

Judgment rendered Sept. 30, 2026.
Application for rehearing may be filed
within the delay allowed by Art. 2166,
La. C.C.P.

No. 56,897-CW
No. 56,898-CW
No. 56,899-CW
(Consolidated Cases)

COURT OF APPEAL
SECOND CIRCUIT
STATE OF LOUISIANA

No. 56,897

GEORGE REAGAN HARDAWAY, NEELY HARDAWAY, CASSIE HARDAWAY, AND RAYLA HARDAWAY MCKISSACK	Plaintiffs-Respondents
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Versus

AEROPRES CORPORATION	Defendant-Respondent
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* * * * *
consolidated with
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No. 56,898-CW

JUANITRIK JONES AS THE ADMINISTRATOR OF THE ESTATE OF HER MINOR CHILD, KASON HAWK; TAMEKIA ALLUMS AS THE ADMINISTRATOR OF THE ESTATE OF HER MINOR CHILD, MAKEL HAWK; AND CHASITY HAWK AS THE ADMINISTRATOR OF THE ESTATE OF HER MINOR CHILD, TATYANA HAWK ALL ON HER BEHALF OF THE DECEASED, CHANCEY HAWK	Plaintiffs-Respondents
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Versus

AEROPRES CORPORATION	Defendant-Respondent
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* * * * *

consolidated with

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No. 56,899-CW

DANIEL PAYNE

Plaintiff-Respondent

Versus

AEROPRES CORPORATION

Defendant-Respondent

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Appealed from the
Twenty-Sixth Judicial District Court for the
Parish of Webster, Louisiana
Trial Court Nos. 80,686; 80,687; 80,688

Honorable Frank H. Thaxton, III, Judge *Ad Hoc*

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RONALD J. MICIOTTO, LLC
By: Ronald J. Miciotto

UNGLESBY LAW FIRM
By: Lewis Owens Unglesby

JOHN SCHUYLER MARVIN
MORRIS & DEWITT, LLC
By: Josh L. Powell

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JUGE, NAPOLITANO, RULI,
PUTFARK & PITTMAN
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Hardaway, and Rayla
Hardaway McKissack

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Tatyana Hawk, and By:
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* * * * *

Before ROBINSON, MARCOTTE, and ELLENDER, JJ.

MARCOTTE, J.

These consolidated civil writs arise from the 26th Judicial District Court, Parish of Webster, the Honorable Frank Thaxton, III presiding. Defendant XTO Energy, Inc. (“XTO”) seeks review of the trial court’s denial of its motion for partial summary judgment on intentional tort. The matter was granted to docket for arguments and briefing in accordance with La. C.C.P. art. 966(H). For the following reasons, we grant the writ and reverse the trial court’s denial of XTO’s motion for partial summary judgment on intentional tort and dismiss plaintiffs’ intentional tort claims with prejudice.

This litigation arises from a flash fire and explosion that occurred at a propane bulk storage and transportation facility (the “Facility”) owned by XTO, leased and operated by Aeropres Corporation (“Aeropres”), and located at 164 Marathon Tank Road in Cotton Valley, Louisiana. On May 9, 2022, Aeropres employees George Hardaway (“Hardaway”), Chancey Hawk (“Hawk”), and Daniel Payne (“Payne”) were transferring liquid propane from a storage tank into an Aeropres tanker truck when they heard a hissing sound and realized that a hose was leaking propane. The connection failed and the hose came loose, spewing over 200 pounds of liquid propane into the air. The propane instantly vaporized and ignited, resulting in an explosion that severely burned Hardaway, Hawk, and Payne. On June 30, 2022, Hawk died from his injuries.

Payne, Hardaway and his family members, and Hawk’s surviving family separately filed petitions for damages, including a wrongful death and survival action in Hawk’s case, against Aeropres, making various claims,

including intentional tort; the three cases were consolidated by the trial court.

Plaintiffs filed supplemental petitions adding XTO as a defendant, alleging the same claims against it. Plaintiffs said that XTO was the owner of the Facility and it supplied the liquid propane involved in the explosion to Aeropres through a pipeline it controlled and owned. Plaintiffs identified the cause of the flash fire, stating that a male coupling and hose assembly connected to the back of the Aeropres tanker failed. Plaintiffs said that XTO was liable under a theory of intentional tort for the defects in the Facility.

XTO answered the petitions and denied all claims.

XTO filed a “Motion for Partial Summary Judgment on Intentional Tort.” XTO argued that plaintiffs filed a claim for intentional tort against Aeropres as the employer of Hardaway, Hawk, and Payne as an exception to the exclusivity rule for workers’ compensation; but plaintiffs later added XTO and made an intentional tort claim against it. XTO argued that, while it did own the Facility, it was not the employer of the three injured Aeropres employees, Aeropres was required by law to follow all applicable safety regulations governing the handling of flammable or explosive materials, Aeropres operated the loading rack with its own employees, equipment, and trucks, and Aeropres completed all capital improvements that were made.

Plaintiffs opposed XTO’s motion for partial summary judgment on intentional tort; they argued that XTO’s liability stemmed from its ownership and not any employment relationship. They stated that their cause of action against the company was that its loading rack was defective and that defect created a situation where, when a gas leak occurred, it accumulated, rather than dissipated, which resulted in the fire and explosion.

The parties submitted on briefs, and on November 7, 2025, the trial court signed a ruling denying XTO's motion for partial summary judgment on intentional tort. XTO seeks review of that ruling, and this court granted its writ to docket.

DISCUSSION

XTO's single assignment of error states that the trial court erred in denying its motion for partial summary judgment on intentional tort.

Plaintiffs acknowledged at oral argument that they do not want to pursue their intentional tort claims against XTO and opposed its motion for partial summary judgment on intentional tort to preserve their claims against Aeropres.

The summary judgment procedure is designed to secure the just, speedy, and inexpensive determination of every action. La. C.C.P. art. 966(A)(2). The procedure is favored and shall be construed to accomplish these ends. *Id.* Appellate courts review summary judgments *de novo* under the same criteria governing the district court's consideration of whether summary judgment is appropriate. *Seaberry v. GoAuto Ins. Co.*, 56,181 (La. App. 2 Cir. 7/16/25), 417 So. 3d 1197.

Because plaintiffs state that they do not wish to pursue their intentional tort claims against XTO, we reverse the trial court and grant XTO's motion for partial summary judgment on intentional tort.

CONCLUSION

For the foregoing reasons, the judgment of the trial court denying summary judgment is reversed, and judgment is entered granting partial summary judgment in favor of XTO Energy Inc. for its motion for partial summary judgment on intentional tort. Plaintiffs' intentional tort claims

against XTO Energy, Inc. are dismissed with prejudice. Costs of the appeal are assessed to plaintiffs.

REVERSED; CLAIMS DISMISSED WITH PREJUDICE.