

**STATE OF LOUISIANA
COURT OF APPEAL, SECOND CIRCUIT
430 Fannin Street
Shreveport, LA 71101
(318) 227-3700**

No. 56,607-CA
Consolidated with
56,608-CA and 56,609-CA

JPS MOTORS, L.L.C., ARCADIA MOTORS,
L.L.C., CLAIBORNE AUTOMOTIVE GROUP,
L.L.C. AND THOMAS G. MARTIN

VERSUS

SUPERIOR AUTOMOTIVE GROUP, LLC
AND LAWRENCE VAUGHN

-and-

JPS MOTORS, L.L.C., ARCADIA MOTORS,
L.L.C., AND CLAIBORNE AUTOMOTIVE
GROUP, L.L.C.

VERSUS

SUPERIOR AUTOMOTIVE GROUP, L.L.C.,
LAWRENCE VAUGHN, AND GIBSLAND
BANK & TRUST COMPANY

-and-

CLAIBORNE AUTOMOTIVE GROUP,
L.L.C. AND THOMAS G. MARTIN

VERSUS

SUPERIOR AUTOMOTIVE GROUP, LLC
AND LAWRENCE VAUGHN

FILED: 07/03/25

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On application of Superior Automotive Group LLC and Lawrence Vaughn for
SUPERVISORY WRIT in Nos. 46,680, 46,681, and 46,697 on the docket of the
Second Judicial District, Parish of BIENVILLE, Judge William R. "Rick" Warren.

ENGLISH LAW FIRM LLC
Larry English
and-
MANNING LAW FIRM
Bobby R. Manning

Counsel for:
Superior Automotive Group L.L.C., -
and Lawrence Vaughn

ROGERS CARTER & PAYNE
Edward Keith Carter
-and-
WIENER, WEISS & MADISON APC
Seth M. Moyers
HARPER LAW FIRM, APLC
Jerald R. Harper
Graydon Kelly Kitchens, III
Anne E. Wilkes

Counsel for:
Gibbsland Bank & Trust Company

Counsel for:
JPS Motors L.L.C., Arcadia Motors,
Claiborne Automotive Group, L.L.C.,
and Thomas G. Martin

Before STONE, COX, and ROBINSON, JJ.

WRIT GRANTED; AFFIRMED; MOTION DENIED.

The applicants, Superior Automotive Group, L.L.C. and Lawrence Vaughn, seek supervisory review of the trial court's October 22, 2024, denial of their declinatory exceptions of improper venue.

Venue is a question of law that is subject to a *de novo* review on appeal. *Chumley v. White*, 46,479 (La. App. 2 Cir. 11/9/11), 80 So. 3d 39, *writ denied*, 11-2741 (La. 2/17/12). Forum selection clauses are generally enforceable and are not *per se* violative of public policy in Louisiana. *Shelter Mut. Ins. Co. v. Rimkus Consulting Group, Inc. of Louisiana*, 13-1977 (La. 7/1/14), 148 So. 3d 871. Contractual forum selection clauses are *prima facie* valid and are enforced in Louisiana unless the resisting party can clearly show that enforcement would be unreasonable and unjust, or that the clause was invalid for such reasons as fraud or overreaching, or that enforcement would contravene a strong public policy of the forum in which suit is brought, whether declared by statute or by judicial decision. *Creekstone Juban I, L.L.C. v. XL Insurance America, Inc.*, 18-0748 (La. 5/8/19), 282 So. 3d 1042. For a forum selection clause in a contract to be mandatory, it must clearly establish the parties' intent to make the chosen venue exclusive. *Town of Homer v. United Healthcare of Louisiana, Inc.*, 41,512 (La. App. 2 Cir. 1/31/07), 948 So. 2d 1163. *See also, Pitts, Inc. v. Ark-La Resources, L. P.*, 30,867 (La. App. 2 Cir. 8/19/98), 717 So. 2d 268.

In this matter, the management agreement between the parties provided that the agreement would be construed under and in accordance with the laws of the State of Louisiana, and all obligations of the parties were performable in Ouachita Parish, Louisiana. J.P.S. Motors, L.L.C., Arcadia Motors, L.L.C., Claiborne Automotive Group, L.L.C., and Thomas G. Martin brought multiple suits against Superior and Vaughn in Bienville Parish. In turn, Superior and Vaughn filed

declinatory exceptions of improper venue arguing that the management agreements contained a forum selection clause that named Ouachita Parish as the proper venue for any litigation that ensued between the parties. In opposition, J.P.S. Motors, Arcadia Motors, Claiborne Automotive Group, and Thomas Martin contended that the clause was a permissive venue provision that was not clear or explicit on the proper venue for legal action. After a hearing, the trial court found that the provision between the parties failed to mention venue entirely, and that the intent to establish Ouachita Parish as the exclusive venue was not clear; as a result, the provision was permissive and Superior's and Vaughn's declinatory exceptions of improper venue were denied.

The record before this Court clearly supports the trial court's ruling. The provision in question merely states that the agreement between the parties was performable in Ouachita Parish. The provision does not expressly name Ouachita Parish as the exclusive venue for any litigation based on or arising out of the agreement. Thus, venue is proper in Bienville Parish and transfer of the case is not warranted. The writ is granted, and the ruling of the trial court is affirmed.

Superior and Vaughn's "Motion to Lift Bankruptcy Stay" is denied.

Shreveport, Louisiana, this 2 day of December, 2025.

JSC SDS OR

FILED: December 2, 2025

Melby Melton

DEPUTY CLERK