

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