

NOT DESIGNATED FOR PUBLICATION

STATE OF LOUISIANA

COURT OF APPEAL

FIRST CIRCUIT

NO. 2018 CA 0068

FLORIDA GAS TRANSMISSION COMPANY, LLC

VERSUS

TEXAS BRINE COMPANY, LLC, ET AL.

Judgment Rendered: JUL 11 2019

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On Appeal from
The 23rd Judicial District Court,
Parish of Assumption, State of Louisiana
Trial Court No. 34,316
The Honorable Thomas J. Kliebert Jr., Judge Presiding

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BEFORE: McDONALD, CRAIN, AND THERIOT, JJ.

CRAIN, J.

Occidental Chemical Corporation appeals a judgment granting injunctive relief to Texas Brine Company, LLC. We reverse the judgment and remand.

The facts and procedural history relevant to this appeal are set forth in *Florida Gas Transmission Company, LLC v. Texas Brine Company, LLC*, 18-0075 (La. App. 1 Cir. 7/1/19), ___ So. 3d ____ (“*Florida Gas 0075*”), where this court found the trial court erred in rendering summary judgments declaring a salt lease terminated by confusion (salt lease summary judgments). The *Florida Gas 0075* holding was based on a finding the parties contractually agreed an arbitration panel, not the court, must decide the arbitrability of their claims. *Florida Gas 0075*, ___ So. 3d at ____.

This appeal relates to a judgment signed August 23, 2017, granting Texas Brine’s motion and awarding injunctive relief in connection with the salt lease summary judgments. In relevant part, the judgment (1) ordered the arbitration panel “shall adhere to the Court’s ruling . . . finding that the Salt Lease terminated by confusion,” (2) preliminarily enjoined Occidental “from taking further action to confirm the arbitration panel’s final interim award . . . finding . . . the Salt Lease was not terminated by confusion,” and (3) enjoined the arbitration panel “from issuing any merits decision until at least 30 days after the submission” of the Phase 1 stage of certain suits, including the present litigation, filed on behalf of several pipeline companies.¹ Occidental appeals.

For the reasons given in *Florida Gas 0075*, the trial court erred in issuing injunctive relief ordering the arbitration panel to abide by its confusion ruling, preventing the arbitration panel from exercising its authority to determine the arbitrability of the confusion claim, and preventing Occidental from pursuing

¹ The other suits were filed by Pontchartrain Natural Gas System, K/D/S Promix, L.L.C. and Acadian Gas Pipeline, bearing trial court number 34,265; and Crosstex Energy Services, LP and several entities related thereto, bearing trial court number 34,202.

confirmation of a panel award in accordance with the Federal Arbitration Act. *See* 9 U.S.C.A. § 9. The August 23, 2017 judgment is reversed, and this matter is remanded for further proceedings. This memorandum opinion is issued in accordance with Uniform Rules—Courts of Appeal, Rule 2-16.1B. All costs of this appeal are assessed to Texas Brine Company, LLC.

JUDGMENT REVERSED; CASE REMANDED.²

² All pending motions are denied. We also find no merit in Texas Brine’s Exception of Res Judicata, wherein it contends the supreme court’s order in *Crosstex Energy Services, LP v. Texas Brine Company, LLC*, 18-1128 (La. 10/29/18), 255 So. 3d 587 (*per curiam*) is *res judicata* as to the arbitrability of the salt lease confusion claim. The supreme court’s three-sentence order does not address the subject arbitration clause or the arbitrability of the confusion claim. The Exception of Res Judicata is denied.