

**IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT**

United States Court of Appeals
Fifth Circuit

FILED

June 9, 2011

No. 10-30984

Lyle W. Cayce
Clerk

GULF COAST FACILITIES MANAGEMENT, L.L.C.,

Plaintiff-Appellant,

versus

BG LNG SERVICES, L.L.C.; BG NORTH AMERICA, L.L.C.;
BG EXPLORATION AMERICA, INCORPORATED,

Defendants-Appellees.

Appeal from the United States District Court
for the Eastern District of Louisiana
USDC No. 2:09-CV-3822

Before GARWOOD, SMITH, and STEWART, Circuit Judges.

PER CURIAM:*

Gulf Coast Facilities Management, L.L.C. (“Gulf Coast”), was employed by
BG LNG Services, L.L.C. (“BG”) to administer some land owned by BG. Gulf

* Pursuant to 5TH CIR. R. 47.5, the court has determined that this opinion should not
be published and is not precedent except under the limited circumstances set forth in 5TH CIR.
R. 47.5.4.

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Coast would be responsible for, among other things, negotiating subleases, helping collect rent, evict non-paying sublessees, and provide advice related to BG's interests in the area. BG eventually terminated Gulf Coast's services.

Gulf Coast sued, alleging breach of an oral agreement and unjust enrichment, seeking to recover fees earned from subleases entered into by BG during the time it was associated with Gulf Coast. BG moved for summary judgment, arguing that Louisiana law prohibits an unlicensed entity—such as Gulf Coast was—from receiving compensation for real estate services. Under the same theory, BG also sought summary judgment on a counterclaim seeking a return of the funds Gulf Coast had already received from BG. The district court granted summary judgment for BG on Gulf Coast's claims and on BG's counterclaims but left the amount of the refund for trial on the merits. BG then voluntarily dismissed its counterclaim without prejudice.

Gulf Coast appeals the summary judgment. We have read the briefs and pertinent portions of the record and have consulted the applicable law and have heard the arguments of counsel. Because there is no reversible error, the judgment is AFFIRMED.