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02/11/2025 PERSONAL
\$9.00 MPR - NOTICE MTG

NO. 24-BC11A-0028

ET GATHERING & PROCESSING LLC, §
Plaintiff, §

IN THE BUSINESS COURT

v. §

OF THE STATE OF TEXAS

TELLURIAN PRODUCTION LLC, §
Defendant. §

ELEVENTH DIVISION

**AMENDED PUBLIC NOTICE OF HEARING
ON DEFENDANT'S UNOPPOSED MOTION FOR
TEMPORARY AND PERMANENT SEALING ORDER**

Hearing Date and Time: February 27, 2025, at 2:00 P.M. CST

The hearing will be held via zoom, and the public may observe the proceeding by accessing the Court's YouTube channel at <https://www.youtube.com/@4thbusinesscourttexas>.

Pursuant to Texas Rule of Civil Procedure 76a(3), Defendant Woodside Energy (LA) Production LLC f/k/a Tellurian Production LLC ("Woodside") posts this Public Notice of the Hearing set in open court on Woodside's Unopposed Motion for Temporary and Permanent Sealing Order, filed on January 28, 2025, in the above-captioned lawsuit.

Any person may intervene as a matter of right at any time before or after judgment to seal or unseal court records.

Nature of the case: The above-captioned lawsuit involves a May 29, 2009 Gas Gathering Agreement. The Plaintiff, ET Gathering & Processing LLC ("ETG&P"), alleges that under the terms of the May 29, 2009 Agreement, Woodside committed to send ETG&P

all natural gas it produced from certain Dedicated Acreage as defined in the Agreement. It also alleges Woodside breached the May 29, 2009 Agreement when it stopped delivering to ETG&P all of the natural gas it owned or controlled from the Dedicated Acreage. Woodside has asserted a general denial and other defenses to ETG&P's claim. Woodside has also asserted a counterclaim against ETG&P alleging that ETG&P breached the May 29, 2009 Agreement by overcharging fees and rates.

Documents to be sealed: On January 28, 2025, Woodside filed a Plea to the Jurisdiction contending that the amount in controversy in the above-captioned lawsuit is less than \$10 million. In support of its Plea to the Jurisdiction, Woodside referenced and submitted copies of invoices sent to Woodside by a non-party under a different Gas Gathering Agreement. That Gas Gathering Agreement contains a Confidentiality clause which provides that “[a]ll data and information exchanged by the Parties (other than the terms and conditions of this Agreement, except for the fees and charges) shall be maintained in strict and absolute confidence.” The invoices reflect fees and charges under that Gas Gathering Agreement.

Woodside, therefore, seeks, and gives notice of its intent, to permanently seal an unredacted copy of Defendants' Plea to the Jurisdiction that references the invoices and copies of the invoices themselves which are attached as Exhibit D to the Plea to the Jurisdiction.

Respectfully submitted,

BECK REDDEN LLP

By: /s/ David W. Jones

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Attorneys for Woodside Energy (LA)
Production LLC f/k/a Tellurian Production LLC

CERTIFICATE OF SERVICE

I hereby certify that on February 11, 2025, I served the foregoing document by email to all counsel for record.

/s/ David W. Jones

David W. Jones

Jennifer Marshall
COUNTY CLERK
HARRIS COUNTY TEXAS

2025 FEB 11 AM 9:19

FILED