

LOUISIANA COURT OF APPEAL, FIRST CIRCUIT

Harvey Fuel Company, LLC and Harvey Gulf International Marine, LLC v. Weston and Associates, LLC, Sur-Seal Liners, and CST Industries, LLC

Harvey Fuel · No. 2025 CW 1285 · Decided April 8, 2026

SUMMARY

The Louisiana Court of Appeal, First Circuit, granted supervisory writs and denied an exception of improper venue. The court held that CST Industries failed to prove improper venue because it introduced no competent evidence, including the sales agreement containing the forum-selection clause, at the hearing.

CASE DETAILS

COURT	Louisiana Court of Appeal, First Circuit
WRITING FOR THE COURT	McClendon, C.J.; Greene, J.; Stromberg, J.
JURISDICTION	Louisiana Court of Appeal, First Circuit
DECIDED	April 8, 2026
DOCKET	2025 CW 1285
DISPOSITION	writ_granted
PROCEDURAL POSTURE	Applicants sought supervisory writs from an order sustaining CST Industries, LLC's declinatory exception of improper venue.
PRECEDENTIAL VALUE	unknown
PARTIES	Harvey Fuel Company, LLC, Harvey Gulf International Marine, LLC v. Weston and Associates, LLC, Sur-Seal Liners, CST Industries, LLC

TOPICS

- venue
- writ of certiorari
- appellate procedure
- civil procedure
- commercial litigation

PRACTICE AREAS

- civil procedure
- appellate procedure
- commercial litigation

QUESTIONS PRESENTED

1. Whether CST met its burden of proving that venue in the Seventeenth Judicial District Court was improper.
2. Whether documents attached to memoranda, but not introduced into evidence at the hearing, could establish improper venue.

HOLDINGS

1. The party urging a declinatory exception of improper venue bears the burden of proving that venue is improper.
2. For purposes of a venue exception, the plaintiff's petition allegations are generally accepted as true unless evidence is introduced at the hearing; documents attached only to memoranda do not constitute evidence and cannot establish improper venue.

KEY QUOTATIONS

““{d}ocuments attached to memoranda do not constitute evidence and cannot be considered as such on appeal.”” (Alost, 277 So.3d at 334 n.4)

FACTUAL BACKGROUND

CST challenged venue in the Seventeenth Judicial District Court based on a forum-selection clause in a Sales Agreement. At the hearing on the venue exception, CST introduced no evidence, including the Sales Agreement, although the district court appears to have considered documents attached to memoranda.

PROCEDURAL HISTORY

The Seventeenth Judicial District Court for Lafourche Parish sustained the exception of improper venue. Harvey Fuel Company, LLC and Harvey Gulf International Marine, LLC applied for supervisory writs, and the Louisiana Court of Appeal, First Circuit, granted the writ and denied the exception.

DISPOSITION

writ_granted

REMAND INSTRUCTIONS

The exception of improper venue is denied. No further remand instructions are stated.

CASES CITED

- Alost v. Lawler, 2018-1271 (La. App. 1st Cir. 5/8/19), 277 So. 3d 329, 334-35
- Denoux v. Vessel Mgmt. Servs., Inc., 2007-2143 (La. 5/21/08), 983 So. 2d 84, 88
- Bailey v. Loewe, 2019-0915 (La. App. 1st Cir. 8/3/20), 310 So. 3d 746, 748

OPINION

Harvey Fuel Company, LLC v. Weston and Associates, LLC, Sur-Seal Liners and CST Industries, LLC

PER CURIAM.

STATE OF LOUISIANA

COURT OF APPEAL, FIRST CIRCUIT

HARVEY FUEL COMPANY, LLC AND NO. 2025 CW 1285

HARVEY GULF INTERNATIONAL

MARINE, LLC

VERSUS

WESTON AND ASSOCIATES, LLC,

SUR-SEAL LINERS, AND CST

INDUSTRIES, LLC APRIL 8, 2026

In Re: Harvey Fuel Company and Harvey Gulf International Marine, LLC, applying for supervisory writs, 17th Judicial District Court, Parish of Lafourche, No. 150777. BEFORE: McCLENDON, C.J., GREENE, AND STROMBERG, JJ. WRIT GRANTED. Generally, for purposes of a venue exception, the allegations of the plaintiff's petition are taken as true. *Alost v. Lawler*, 2018-1271 (La. App. 1st Cir. 5/8/19), 277 So.3d 329, 335. However, when evidence is introduced at the hearing on the exception, the court is not bound to accept the petition's allegations as true. *Id.* at 334. As the exceptor urging the declinatory exception of improper venue, CST Industries, Inc. bore the burden of proving that venue in the 17th Judicial District Court was improper. CST failed to meet that burden. It did not introduce any evidence at the March 12, 2025 hearing, including the Sales Agreement containing the forum selection clause on which it relied. Although the district court appears to have considered documents attached to memoranda, "{d}ocuments attached to memoranda do not constitute evidence and cannot be considered as such on appeal." *Alost*, 277 So.3d at 334 n.4 (quoting *Denoux v. Vessel Mgmt. Servs., Inc.*, 2007-2143 (ha. 5/21/08), 983 So.2d 84, 88). See also *Bailey v. Loewe*, 2019-0915 (La. App. 1st Cir. 8/3/20), 310 So.3d 746, 748. In the absence of competent evidence establishing improper venue, and accepting the petition's allegations as true, the district court erred in sustaining the exception. Accordingly, the exception of improper venue is denied. PMc HG

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"COURT OF APPEAL, FIRST CIRCUIT

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LERK OF COURT

OR THE COURT