

**ATTACHMENT A**  
**(TO DECLARATION OF MIKE FUTCH)**

**LOUISIANA ENERGY GATEWAY,  
LLC**

**VERSUS**

**TRUNKLINE GAS COMPANY, LLC**

**NUMBER 20230915 DIV. B**

**36TH JUDICIAL DISTRICT COURT**

**PARISH OF BEAUREGARD**

**STATE OF LOUISIANA**

**JUDGMENT**

This matter came before the Court on March 18 and 19, 2024, for hearing of a Motion for Summary Judgment by the defendants, Trunkline Gas Company, LLC, DAPL-ETCO Operations Management, LLC, and Energy Transfer Crude Oil Company, LLC, an Exception of No Cause of Action by the plaintiff, Louisiana Energy Gateway, LLC, and final trial on the merits.

Present in court were:

Brad M. Boudreaux, Anthony J. Gambino, Jr., Nena M. Eddy, and Jodi Andrews on behalf of plaintiff, Louisiana Energy Gateway, LLC; and

Leland G. Horton and Joshua S. Chevallier on behalf of defendants, Trunkline Gas Company, LLC, DAPL-ETCO Operations Management, LLC, and Energy Transfer Crude Oil Company, LLC.

With regard to the Motion for Summary Judgment by Trunkline Gas Company, LLC, DAPL-ETCO Operations Management, LLC, and Energy Transfer Crude Oil Company, LLC, for the reasons stated in open court on March 18, 2024, the Motion for Summary Judgment is **DENIED**, at defendants' costs.

With regard to the Exception of No Cause of Action by Louisiana Energy Gateway, LLC, for the reasons stated in open court on March 18, 2024, the Exception of No Cause of Action is **SUSTAINED**, and all damages claims by ETP in their Reconventional Demand are dismissed, without prejudice, and without leave of court to amend the Reconventional Demand.

With regard to trial on the merits, the Court, having considered the pleadings, memoranda, exhibits, testimony, law and arguments of the parties, and for the reasons stated in the Court's Ruling dated June 3, 2024, orders as follows:

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that the request by Louisiana Energy Gateway, LLC for a permanent injunction is hereby **GRANTED**, as set forth further herein.

**IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED** that Trunkline Gas Company, LLC, DAPL-ETCO Operations Management, LLC, and Energy Transfer Crude Oil Company, LLC, and all those persons acting or claiming to act on the behalf of Trunkline Gas Company, LLC, DAPL-ETCO Operations Management, LLC, or Energy Transfer Crude Oil Company, LLC, are permanently enjoined from interfering with Louisiana Energy Gateway LLC's construction, operation, and maintenance of its pipeline, and the exercise of all accessory rights related thereto, on the immovable property owned by Larry Eugene Welborn in Beauregard Parish in Section 20 Township 5 South Range 8 West, as further described and depicted in the Pipeline Servitude and Right of Way Agreement recorded with the Beauregard Parish Clerk of Court under Instrument No. 583387, Book 1085 Page 591, a copy of which is attached as **Exhibit 1**.

**IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED** that Trunkline Gas Company, LLC, DAPL-ETCO Operations Management, LLC, and Energy Transfer Crude Oil Company, LLC, and all those persons acting or claiming to act on the behalf of Trunkline Gas Company, LLC, DAPL-ETCO Operations Management, LLC, or Energy Transfer Crude Oil Company, LLC, are permanently enjoined from interfering with Louisiana Energy Gateway LLC's construction, operation, and maintenance of its pipeline, and the exercise of all accessory rights related thereto, on the immovable property owned by C. Doornbos Louisiana, L.L.C. in Beauregard Parish in Section 29 Township 5 South Range 8 West, Section 32 Township 5 South Range 8 West, Section 18 Township 5 South Range 8 West, and Section 13 Township 5 South Range 9 West, as further described and depicted in the Pipeline Right of Way Grant recorded with the Beauregard Parish Clerk of Court under Instrument No. 585460, Book 1091 Page 454, a copy of which is attached as **Exhibit 2**.

**IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED** that Trunkline Gas Company, LLC, DAPL-ETCO Operations Management, LLC, and Energy Transfer Crude Oil Company, LLC, and all those persons acting or claiming to act on the behalf of

Trunkline Gas Company, LLC, DAPL-ETCO Operations Management, LLC, or Energy Transfer Crude Oil Company, LLC, are enjoined from interfering with Louisiana Energy Gateway LLC's construction, operation, and maintenance of its pipeline, and the exercise of all accessory rights related thereto, on the immovable property owned by Delanie P. Cooley and John Dwayne Cooley in Beauregard Parish in Section 9 Township 6 South Range 8 West, as further described and depicted in the Pipeline Servitude and Right of Way Agreement recorded with the Beauregard Parish Clerk of Court under Instrument No. 581266, Book 1079 Page 347, and by that certain recorded Assignment and Assumption Agreement recorded with the Clerk of Court under Instrument No. 586502, Book 1094, Page 491, copies of which are collectively attached as **Exhibit 3**.

**IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED** that on the above-described properties Louisiana Energy Gateway LLC's pipeline will be constructed according to all applicable industry safety standards and state and federal regulations, and will be constructed in accordance with the following conditions as represented in the construction drawings and information presented at trial:

- (1) Plaintiff shall notify Defendants at least 48 hours in advance of any construction activity at the crossing locations herein and Plaintiff must contact the Louisiana approved Notification Center at 811 prior to construction;
- (2) Defendants shall positively locate its pipelines for Plaintiff at any crossing location herein within 48 hours of request by Plaintiff;
- (3) No heavy equipment of any type will be permitted to work directly over Defendants' pipelines at the crossing locations herein without mats, timber, air-bridges, or other protective materials placed over Defendants' pipelines;
- (4) Any excavation within eighteen inches (18") of any of Defendants' pipelines at the crossing locations herein will be performed by hand;
- (5) A conventional bore will be used by Louisiana Energy Gateway LLC when crossing the Defendants' pipelines;
- (6) There will be no less than three feet of separation between Louisiana Energy Gateway LLC's pipeline and Defendants' pipelines;
- (7) Louisiana Energy Gateway LLC's pipeline will cross Defendants' pipelines by angles between 80 and 90 degrees;
- (8) Louisiana Energy Gateway LLC will use Price Gregory International or another reputable contractor to construct its pipeline at crossings of Defendants' pipelines herein;

- (9) Louisiana Energy Gateway LLC's pipe will have an abrasive resistant coating overlay where it crosses the Defendants' pipelines;
- (10) Louisiana Energy Gateway LLC's pipeline will be cathodically protected and must have test leads installed at the crossing locations herein;
- (11) Louisiana Energy Gateway LLC will monitor cathodic protection at all crossing locations herein;
- (12) Louisiana Energy Gateway LLC will ensure that water vapor in the gas stream, and monitoring and control of same, are in compliance with state and federal guidelines and regulations.

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that the request by Trunkline Gas Company, LLC, DAPL-ETCO Operations Management, LLC, and Energy Transfer Crude Oil Company, LLC, for injunctive relief is hereby **DENIED**.

**IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED** that the remaining claims in the Reconventional Demand by Trunkline Gas Company, LLC, DAPL-ETCO Operations Management, LLC, and Energy Transfer Crude Oil Company, LLC are hereby **DISMISSED**, with prejudice, at their cost.

**IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED** that Trunkline Gas Company, LLC, DAPL-ETCO Operations Management, LLC, and Energy Transfer Crude Oil Company, LLC are taxed with all taxable costs incurred by Louisiana Energy Gateway, LLC, *in solido*, and the Court reserves fixing and awarding such costs by separate judgment in accordance with Louisiana law.

**IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED** that this is a FINAL JUDGMENT pursuant to La. Code Civ. Proc. arts 1841, 1911, 1918, and 2083.

Thus, done and signed this 14<sup>th</sup> day of June, 2024.

  
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HONORABLE C. KERRY ANDERSON  
JUDGE, 36<sup>TH</sup> JUDICIAL DISTRICT COURT

**PLEASE MAIL NOTICE TO:**

**Louisiana Energy Gateway, LLC**

Through counsel  
Brad M. Boudreaux  
PHELPS DUNBAR LLP  
400 Convention Street, Suite 1100  
Baton Rouge, LA 70802

And

Jodi Andrews  
LESTAGE AND ANDREWS LLC  
113 N. Washington Avenue  
Deridder, LA 70634

**Trunkline Gas Company, LLC, DAPL-ETCO Operations Management, LLC, and Energy Transfer Crude Oil Company, LLC**

Through counsel  
Leland G. Horton  
BRADLEY MURCHISON KELLY & SHEA LLC  
401 Edwards Street, Suite 1000  
Shreveport, LA 71101