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Marilyn Burgess - District Clerk Harris County
Envelope No. 86955386
By: Bernitta Barrett
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Cause No. _____

FLNG LIQUEFACTION, LLC; FLNG LIQUEFACTION 2, LLC; AND FLNG LIQUEFACTION 3, LLC	§	**IN THE DISTRICT COURT**
Plaintiffs,	§	**_____ JUDICIAL DISTRICT**
v.	§	
CB&I INC.; ZACHRY INDUSTRIAL, INC.; AND CHIYODA INTERNATIONAL CORPORATION	§	**HARRIS COUNTY, TEXAS**
Defendants.		

PLAINTIFFS' ORIGINAL PETITION

FLNG Liquefaction, LLC; FLNG Liquefaction 2, LLC; and FLNG Liquefaction 3, LLC file this Original Petition against CB&I Inc.; Zachry Industrial, Inc.; and Chiyoda International Corporation, respectfully showing as follows.

I. PRELIMINARY STATEMENT

1. Plaintiffs contracted with Defendants under fixed price, turnkey, engineering, procurement, and construction agreements for the construction of a natural gas liquefaction and liquified natural gas ("LNG") export facility, the details of which are discussed below. Plaintiffs have recently discovered significant defects in the performance of Defendants' work that has caused major damage to key equipment at the LNG facility resulting in substantial repair costs, the shut-down of operations, and other damages. Plaintiffs file this action to recover all damages caused by Defendants failure to comply with their contractual obligations.

II. STATEMENT OF RELIEF

2. Pursuant to Texas Rule of Civil Procedure 47, Plaintiffs assert that they seek monetary relief over $1,000,000 and all the other relief to which they are entitled.

III. DISCOVERY LEVEL

3. This case is intended to be conducted under Discovery Level 3 in accordance with Texas Rule of Civil Procedure 190.4.

IV. PARTIES

4. Plaintiff FLNG Liquefaction, LLC ("FLIQ1") is a Delaware limited liability company with its principal place of business in Houston, Texas.

5. Plaintiff FLNG Liquefaction 2, LLC ("FLIQ2") is a Delaware limited liability company with its principal place of business in Houston, Texas.

6. Plaintiff FLNG Liquefaction 3, LLC ("FLIQ3") is a Delaware limited liability company with its principal place of business in Houston, Texas.

7. Defendant CB&I Inc. ("CB&I") is a Texas corporation with its principal place of business in Houston, Texas. CB&I may be served with process through its registered agent C T Corporation, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

8. Defendant Zachry Industrial, Inc. ("Zachry") is a Delaware corporation with its principal place of business in San Antonio, Texas. Zachry may be served with process through its registered agent C T Corporation, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

9. Defendant Chiyoda International Corporation ("Chiyoda") is a Washington corporation with its principal place of business in Houston, Texas. Chiyoda may be served with process through its registered agent C T Corporation, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

V. JURISDICTION & VENUE

10. Venue is proper in Harris County pursuant to Texas Civil Practice & Remedies Code § 15.020 because the written agreements at issue involve "major transactions" as defined

under the statute, and the parties agreed to venue in Harris County. Specifically, the agreements at issue provide that each party "irrevocably submits to the exclusive jurisdiction of any Federal court or Texas state court sitting in Houston, Texas."

11. This Court has subject matter jurisdiction over this dispute because the amount in controversy is within the jurisdictional limits of this Court.

12. This Court has personal jurisdiction over Defendants because they are citizens of Texas by virtue of having their principal places of business in Texas. Further, Defendants conduct business in Texas, including but not limited to, by entering into contractual relationships and performing work in Texas and maintaining offices and employees in Texas. Defendants have purposefully availed themselves of the benefits and protections of the State of Texas by establishing minimum contacts here, and this Court's exercise of jurisdiction over Defendants does not offend traditional notions of fair play and substantial justice.

VI. FACTUAL BACKGROUND

A. Freeport LNG's Quintana Island Facility

13. Freeport LNG Development, L.P. ("Freeport LNG") is one of the first and largest exporters of LNG. With its joint venture partners, Freeport LNG owns and operates an LNG facility located on Quintana Island near Freeport, Texas (the "LNG Facility").

14. The LNG Facility was previously an LNG import and regasification facility (the "Regas Facility") featuring two 160,000 cubic meter LNG storage tanks, a marine dock that could accommodate the largest LNG tankers in service, and an LNG vaporization system capable of producing over 2 billion cubic feet (Bcf) of gas per day. Construction on the Regas Facility started in 2005, and commercial operations began in 2008. However, by the time the import terminal commenced operations in 2008, the North American natural gas industry had begun to experience

a sea change—the shale gas revolution.

15. In 2010, to take advantage of excess domestic natural gas reserves due primarily to improvements in extracting gas from shale, Freeport LNG began a project to transform the Regas Facility from an import terminal into a natural gas liquefaction and LNG export facility (as defined above, the "LNG Facility").

16. LNG is natural gas that is super-cooled to transform it from a gaseous state into a liquid for ease and safety of non-pressurized storage and transport. Natural gas is converted to a liquid in a liquefaction plant that performs a sequence of processes, which is often referred to as "liquefying" the natural gas. This liquefaction process takes place in processing units that are often referred to as "trains."

17. The LNG Facility, which currently has three liquefaction processing units, or trains, is the first world-scale electric-powered LNG plant in North America. Train 1 was commissioned and began commercial operations in December 2019. Train 2 and Train 3 commenced operations in January and May 2020, respectively. When operating at full capacity, the output from the Facility's three liquefaction trains is enough to decrease the United States trade deficit by 1-2% alone.

18. Each liquefaction train at the LNG Facility uses three General Electric 75 MW motors that power three propane and mixed-refrigerant compressors. The electric motors used at the LNG Facility were selected to allow Freeport LNG to comply with strict local air emissions standards and meet its production and export targets.

B. The EPC Contracts

19. FLIQ1, FLIQ2, and FLIQ3 are affiliates of Freeport LNG.

20. FLIQ1 developed the first LNG train ("Train 1"). FLIQ2 developed the second

LNG train ("Train 2"), and FLIQ3 developed the third LNG train ("Train 3").

21. FLIQ1 and FLIQ2 selected CB&I and Zachry, through a joint venture arrangement, to provide all engineering, procurement, construction, pre-commissioning, commissioning, start-up and testing services for Train 1 and Train 2 on a fixed price, turnkey basis.

22. On December 10, 2013, FLIQ1 entered into a Fixed Price Separated Turnkey Agreement with CB&I and Zachry for the Engineering, Procurement and Construction of the Freeport Train 1 Liquefaction Project ("Train 1 EPC Contract").

23. Also on December 10, 2013, FLIQ2 entered into a Fixed Price Separated Turnkey Agreement with CB&I and Zachry for the Engineering, Procurement and Construction of the Freeport Train 2 Liquefaction Project ("Train 2 EPC Contract").

24. FLIQ3 selected CB&I, Zachry and Chiyoda, through a joint venture arrangement, to provide engineering, procurement, construction, pre-commissioning, commissioning, start-up and testing services for Train 3 on a fixed price, turnkey basis.

25. On March 24, 2015, FLIQ3 entered into a Fixed Price Separated Turnkey Agreement with CB&I, Zachry, and Chiyoda for the Engineering, Procurement and Construction of the Freeport Train 1 Liquefaction Project ("Train 3 EPC Contract").

26. The pertinent provisions of the Train 1 EPC Contract, Train 2 EPC Contract, and Train 3 EPC Contract are virtually identical and are referred to collectively in this Petition as the EPC Contracts. CB&I, Zachry, and Chiyoda, as applicable, are referred to in the EPC Contracts collectively as "Contractor," and will be collectively referred to as "Contractor" in this Petition.

C. Defendants' Obligations Under the EPC Contracts

27. The EPC Contracts establish Contractor's substantive performance standards for the Work. Among other obligations, Defendants agreed to perform all engineering, design,

manufacturing, and fabrication work for Trains 1, 2, and 3 in accordance with applicable codes and standards and in accordance with good engineering and construction practices.

28. Specifically, Section 2.5C of the EPC Contracts provides that:

> "***Contractor shall perform the Work in accordance*** with Applicable Law and ***Applicable Codes and Standards***, whether or not such Applicable Law or Applicable Codes and Standards came into effect before the Effective Date or during the performance of the Work." (emphasis added).

29. Section 3.1A of the EPC Contracts provides that:

> "***the Work*** shall be performed on a turnkey basis and ***shall include*** all ***engineering***, ***procurement,*** construction, pre-commissioning, start-up and testing of the Train [1, 2, and 3] Expansion, all ***Equipment***, construction equipment (including materials, apparatus, structures, supplies, tools, machinery, equipment and scaffolding), spare parts, labor, ***workmanship, inspection, manufacture***, ***fabrication***, installation, ***design***, delivery, transportation, storage, training of Owner's operations and maintenance personnel and all other items or tasks that are set forth in Attachment A, or otherwise required to achieve RFSU, RLFC, Substantial Completion and Final Completion of the Train 3 Expansion in accordance with the requirements of this Agreement, including achieving the Minimum Acceptance Criteria and Performance Guarantees." (emphasis added).

30. Section 3.1A of the EPC Contracts further provides that:

> "***Contractor shall perform the Work in accordance with GECP***, Applicable Law, Applicable Codes and Standards, and all other terms and provisions of this Agreement." (emphasis added).

31. The EPC Contracts define "Good Engineering and Construction Practices" or "GECP" as:

> "***the generally accepted reasonable and prudent practices, methods, skill, care, techniques and standards*** employed by the liquefied natural gas engineering and construction industries with respect to: (i) the ***engineering, procurement,*** construction, pre-commissioning, commissioning, testing and start-up of LNG storage facilities, natural gas treatment facilities and natural gas liquefaction facilities, all in conformance with Applicable Codes and Standards, Applicable Law, and the standards recommended by the suppliers and manufacturers of Equipment provided hereunder; (ii) personnel and facility safety and environmental protection; (iii) efficient scheduling of the Work; and (iv) the reliability and availability of the Facility under the operating conditions reasonably expected at the Site, as specified in Attachment A." (emphasis added).

32. Section 3.2A of the EPC Contracts provides that Contractor's specific obligations include to "***procure***, supply, transport, handle, properly store, ***assemble***, erect and install all ***Equipment***." (emphasis added).

33. Section 3.2B of the EPC Contracts provides that Contractor's specific obligations include to:

> "provide construction, construction management (including the furnishing of all field supplies, tools, construction equipment, and all Site supervision and craft labor), civil/structural, electrical, instrumentation, field design, ***inspection and quality control services required to ensure that the Work is performed in accordance herewith***." (emphasis added).

34. Section 3.2D of the EPC Contracts requires that the Contractor "perform shop and other inspections of the work of Subcontractors and Sub-subcontractors ***to ensure that such work meets all of the requirements of this Agreement***." (emphasis added).

35. Section 3.2R of the EPC Contracts requires that the Contractor "***perform, or cause to be performed, all design and engineering Work in accordance with this Agreement***, including that specified in Section 3.3." (emphasis added).

36. Section 3.3A of the EPC Contracts provides that:

> "Contractor shall, as part of the Work, ***perform, or cause to be performed, all design and engineering Work in accordance with this Agreement*** and cause the Work to meet and achieve the requirements of this Agreement, including achieving the Minimum Acceptance Criteria and Performance Guarantees." (emphasis added).

37. Section 3.3C(6) of the EPC Contracts provides that:

> "Owner's review or approval of any Drawings and Specifications (or Owner's lack of comments or written approval thereof) shall not in any way be deemed to limit or in any way alter Contractor's responsibility to perform and complete the Work in strict accordance with the requirements of this Agreement, and ***in the event that there is a discrepancy, difference or ambiguity between the terms of this Agreement and any Drawings and Specifications, the interpretation imposing the greater obligation on Contractor shall control***." (emphasis added).

38. Section 3.3D of the EPC Contracts provides that:

> "***Contractor shall perform***, or cause to be performed, all design and ***engineering work in accordance with Applicable Law and Applicable Codes and Standards***, and all Drawings, Specifications and design and engineering Work shall be signed and stamped by design professionals licensed in accordance with Applicable Law." (emphasis added).

39. Section 8.2B of the EPC Contracts provides that Contractor remains responsible for breaches of its obligations under the EPC Contracts following Substantial Completion:

> "As between Owner and Contractor, Owner shall bear the risk of physical loss and damage to the Train [1, 2, and 3] Expansion and each component thereof … after Substantial Completion of the Train [1, 2, and 3] Expansion is achieved…. Notwithstanding the foregoing, ***under no circumstances shall this Section 8.2B be interpreted to relieve Contractor of its obligations or liabilities under this Agreement***, including its ***obligations with respect to Defective Work*** and Corrective Work and its obligations under Section 20.1 and under Section 2.B of Attachment O." (emphasis added).

40. Section 12 of the EPC Contracts establishes Contractor's Warranties for its Work. Specifically, under Section 12.1B of the EPC Contracts, Contractor warrants that the Work "including Equipment, and each component thereof" shall be:

> "1. new, complete, and of suitable grade for the intended function and use in accordance with this Agreement;" "2. ***in accordance with all of the requirements of this Agreement***, ***including in accordance with GECP***, Applicable Law and Applicable Codes and Standards;" and "4. ***free from defects in design, material and workmanship***." (emphasis added).

41. Section 12.1C of the EPC Contracts provides:

> "Contractor shall, without additional cost to Owner, use all commercially reasonable efforts to obtain warranties from Subcontractors and Sub-subcontractors that meet or exceed the requirements of this Agreement; provided, however, ***Contractor shall not in any way be relieved of its responsibilities and liability to Owner under this Agreement***, regardless of whether such Subcontractor or Sub-subcontractor warranties meet the requirements of this Agreement, as ***Contractor shall be fully responsible and liable to Owner for its Warranty and Corrective Work obligations and liability under this Agreement for all Work***." (emphasis added).

42. Section 12.1C of the EPC Contracts further provides:

> "All such [Subcontractor and Sub-subcontractor] warranties shall be ***deemed to run to the benefit of Owner*** and Contractor. Such warranties, with duly executed instruments assigning the warranties to Owner, shall be ***enforceable by Owner upon Substantial Completion***. All warranties provided by any Subcontractor or Sub-subcontractor shall be in such form as to permit ***direct enforcement by Contractor or Owner*** against any Subcontractor or Sub-subcontractor whose warranty is called for." (emphasis added).

43. Section 12.1C of the EPC Contracts also establishes that:

> "***Contractor is jointly and severally liable*** with such Subcontractor or Sub-subcontractor with respect to such Subcontractor or Sub-subcontractor warranty."

44. Section 12.3 of the EPC Contracts establishes Contractor's obligation to perform Corrective Work during the Defect Correction Period, which is defined as the 18-month period following Substantial Completion. However, Section 12.3D of the EPC Contracts makes clear that Contractor remains responsible to Owner for failures to comply with its Warranties under the EPC Contracts:

> "Nothing contained in this Section 12.3 shall be construed to establish a period of limitation with respect to other obligations which Contractor might have under the Agreement. Establishment of the ***Defect Correction Period*** relates only to the specific obligation of Contractor to perform Corrective Work, and ***has no relationship to the time within which the obligation to comply with this Agreement may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to perform Corrective Work***." (emphasis added)

D. Defects in the Trains' Motors

45. While the Project experienced Contractor execution delays and other difficulties, after Trains 1, 2, and 3 began commercial operations, no significant defects in Defendants' work were discovered after the expiration of the 18-month Defect Correction Period until recently.

46. On January 17, 2024, the Train 3 Propane Compressor 75 MW Motor ("75 MW Motor") tripped and remained offline, despite several attempts to restart it. Initial investigations indicated that the likely cause of the trip was an electrical fault within a non-accessible portion of

the 75 MW Motor. A subsequent root cause analysis ("RCA") determined that the direct cause of the 75 MW Motor failure was an electrical short caused by loose hardware (bolts, nuts and washers) within the 75 MW Motor that dislodged from a protective panel where they were installed and fell into the 75 MW Motor windings.

47. Specifically, the RCA identified the following root causes of the loose hardware:

a. *Deficient bolt/washer/nut retention assembly design*: Design was not in accordance with manufacturer recommendations or Good Engineering and Construction Practices ("GECP"). Specifically, ***locking nuts were not used to ensure that the hardware remained tightened in place*** within the 75 MW Motor during normal operations within vibration integrity limits. Additionally, ***Nord-Lock washers were placed on only one side of the bolt step up***, which we understand ***is not in accordance with manufacturer recommendations*** that require a Nord-Lock washer on both the bolt and nut sides for proper fastening.

b. *Inadequate quality assurance/quality control during assembly*: There was ***defective workmanship during assembly, including the use of improper parts, as well as differing metals for similar parts***. For example, bolt assembly components in the 75 MW Motor were a mixture of stainless steel and carbon steel parts, and a large shim washer was found within the 75 MW Motor and is not an approved material in the bill of materials, nor is the use of shim washers part of the proper design of the bolt assembly. In addition, ***multiple bolts were identified as being inadequately torqued***.

48. Similar defects have been identified in two other Train 3 motors, which will also require repairs.

49. The RCA identified a separate Defect in the 75 MW motor that also requires repair in order to prevent premature failure in the future. Specifically, significant partial discharge was found on the cable bundles going from the stator to the motor termination boxes in the 75 MW motor. The cause of the discharge was determined to be the excessive length of the cables and the increased bend radius of the cabling. Cable sheath and insulation damage due to excess partial discharge was also found in the other Train 3 motors, requiring repairs to all three Train 3 motors before they could be placed back into service.

50. The same 75 MW Motor are utilized in Trains 1 and 2 of the LNG Facility. Given the prevalence of the Defects in the Train 3 motors, Plaintiffs believed that it was likely that the motors in Trains 1 and 2 are affected by the same Defects.

51. As a result, Plaintiffs implemented enhanced monitoring of Trains 1 and 2 and planned to perform inspections of Trains 1 and 2 after the repairs to Train 3 were completed. However, the enhanced monitoring performed on the Train 1 and 2 motors identified an increase in partial discharge and current abnormalities in one of the Train 2 motors. As such, Train 2 was taken offline for inspection prior to the completion of the repairs to Train 3.

52. Inspections of the Train 2 motors revealed additional workmanship issues, even moreso than those found in the inspections of the Train 3 motors. Not only did all 6 bolt assemblies dislodge from the protective micarta panel (as they did in the damaged Train 3 motor), but the micarta panel itself partially separated due to an approximately two-foot long bolt assembly dislodging from the underside of the panel. While one of the two-foot long bolt assemblies remained in place, the other bolt assembly became fully dislodged from the protective panel and appears to have dropped into the rotor portion of the motor and sheared into numerous smaller pieces (which caused additional damage to the motor internals).

53. The inspection of the Train 2 motor also identified substantial damage to the insulation on the motor's stator. The preliminary boroscope inspection of Train 2's 12K-31 motor identified that some bolt assemblies have dislodged from the micarta panels.

54. Given the extent of the faulty workmanship and poor condition of the bolt assemblies and cabling supports identified in Train 2, Plaintiffs made the decision to take Train 1 offline immediately to mitigate any possibility of damage to the Train 1 motors.

55. FLIQ3 has incurred damages, costs, losses, and expenses as a result of the failure of the 75 MW motor on Train 3 and Contractor's failure to comply with its obligations and Warranties under the EPC Contracts, including investigatory and repair costs, removal and transportation costs for the 75 MW motor to be taken from its installed location to and from the off-site facility for repairs, costs to install a spare 75 MW motor into Train 3, and other costs and expenses incurred by FLIQ3 as a result of the Defects. FLIQ3 also incurred additional damages, costs, losses and expenses to carry out preventative maintenance on the other Train 3 motors.

56. FLIQ1 and FLIQ2 have or will incur similar damages, costs, losses and expenses as a result of the Contractor's failure to comply with its obligations and Warranties under the EPC Contracts in connection with the motors on Trains 1 and 2.

57. Because of Defendants' breaches, it has been necessary for Plaintiffs to retain the undersigned attorneys to prosecute this claim.

58. All conditions precedent to filing this action have or will soon occur.

VII. CAUSES OF ACTION

A. Breach of the EPC Contracts

59. Plaintiffs incorporate and reallege the preceding allegations as if fully set forth below.

60. Plaintiffs entered into the EPC Contracts with Defendants, which constitute valid and enforceable contracts.

61. Defendants have breached their substantive performance obligations under Articles 2 and 3 of the EPC Contracts, as well as their Warranty obligations under Article 12 of the EPC Contracts, by at least the following acts and omissions:

a. Contractor's deficient bolt/washer/nut retention assembly design and its

inadequate quality assurance/quality control during assembly,

b. Contractor's excessive cable length and increased bend radius of cabling resulting in significant partial discharge on the cable bundles, and

c. Contractor's deficient bolt assemblies, causing the bolts to become dislodged from the micarta panels and separation of the micarta panels themselves.

62. Defendants' acts and omissions constitute a breach of their obligations under the EPC Contracts, including, *inter alia*, the obligations to:

a. perform engineering, design, manufacture and fabrication "in accordance with the requirements of this Agreement" under Section 3.1A;

b. "perform the Work in accordance with GECP" under Section 3.1A, which includes "reasonable and prudent practices, methods, skill, care, techniques and standards" for the engineering, design and construction of LNG facilities;

c. "procure" and "assemble, erect and install all Equipment" under Section 3.2A;

d. "provide … inspection and quality control services" under Section 3.2B;

e. inspect the Work of their Subcontractors and "ensure that such work meets all the requirements of this Agreement" under Section 3.2D;

f. "perform, or cause to be performed, all design and engineering Work in accordance with this Agreement" under Section 3.2R and the equivalent language of Section 3.3A;

g. comply with their Warranty that the Equipment and each component thereof

shall be "new, complete and of suitable grade for the intended function and use in accordance with this Agreement" under Section 12.1B(1);

h. comply with their Warranty that the Equipment and each component thereof shall be "in accordance with all of the requirements of this Agreement, including in accordance with GECP" under Section 12.1B(2); and

i. comply with their Warranty that the Equipment and each component thereof shall be "free from defects in design, material and workmanship" under Section 12.1B(3).

63. Plaintiffs have been damaged and are entitled to recover all amounts caused by Defendants' breaches of the EPC Contracts.

64. In addition, because Defendants' acts and omissions constitute gross negligence, Plaintiffs are entitled to recover their lost profits.

65. Because of Defendants' breaches, it has been necessary for Plaintiffs to retain the undersigned attorneys to prosecute this claim. Pursuant to Texas Civil Practice & Remedies Code § 38.001, Plaintiffs are entitled to recover its reasonable and necessary attorneys' fees.

VIII. REQUEST FOR RELIEF

66. Plaintiffs respectfully requests that Defendants be cited to appear and answer, and that Plaintiffs be granted judgment including the following relief:

a. all damages caused by Defendants' breaches of the EPC Contracts;

b. pre-judgment and post-judgment interest at the highest allowable rate;

c. costs and reasonable and necessary attorneys' fees; and

d. all other relief to which Plaintiffs are entitled.

Respectfully Submitted,

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Associated Case Party: FLNG Liquefaction, LLC

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