigation. *Chevron U.S.A., Inc. v. State*, 07-2469 (La. 9/8/08), 993 So.2d 187, 194.

The doctrine of *res judicata* is *stricti juris*, and any doubt concerning application of the principle of *res judicata* must be resolved against its application.

Wallace C. Drennan, Inc. v. Kerner, 23-428 (La. App. 5 Cir. 12/18/24), 409 So.3d 893, 901, *writ denied*, 25-90 (La. 4/8/25), 405 So.3d 570. The *res judicata* effect of a prior judgment is a question of law that is reviewed *de novo*. *Id.*

ExxonMobil argues that the clear and unambiguous language of the Roache Release states that the released claims include future claims for any and all types of cancers or malignancies. Plaintiff argues that the release language does not specifically state that he agreed to release all future lung cancer claims, particularly since he was not diagnosed with lung cancer when he executed the release in 2013. In *Joseph*, *supra,* the Louisiana Supreme Court considered similar arguments involving a tort victim who executed a release agreement as part of a settlement and later contracted mesothelioma and died after entering into the compromise. The release agreement at issue included language releasing the defendant from "any and all liability ... on account of, or in any way growing out of occupational lung diseases of any and every kind and description." *Joseph*, 347 So.3d at 583. The plaintiffs argued that the release did not affect their survival claim because it did not mention cancer or mesothelioma, and the decedent had not contracted mesothelioma at the time he executed the release.

First, the *Joseph* court stated that the Louisiana Civil Code articles governing compromises permit parties to settle claims "they may have in the present or in the future that is the subject of a lawsuit or that could result in litigation." *Id*. at 588. It further reasoned that the "Civil Code permits a compromise to be worded in general terms," citing to La. C.C. art. 2051. *Id.* at 590. Thus, the court concluded that the applicable law did not require the parties to name and identify the specific future disease or injury in order to unequivocally reflect an intent to resolve these future claims. *Id*. at 590. Based on these principles, the Louisiana Supreme Court found that the release barred liability for

all occupational lung diseases, which included the plaintiffs' survival claims for mesothelioma. *Id.* at 591.

Plaintiff argues that *Joseph* is distinguishable because the plaintiff received a much larger settlement amount and had already been diagnosed with a lung disorder, pneumoconiosis. While this Court recognizes that the *Joseph* court acknowledged the difference in settlement amounts, the primary focus of the court's analysis was on the four corners of the release, wherein the plain language reflected the parties' intent to release all future claims for mesothelioma. *Id*. at 590-91. The court explained that "the fact that Mr. Joseph was diagnosed with mesothelioma decades after signing the Release, while tragic, is not grounds to have it set aside." *Id*. at 591.

In support of his argument that the Roache Release did not include his future lung cancer claim considering the nominal amount of the settlement he received, plaintiff urges this court to follow *Breaux v. Mine Safety Appliances Co.*, 98-133 (La. App. 5 Cir. 8/25/98), 717 So.2d 1255, *writ denied*, 98-2480 (La. 12/11/98), 729 So.2d 599. In *Breaux*, this Court reversed the trial court's judgment granting an exception of *res judicata* and determined that a compromise agreement executed by the plaintiff in earlier asbestos litigation did not release the defendant from liability for mesothelioma diagnosed 16 years later, particularly considering the minimal amount of the settlement. This court reasoned as follows:

> The compromise agreement cannot be extended beyond its intended meaning. Although the agreement refers to "disabilities of any nature", "past, present or future," "arising out of or in any manner whatsoever connected with or resulting from, either directly or indirectly, injury sustained or occupational diseases contracted while employed at or by Johns–Manville Corporation," it is not logical to expect that plaintiff intended to release defendant for the future manifestation of this type of cancer for $500. This is a terrible disease. If the agreement intended to include mesothelioma, defendant would surely have included it in the listed diseases. As plaintiff argues, this settlement was a nuisance settlement. Thus, we find that the language

> of the agreement does not include the contraction of this type of cancer which would not manifest for many years, nor did plaintiff intend to include it in the settlement. Plaintiff signed the agreement expressly because he did not have any of the asbestos related diseases at that time.

Id. at 1257.

However, *Breaux* was decided well prior to the Louisiana Supreme Court's decision in *Joseph* in 2020, which clarified that the release does not need to specifically identify a disease or injury in order to establish the parties' intent to release a future claim. Further, when the release language clearly and expressly releases liability for the future claim at issue, the settlement amount that the party receives for the release is irrelevant. See *Robichaux v. Huntington Ingalls, Inc.*, 22-610, 2023 WL 4825239, pp. 5-7 (E.D. La. July 26, 2023); see also La. C.C. art. 3082 (providing that a compromise cannot be rescinded on grounds of lesion). "It is not the province of the court to relieve a party of a bad bargain, no matter how harsh." *Joseph*, 347 So.3d at 591.

In *Robichaux*, *supra*, the court determined that language releasing defendants from all future claims arising from exposure to asbestos expressly released the plaintiff's claims for mesothelioma because asbestos-caused mesothelioma is an illness arising from asbestos exposure. *Id.* at pp. 6, 7. The *Robichaux* court further reasoned that "[l]egal documents have consequences, and our system of justice presupposes words in release documents, which are contracts, shall be given their plain and ordinary meaning." *Id.* at p. 7.

Just as in *Joseph* and *Robichaux*, we find the language of the Roache Release is clear and unambiguous and evidences the parties' intent to release all future cancer claims, including plaintiff's lung cancer claim alleged to be caused by NORM exposure. Plaintiff and his counsel in the Roache lawsuit represented that they reviewed and understood the consequences of the Roache Release. Considering all of these factors, we find that the trial court erred by failing to

recognize the preclusive effect of the Roache Release and by failing to grant the exception of *res judicata*.

Accordingly, we grant the writ application, reverse the trial court's judgment denying the exception, grant the exception of *res judicata* filed by defendants, Exxon Mobil Corporation and ExxonMobil Oil Corporation, and dismiss plaintiff's claims against them with prejudice.

WRIT GRANTED

Fifth Circuit Court of Appeal
State of Louisiana

No. 26-C-112

LOUIS NOEL

versus

CHEVRON U.S.A. INC., ET AL

JOHNSON, J., DISSENTS WITH REASONS

I, respectfully, dissent from the majority disposition in this matter. For the following reasons, I would apply *Breaux v. Mine Safety Appliances Company*, 98-133 (La. App. 5 Cir. 8/25/98), 717 So.2d 1255, and deny the writ application.

In this matter, on May 6, 2025, Plaintiff/Respondent, Louis Noel, filed a petition for damages against several defendants, alleging he contracted lung cancer due to workplace exposure to Naturally Occurring Radioactive Materials ("NORM"). In response, Defendants/Relators, Exxon Mobil Corporation and ExxonMobil Oil, re-urged a joint exception of *res judicata*, basing their exception on the ground that Mr. Noel previously compromised the claims he now asserts and released them from liability.[1] Defendants argued that, on October 14, 2013, Mr. Noel executed a "Confidential Release and Indemnity Agreement" ("the Release"), wherein he expressly released all past, present, and future claims—specifically including any and all claims for cancer—arising out

[1] Defendants' first exception of *res judicata* was overruled by the trial court, and their supervisory writ application was denied by this Court in *Noel v. Chevron U.S.A. Inc.*, 26-69 (La. App. 5 Cir. 2/25/26), 2026 WL 526930.

of or related to NORM exposure.[2] In opposition to Defendants' exception, Mr. Noel argued that construing the Release to encompass a future lung cancer claim for the nominal consideration paid would be an absurd result and contrary to his intent.

Defendants' re-urged exception of *res judicata* was heard by the trial court on March 11, 2026. At the conclusion of the hearing, the trial court orally overruled the exception. On March 23, 2026, the trial court issued a written judgment to the same effect.

The issue before this Court is whether Mr. Noel intentionally released Defendants from all personal injury claims—including future claims for cancer arising from his occupational NORM exposure—through the Release he signed with Defendants in 2013 in exchange for the nominal amount he received, thereby requiring dismissal of his subsequent action.

In *Breaux*, *supra*, this Court considered whether *res judicata* should have been applied to a $500 settlement executed in 1983 that discharged the employer from all future claims of any nature arising out of or in any manner whatsoever arising from employment. The plaintiff was diagnosed with mesothelioma in 1996 and filed his action against the defendant in 1997. The defendant filed an exception of *res judicata*, arguing the plaintiff had settled his rights against it in the 1983 settlement. *Id*., 717 So.2d at 1256. The trial court sustained the exception and dismissed the plaintiff's action. On appellate review, this Court reversed the ruling, characterizing the agreement as a nuisance settlement and

[2] The parties executed the Release to resolve Mr. Noel's previous action against Defendants, *Brittany Roache, et al. v. Alpha Technical Services, Inc., et al*. 24th Judicial District Court, Docket No. 669-999. Mr. Noel alleges that his lung cancer had not manifested and/or was not diagnosed at the time the Release executed.

concluding it was illogical to expect that the plaintiff intended to release the defendant for the future manifestation of mesothelioma for $500. *Id*. at 1257.

The holding in *Breaux* was revisited in *Joseph v. Huntington Ingalls Incorporated*, 18-2061 (La. 1/29/20), 347 So.3d 579. In *Joseph*, the plaintiff filed suit against his former employer in 1982 for occupational exposure to toxic materials, which resulted in his contraction of pneumoconiosis. In 1985, the plaintiff settled his claims through an agreement, wherein the plaintiff released the employer of any and all liability in any way growing out of occupational lung diseases of any and every kind and description. Decades later, in 2016, the plaintiff filed a subsequent action against the employer, alleging he contracted mesothelioma as a result of occupational exposure to highly toxic chemicals. Shortly after filing the second action, the plaintiff died, and his children were substituted as plaintiffs. *Id*. In response, the employer filed an exception of *res judicata*, arguing the 1985 settlement barred the plaintiffs' survival action.

Both the trial and appellate courts overruled the employer's exception. On review, the Louisiana Supreme Court sustained the employer's exception, finding the plaintiff had released the employer in 1985 for all present and future occupational lung diseases and personal injury claims arising out his employment, in exchange for a sum of money ($25,000). In reaching its conclusion, the court reasoned that the plaintiff's claims "in light of the attending events and circumstances (***including but not limited to the fact that the amount of the settlement was not a nominal sum***)" fell squarely within the terms of the 1985 release. *Id*., 347 So.3d at 592. (Emphasis added). The court noted, "*Breaux* should not be read for the proposition that the failure to specifically name cancer, mesothelioma, or any other disease in a release is in and of itself

indicative of an intent to exclude that condition from the release, as the law clearly permits releases to be worded in general terms." *Id*., at 590 n.8.

Although *Breaux* predates *Joseph*, *Breaux* was not overruled by the supreme court. While specific diseases are not required to be listed in a release, *Joseph* leaves room to consider the amount of a prior settlement when determining the parties' intent. As such, *Breaux* should be considered as controlling jurisprudence by this Circuit. Despite its reference to *Joseph* and *Breaux*, the majority disposition completely neglects consideration of the amount of the settlement, with no regard for exceptions.[3]

When reviewing the settlement amounts involved in this matter and *Breaux*, one fact is consistent: the plaintiffs received significantly insufficient settlement amounts. Over the course of decades[4], claimants in similar cases have received meager amounts—including here—as consideration for being exposed to toxic chemicals that can cause drastic changes to their lives. Like the panel in *Breaux*, I find that settlements for those nominal amounts are nuisance settlements. In the interest of justice for the general public, courts should not be prohibited from considering the amount of the settlement in deciding the intent of the parties and whether *res judicata* should be applied to dismiss a subsequent action.

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[3] La. R.S. 13:4232 provides,

> A. A judgment does not bar another action by the plaintiff:
>
> (1) When exceptional circumstances justify relief from the res judicata effect of the judgment;
>
> (2) When the judgment dismissed the first action first action without prejudice; or,
>
> (3) When the judgment reserved the right of the plaintiff to bring another action.

Under this provision, the court has the authority to exercise its discretion to balance the principle of *res judicata* with the interests of justice, although clearly "this discretion must be exercised on a case-by-case basis and such relief should be granted only in truly exceptional cases… ." *Wallace C. Drennan, Inc. v. Kerner*, 23-428 (La. App. 5 Cir. 12/18/24), 409 So.3d 893, 902, *writ denied*, 25-90 (La. 4/8/25), 405 So.3d 570, quoting *Woodlands Development, L.L.C. v. Regions Bank*, 16-324 (La. App. 5 Cir. 12/21/16), 209 So.3d 335, 341. The exception provided in Subsection (A)(1) is applicable to this matter.

[4] The plaintiff in *Breaux* settled for $500 in 1983. Mr. Noel settled with Defendants in 2013 for a nominal amount.

After reviewing the facts of this case and applicable jurisprudence (particularly the October 14, 2013 settlement release, *Joseph*, and *Breaux*), I opine it is illogical to conclude Mr. Noel intended to release Defendants from liability for the lung cancer he later developed due to NORM exposure in exchange for a very nominal sum. For the foregoing reasons, I find that this case presents an exceptional circumstance, justifying relief from *res judicata*. Accordingly, I would deny the writ application and remand the matter for further proceedings.

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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 19, 2026** TO THE TRIAL JUDGE, CLERK OF COURT, COUNSEL OF RECORD AND ALL PARTIES NOT REPRESENTED BY COUNSEL, AS LISTED BELOW:

Curtis B. Pursell

CURTIS B. PURSELL
CLERK OF COURT

26-C-112

E-NOTIFIED

24TH JUDICIAL DISTRICT COURT (CLERK)
HONORABLE DONALD L. FORET (DISTRICT JUDGE)
JARRETT S. FALCON (RESPONDENT)
EDWARD PAIGE SENSENBRENNER (RELATOR)
ROLAND M. VANDENWEGHE, JR. (RELATOR)
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MICHAEL H. BAGOT, JR. (RESPONDENT)

MAILED

NO ATTORNEYS WERE MAILED