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THE BUSINESS COURT OF TEXAS
ELEVENTH DIVISION

CAM INDUSTRIAL SOLUTIONS LLC; CAM PLANT SERVICES LLC,	§	
	§	
Plaintiffs,	§	
	§	
v.	§	Cause No. 26-BC11A-0024
	§	
BROWN & ROOT INDUSTRIAL SERVICES, LLC; SIDNEY DALEY,	§	
	§	
Defendants.	§	

MEMORANDUM OPINION AND ORDER GRANTING BROWN & ROOT'S TRADITIONAL MOTION FOR SUMMARY JUDGMENT AND DENYING SIDNEY DALEY'S TRADITIONAL MOTION FOR SUMMARY JUDGMENT

INTRODUCTION

¶ 1. In November 2023, ExxonMobil decided to replace its longtime maintenance contractor at its Baytown Complex. The outgoing contractor, CAM Industrial Solutions LLC (together with CAM Plant Services LLC, "CAM"), alleges that its competitor, Brown & Root Industrial Services, LLC ("Brown & Root"), obtained the work by recruiting CAM personnel and misusing CAM's confidential information.

¶ 2. CAM's allegations center on Sidney Daley, its former Baytown site manager. According to CAM, Daley used his wife's cell phone while still employed by CAM to secretly photograph CAM's proprietary direct-to-pay ("DTP") labor rate sheets and to send the images to Brown & Root. CAM alleges that Brown & Root incorporated those rates into its successful proposal to ExxonMobil. CAM alleges Daley deleted the digital evidence and received a $100,000 payment from Brown & Root. Daley now works for Brown & Root.

¶ 3. CAM has made these allegations before. In March 2024, it sued Brown & Root and several individuals—but not Daley—in Chambers County district court. After deposing Daley as a nonparty, CAM amended its petition to allege the same theory it advances here—that Brown & Root knowingly participated in Daley's breach of fiduciary duty. At trial, CAM presented evidence of the rate-sheet transmission and the $100,000 payment, and asked the court to submit jury questions on Daley's alleged breach and Brown & Root's alleged participation. The court declined on grounds that CAM had not joined Daley as a party. On the questions that were submitted, the jury rejected CAM's trade-secret claims, found that Brown & Root had not interfered with the ExxonMobil contract, and concluded that CAM's former employees had not breached their fiduciary duties. One day before the Chambers County court entered final judgment, CAM filed this action.

¶ 4. Now before this Court are two motions for summary judgment, one filed by Brown & Root on April 27, 2026, and the other by Daley on June 12, 2026. Both defendants contend that the Chambers County judgment precludes CAM's claims, though they stand on different footing. Brown & Root was a party to the earlier action in which CAM pleaded substantially the same knowing-participation theory. Claim preclusion therefore bars that claim. Daley, by contrast, was not a party to the earlier action, and his motion does not conclusively establish privity with any party to that action. Nor has he identified an issue essential to CAM's claims against him that was actually and necessarily decided against CAM in the earlier action.

¶ 5. The Court therefore **GRANTS** Brown & Root's motion and **DENIES** Daley's motion.

BACKGROUND

A. The ExxonMobil contract and Daley's move to Brown & Root.

¶ 6. For decades, CAM provided maintenance and turnaround work at ExxonMobil's Baytown Complex.[1] In late 2023, as CAM was navigating a corporate

[1] Pls.' Pet. ¶ 17.

restructuring, Brown & Root sought to replace CAM as ExxonMobil's primary maintenance contractor.[2]

¶ 7. CAM alleges that Brown & Root succeeded by using confidential pricing information supplied by Daley. According to CAM, Daley transmitted CAM's confidential rate sheets to Robert Collins at Brown & Root, who used those rates in Brown & Root's proposal to ExxonMobil.[3] Daley later left CAM to join Brown & Root and received a $100,000 bonus from his new employer.[4]

B. The Chambers County litigation.

¶ 8. In March 2024, CAM sued Brown & Root, Collins, Darrin Simpson, and two other individuals in the 344th District Court of Chambers County.[5] CAM did not name Daley as a party.

¶ 9. On August 26, 2025, CAM deposed Daley as a nonparty.[6] During the deposition, CAM learned that Daley had transmitted its DTP rate sheets to Brown & Root, received a $100,000 payment, and attempted to conceal evidence of the transmissions.[7] The following day, the Chambers County court extended the discovery deadline to November 10, 2025.[8] Discovery thus remained open for more

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[2] *Id.* ¶ 28.
[3] *Id.* ¶¶ 28, 31.
[4] *Id.* ¶¶ 33, 39.
[5] Brown & Root ("B&R") MSJ Ex. 7 (Pls.' Original Pet.).
[6] B&R MSJ Ex. 11 (Daley Dep. Tr.).
[7] *Id.* at 135:17–137:6, 176:15–177:23; B&R MSJ Ex. 4 ¶ 63 (Pls.' 3d Am. Pet.) (citing Daley Dep. Tr. at 147:8–24); *see also* B&R MSJ Ex. 16 at 44:7–9 (Feb. 3, 2026 Trial Tr.) (playing video from Daley's deposition).
[8] B&R MSJ Ex. 15 (Agreed Am. Scheduling Order).

than ten weeks after Daley's deposition. CAM continued taking discovery during that period and, by its own account, learned additional facts concerning Brown & Root's involvement. On November 26, CAM amended its petition to allege that Brown & Root knew of Daley's fiduciary duties, paid him a $100,000 "bounty" to breach those duties, and used CAM's confidential wage data to displace CAM.[9] Although those allegations centered on Daley's conduct, CAM still did not join him as a party. CAM acknowledges that no scheduling-order deadline prevented it from doing so.[10]

¶ 10. The parties proceeded to a three-week jury trial in early 2026. Daley was a central figure at trial. CAM discussed him in its opening statement and closing argument, called him as witness, questioned other witnesses about his conduct, and presented extensive evidence concerning the rate-sheet transmissions and the $100,000 payment.[11] At the charge conference, CAM requested jury questions on whether Daley breached his fiduciary duty and whether Brown & Root knowingly

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[9] B&R MSJ Ex. 4 ¶¶ 109–12, 148.

[10] MSJ Hr'g Tr. at 56:14–19; *see also id.* at 13:24–14:3; B&R MSJ Ex. 15.

[11] B&R MSJ Ex. 16 at 55:7–23 (Jan. 28, 2026 opening), 29:21–31:14 (Feb. 3, 2026 direct testimony), 64:4–65:19, 73:12–22 (Feb. 3, 2026 other witnesses' testimony), 48:22–50:10, 64:17–66:19, 73:3–7 (Feb. 11, 2026 other witnesses' testimony), 40:3–41:3, 65:18–66:2, 167:5–13 (Feb. 17, 2026 closing); B&R MSJ Ex. 18 (trial exhibit).

participated in that breach.[12] The trial court declined to submit the questions for one stated reason—CAM had not joined Daley as a party.[13]

¶ 11. The submitted charge asked whether CAM owned trade secrets in six categories of information, including its DTP rates.[14] The jury answered "No" to each category.[15] It also found that Brown & Root had not intentionally interfered with the ExxonMobil contract and that neither Collins nor Simpson had breached fiduciary duties owed to CAM's predecessor, Worley Field Services.[16] The jury answered every submitted issue adversely to CAM.

C. This action and the Chambers County judgment.

¶ 12. On March 16, 2026, one day before the Chambers County court signed its final judgment, CAM filed this action against Brown & Root and Daley. CAM asserts claims for breach of contract and breach of fiduciary duty against Daley. Against Brown & Root, CAM again asserts a single claim for knowing participation in Daley's alleged fiduciary breach—the same claim it pleaded in Chambers County.

¶ 13. The next day, the Chambers County court signed a final take-nothing judgment against CAM.[17] At the hearing on entry of judgment, the court stated that

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[12] B&R MSJ Ex. 17 at 20–21 (Pls.' Am. Proposed Jury Charge); B&R MSJ Ex. 16 at 15:16–16:17 (Feb. 17, 2026 charging conference).
[13] *See* B&R MSJ Ex. 16 at 15:16–16:17 (Feb. 17, 2026 charging conference); CAM's Resp. to B&R MSJ Ex. 1 at 38:1–15 (Hr'g on Mot. to Enter J. Tr.).
[14] B&R MSJ Ex. 1 at 5–6 (jury verdict).
[15] *Id.*
[16] *Id.* at 11, 13–14.
[17] B&R MSJ Ex. 2 (Final J.).

the judgment did not adjudicate Daley's liability because Daley had not been sued.[18] Brown & Root's counsel agreed.[19] The court expressly declined to decide what preclusive effect the judgment might carry in future litigation, leaving that issue to whichever court was later asked to decide it.[20]

LEGAL STANDARD

¶ 14. A movant for summary judgment bears the burden to show that no genuine issue of material fact exists and that it is entitled to judgment as a matter of law.[21] When a defendant seeks summary judgment on an affirmative defense, it must conclusively prove every element of that defense.[22] In evaluating whether a fact issue exists, a court takes as true all evidence favorable to the nonmovant, indulges every reasonable inference in the nonmovant's favor, and resolves any doubts against the movant.[23]

ANALYSIS

A. Brown & Root's Motion for Summary Judgment.

1. Claim preclusion and the "first final judgment" rule.

¶ 15. Claim preclusion, or res judicata, "prevents the relitigation of a claim or cause of action that has been finally adjudicated, as well as related matters that,

[18] CAM's Resp. to B&R MSJ Ex. 1 at 35:10–36:5, 38:1–15.
[19] *Id.* at41:5–9.
[20] *Id.* at 35:10–36:5.
[21] *ConocoPhillips Co. v. Koopmann*, 547 S.W.3d 858, 865 (Tex. 2018) (citing TEX. R. CIV. P. 166a(c)).
[22] *First Sabrepoint Cap. Mgmt., L.P. v. Farmland Partners Inc.*, 712 S.W.3d 75, 84 (Tex. 2025).
[23] *ConocoPhillips*, 547 S.W.3d at 865.

with the use of diligence, should have been litigated in the prior suit."[24] The doctrine serves the public policies of bringing litigation to an end, protecting parties from repeated lawsuits, and conserving judicial resources.[25]

¶ 16. To establish claim preclusion, Brown & Root must prove: (1) a prior final judgment on the merits by a court of competent jurisdiction; (2) identity of the same parties or those in privity with them; and (3) a second action based on claims raised or that could have been raised in the first action.[26]

¶ 17. CAM does not dispute that the Chambers County court had jurisdiction, that its judgment was on the merits, or that CAM and Brown & Root were parties to that action. It nevertheless resists the first element on one narrow ground. According to CAM, the Chambers County judgment is not a "prior" judgment because CAM filed this action one day before that judgment was signed. In essence, that argument treats the filing date of the second action as the point at which preclusion must be measured.

¶ 18. CAM's fixation on the date of suit misses the mark. The date of filing is certainly relevant to which court has dominant jurisdiction when parallel cases are

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[24] *Barr v. Resol. Tr. Corp. ex rel. Sunbelt Fed. Sav.*, 837 S.W.2d 627, 628 (Tex. 1992); *accord Hallco Tex., Inc. v. McMullen Cnty.*, 221 S.W.3d 50, 58 (Tex. 2006).
[25] *Eagle Oil & Gas Co. v. TRO-X, L.P.*, 619 S.W.3d 699, 705 (Tex. 2021); *Hallco*, 221 S.W.3d at 58.
[26] *Eagle Oil & Gas Co.*, 619 S.W.3d at 705–06; *Amstadt v. U.S. Brass Corp.*, 919 S.W.2d 644, 652 (Tex. 1996).

pending,[27] but it is immaterial to which judgment carries preclusive effect. When two actions proceed on parallel tracks, it is the first final judgment—not the first-filed petition—that binds the parties in the other action.[28] The Fifth Circuit, applying Texas law, has stated the rule directly: "The first judgment, regardless of when the suits were filed, is given preclusive effect."[29]

¶ 19. This is fatal to CAM's argument. The Chambers County action was filed first and reached final judgment first. The judgment was signed on March 17, 2026,[30] well *before* Brown & Root and Daley filed their motions for summary judgment in this Court. In this setting, "prior" accurately describes the judgment's relationship to the motions in which preclusion is invoked; it does not require the judgment to have been signed before the second lawsuit was filed.[31]

¶ 20. CAM offers no contrary authority. The best it can do is to cite two federal court decisions that do not address this first-judgment rule. In *Warren v. Bank of America, N.A.*, a magistrate judge stated, while resolving a Rule 12(b)(6)

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[27] *In re J.B. Hunt Transp., Inc.*, 492 S.W.3d 287, 294 (Tex. 2016) ("The general common law rule in Texas is that the court in which suit is first filed acquires dominant jurisdiction to the exclusion of other coordinate courts.").

[28] *Mower v. Boyer*, 811 S.W.2d 560, 563 (Tex. 1991) (applying collateral estoppel even when the probate court's final judgment was entered after suit in district court was filed); *AVCO Corp. v. Interstate Sw., Ltd.*, 145 S.W.3d 257, 264 n.9 (Tex. App.—Houston [14th Dist.] 2004, no pet.) (explaining that once one parallel action reaches final judgment, preclusion principles require the other forum to respect it).

[29] *In re Hansler*, 988 F.2d 35, 38 (5th Cir. 1993); *see also Ellis v. Amex Life Ins. Co.*, 211 F.3d 935, 937 (5th Cir. 2000) (when parallel actions involve the same claim, the judgment first rendered becomes conclusive in the other action "regardless of which action was first brought" (quoting RESTATEMENT (SECOND) OF JUDGMENTS § 14) (1982)).

[30] B&R MSJ Ex. 2.

[31] *Mower*, 811 S.W.2d at 563; *Hansler*, 988 F.2d at 38.

motion, that claim preclusion did not apply because the plaintiff had filed the second action four days before final judgment in the first.[32] The court, however, did not discuss *Mower*, *Hansler*, or the law governing final judgments entered during parallel proceedings. Instead, it dismissed the second action on other grounds, only to see the Fifth Circuit affirm on *res judicata grounds*—undercutting the very point CAM draws from it.[33] Similarly, the court in *Morgan v. Texas Department of State Health Services* simply repeated *Warren*'s timing observation and then independently concluded that the later action involved different claims because some of the challenged conduct occurred after the first suit.[34]

¶ 21. Neither case, in short, considered the longstanding rule governing final judgments entered in parallel actions. *Mower*, *Hansler*, and *Ellis* address that question directly. Each holds that it is the order of judgment—not the order of filing—that is controlling for preclusion purposes.

2. CAM's knowing-participation claim arises from the same transaction.

¶ 22. Texas applies a transactional test to the third element of claim preclusion—whether the later action involves a claim that was or could have been

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[32] No. 3:13-CV-1135-M, 2013 WL 8177096, at *5 (N.D. Tex. Nov. 15, 2013), *adopted by*, 2014 WL 1315855 (N.D. Tex. Mar. 27, 2014).
[33] *See Warren v. Mortg. Elec. Registration Sys., Inc.*, 616 Fed. Appx. 735, 736 (5th Cir. July 2, 2015) (per curiam) (describing the summary affirmance, on res judicata grounds, in *Warren II*, No. 14-10540).
[34] No. 3:17-CV-0897-M-BH, 2017 WL 5956822, at *4 (N.D. Tex. Nov. 2, 2017), *adopted by*, No. 3:17-CV-0897-D, 2017 WL 5901025 (N.D. Tex. Nov. 30, 2017).

raised in the earlier action.[35] Under this approach, the subject matter of a lawsuit is defined by the factual matters that make up the gist of the complaint, not the legal theories asserted.[36] Claims arise from the same transaction when the facts are related in time, space, origin, or motivation and form a convenient trial unit.[37] "Any claim that arises out of those facts should be litigated in the same lawsuit."[38]

¶ 23. The two actions filed by CAM are not merely related; their operative facts are the same. Both petitions identify the same fiduciary relationship, the same transmission of DTP rates, the same $100,000 payment, the same Brown & Root proposal, the same ExxonMobil work, and the same alleged injury. The allegations are nearly verbatim:

Chambers County 3rd Amended Petition[39]	**Petition in This Action**
¶ 109: "Brown & Root was similarly aware of CAM Site Manager Sid Daley's fiduciary duties to CAM and knowingly participated in Daley's breach of those duties when Brown & Root solicited Daley to leave CAM to work for Brown & Root in exchange for a $100,000 bonus."	¶ 52: "Brown & Root was aware of Defendant Daley's fiduciary duty to CAM and knowingly participated in Daley's breach of his duty when it enticed Daley to leave CAM to work for Brown & Root by offering him a $100,000 bonus."
¶ 110: "Brown & Root also knew Daley was in possession of CAM's confidential information and trade secrets developed over the decades during which CAM had	¶ 54: "Brown & Root also knew Daley was in possession of CAM's confidential information developed over decades during which CAM had

[35] *Barr*, 837 S.W.2d at 630–31.
[36] *Id.* (explaining that, under the transaction test, a court must examine the factual matters that form the gist of the complaint, not the labels attached to the causes of action); *Zurita v. Lombana*, 322 S.W.3d 463, 474–77 (Tex. App.—Houston [14th Dist.] 2010, pet. denied) (same).
[37] *Barr*, 837 S.W.2d at 631.
[38] *Zurita*, 322 S.W.3d at 474; *see also Barr*, 837 S.W.2d at 630–31.
[39] B&R MSJ Ex. 4.

provided M&T Services at the Baytown Complex and Mont Belvieu Plant. Defendants have used that confidential knowledge and those trade secrets to perform the M&T Services for Exxon after displacing CAM's agreements with Exxon."	provided M&T Services at the Baytown Complex. Defendants unlawfully used that confidential information to perform the M&T Services for Exxon after displacing CAM's scope of work with Exxon."
¶ 111: "Brown & Root similarly participated in Daley's breach of his fiduciary duty to CAM when Defendant Collins induced Daley to send Collins information regarding CAM's direct-to-pay rates for use in Brown & Root's unsolicited bid to Exxon for maintenance and turnaround services at Exxon's Baytown Complex and Mont Belvieu Plant."	¶ 53: "Brown & Root also participated in Daley's breach of his fiduciary duty to CAM when Brown & Root employee Robert Collins induced Daley to send him CAM's DTP rates for Brown & Root's use in preparing an unsolicited bid to Exxon for M&T Services at Exxon's Baytown Complex."
¶ 112: "Brown & Root's knowing participation in the Individual Defendants' and Daley's breaches of fiduciary duty have (1) proximately caused injury to Plaintiffs, and (2) resulted in a benefit to the Defendants."	¶ 55: "Brown & Root's knowing participation in Daley's breach of fiduciary duty has (1) proximately caused injury to CAM, and (2) resulted in a benefit to Defendants."

¶ 24. The overlap extends beyond the pleadings. At trial, CAM introduced evidence of the rate-sheet transmission and the $100,000 payment, argued that the payment was compensation for CAM's confidential information, and requested questions concerning Daley's breach and Brown & Root's knowing participation. The Chambers County court declined to submit the questions only because CAM had not joined Daley. CAM's failure to obtain a finding on knowing participation therefore did not result from a lack of notice or opportunity. It resulted from CAM's strategic decision to proceed to trial without the person whose breach supplied the predicate for that claim.

¶ 25. CAM nevertheless insists that the Chambers County judgment cannot be preclusive because the knowing-participation claim was not "finally determined." That argument conflates issue preclusion with claim preclusion.[40] Issue preclusion requires that a particular issue have been actually litigated and decided.[41] Claim preclusion extends further, barring claims arising from the same transaction that, with reasonable diligence, could have been litigated in the earlier action.[42] The absence of a jury finding may therefore matter to issue preclusion, but it does not answer Brown & Root's claim-preclusion defense.

¶ 26. The record establishes that CAM had a reasonable opportunity to litigate the claim in Chambers County. In determining whether a claim could have been raised through reasonable diligence, Texas courts consider what discovery revealed.[43] Ample notice was provided here. When CAM deposed Daley on August 26, 2025, it learned the central facts underlying its knowing-participation theory: Daley's transmission of the DTP rates; Brown & Root's receipt of that information;

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[40] *See Barr*, 837 S.W.2d at 628 n.2 (criticizing the same conflation).
[41] *Sysco Food Servs., Inc. v. Trapnell*, 890 S.W.2d 796, 801 (Tex. 1994); *Van Dyke v. Boswell, O'Toole, Davis & Pickering*, 697 S.W.2d 381, 384 (Tex. 1985).
[42] *Barr*, 837 S.W.2d at 628 & n.2, 631; *Amstadt*, 919 S.W.2d at 652.
[43] *Jonalstem, Ltd. v. Corpus Christi Nat'l Bank, N.A.*, 923 S.W.2d 701, 704 (Tex. App.—Corpus Christ 1996, writ denied) ("Discovery should put a claimant on notice of any need for alternative pleading . . . .").

and the $100,000 payment. Those facts alerted CAM both to its claim against Brown & Root and to the predicate breach by Daley. Discovery then remained open until November 10—more than ten weeks later—and CAM continued investigating Brown & Root's involvement during that period.[44] By late November, CAM knew enough to amend its petition and plead in detail that Brown & Root had knowingly participated in Daley's alleged breach. It nevertheless did not join Daley.[45]

¶ 27. The record also identifies no procedural obstacle preventing CAM from doing so. CAM acknowledges that the scheduling order imposed no deadline for joining additional parties. Nor is this a circumstance in which CAM tried to add Daley and the trial court refused. CAM never filed an amended petition naming Daley, never sought leave to add him, and never requested a trial continuance for that purpose. Texas courts have applied claim preclusion in less straightforward circumstances, including when an attempted amendment was struck as untimely, when related claims had been voluntarily nonsuited, and when such claims had

[44] *See* B&R MSJ Ex. 15.

[45] At the summary-judgment hearing, CAM stated it did not locate Daley's 2010 confidentiality agreement until shortly before the Chambers County trial and intimated that it might have joined him earlier had Brown & Root produced the agreement. The record does not support shifting responsibility for that delay to Brown & Root. Daley entered the agreement with Jacobs Engineering Group Inc., CAM's predecessor-in-interest, MSJ Hr.g Tr. at 22:21–23:3, and the agreement was therefore within CAM's own possession, custody, or control. The record also reflects that CAM—not Brown & Root—produced the agreement in the Chambers County action. *Id.* at 61:9–17. More fundamentally, the agreement was not a prerequisite to the claim at issue here, which alleges that Brown & Root knowingly participated in Daley's breach of fiduciary duty. By August 2025, CAM knew the facts underlying that theory.

previously been dismissed.[46] Because CAM knew the facts underlying its theory, had time to investigate them, and faced no evident barrier to joining Daley, its knowing-participation claim was one that, with reasonable diligence, could have been resolved in Chambers County.

3. The Chambers County court did not reserve CAM's claim against Brown & Root.

¶ 28. Finally, CAM argues that the Chambers County court reserved CAM's right to pursue the knowing-participation claim in a second action. The record shows no such reservation, however.

¶ 29. It is true that a court may avoid claim preclusion by expressly reserving a party's right to maintain a later action.[47] But the reservation must be express, and the Chambers County court made no such reservation here. Read in context, the judge's comments addressed a narrower point: the judgment would not adjudicate Daley's liability because Daley was not a party.[48] When the discussion turned to the judgment's preclusive effect, the judge declined to decide the question and left it to

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[46] *See Zurita*, 322 S.W.3d at 475–77 (holding later claims barred even though the litigant had attempted to assert related claims and add parties in the first action, but the amendment was struck as untimely); *Weiman v. Addicks-Fairbanks Road Sand Co.*, 846 S.W.2d 414, 421 (Tex. App.—Houston [14th Dist.] 1992, writ denied) (holding that claims voluntarily nonsuited in the first action were barred when they should have been asserted there as compulsory counterclaims); *Williams v. Nat'l Mortg. Co.*, 903 S.W.2d 398, 403–04 (Tex. App.—Dallas 1995, writ denied) (holding that claims dismissed from the first action had to be reasserted there and could not be pursued in a second suit).

[47] *See Swiss Ave. Bank v. Slivka*, 724 S.W.2d 394, 397 (Tex. App.—Dallas 1986, no writ) ("Res judicata will not operate to bar an action where, in the first action, the court expressly refused to decide the issue or expressly reserved the right to maintain the second action.").

[48] CAM's Resp. to B&R MSJ Ex. 1 at 35:10–36:5; 38:1–15.

the court in which the issue was later raised.[49] Declining to determine a judgment's preclusive effect is not the same as reserving a claim for future litigation.

¶ 30. The written judgment also confirms that no claim against Brown & Root was reserved.[50] It directs that CAM take nothing from Brown & Root and denies all relief not expressly granted.[51] It does not exclude the knowing-participation claim, mention this action, or authorize CAM to pursue the claim elsewhere. The oral comments are consistent with that judgment—Daley's liability was not adjudicated because he was not a party, while CAM's claims against Brown & Root were resolved by a final take-nothing judgment.

¶ 31. Brown & Root's counsel did not take a contrary position at the hearing. Counsel agreed only that the judgment did not dispose of Daley.[52] Brown & Root now maintains that the judgment precludes CAM from again suing Brown & Root on a claim arising from the same transaction. The two positions are entirely consistent. Daley was not a party and is not bound by the judgment, while Brown & Root was a party and has a binding final judgment in its favor.

¶ 32. Judicial estoppel therefore does not apply.[53] That doctrine prevents a party that successfully maintained one position in an earlier proceeding from later

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[49] CAM's Resp. to B&R MSJ Ex. 1 at 35:10–36:5.
[50] B&R MSJ Ex. 2.
[51] *Id.*
[52] CAM's Resp. to B&R MSJ Ex. 1 at 41:5–9.
[53] *See Spera v. Fleming, Hovenkamp & Grayson, P.C.*, 25 S.W.3d 863, 871 (Tex. App.—Houston [14th Dist.] 2000, no pet.).

adopting a clearly inconsistent position to obtain an unfair advantage.[54] Brown & Root has taken no inconsistent position.

¶ 33. Because Brown & Root has conclusively established each element of res judicata, its Motion is **GRANTED** on that ground. The Court does not reach Brown & Root's alternative argument for issue preclusion.

B. Daley's Motion for Summary Judgment

¶ 34. Daley also invokes the Chambers County judgment as a basis for summary judgment. But unlike Brown & Root, Daley was not a party to that case. His claim-preclusion defense therefore depends on whether he has conclusively established privity with one of the Chambers County defendants.

1. Daley has not conclusively established privity for claim preclusion.

¶ 35. A judgment ordinarily binds only the parties to an action and those in privity with them.[55] Although Texas law does not prescribe a one-size-fits-all definition of privity, the central inquiry is whether the relationship between the party and the nonparty was sufficiently close that the party represented the same legal right.[56] Texas decisions generally find such a connection when (i) the nonparty controlled the earlier action, (ii) the nonparty's interests were fully represented by a

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[54] *Ferguson v. Bldg. Materials Corp. of Am.*, 295 S.W.3d 642, 643 (Tex. 2009) (per curiam).
[55] *Amstadt*, 919 S.W.2d at 652.
[56] *Getty Oil Co. v. Ins. Co. of N. Am.*, 845 S.W.2d 794, 800–01 (Tex. 1992) ("There is no general definition of privity that can be automatically applied in all res judicata cases; the circumstances of each case must be examined.").

party, or (iii) the nonparty is a successor-in-interest to a party.[57] A shared interest in the facts or the outcome, without more, is not enough.[58]

¶ 36. Daley has not established any of those traditional bases for privity. Nothing in the record shows that Daley directed the Chambers County litigation, selected counsel, funded the defense, determined litigation strategy, or otherwise possessed a right to control the case. Nor does Daley claim to have succeeded to the legal interests of Brown & Root, Collins, Simpson, or any other Chambers County defendant.

¶ 37. The record likewise does not conclusively establish adequate representation. From what the Court can tell, Brown & Root defended its own corporate conduct. Collins and Simpson likewise defended their own actions and whether they had breached duties personally owed to Worley Field Services. No defendant was called upon to defend a claim arising from Daley's obligations under his 2010 confidentiality agreement or his personal fiduciary duties to CAM. The most that can be said is that the defendants in Chambers County shared a common interest in defeating CAM's claims, but this did not require them to represent Daley's distinct legal interests.

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[57] *Amstadt*, 919 S.W.2d at 653.

[58] *See RenewData Corp. v. eMag Sols., LLC*, No. 03-05-00509-CV, 2009 WL 1255583, at *3–5 (Tex. App.—Austin May 6, 2009, pet. denied) (mem. op.) (holding that parties accused of misconduct in second suit were not in privity with defendants in first suit, despite facing similar allegations based on common facts).

¶ 38. Daley's co-conspirator theory does not fill the gap. The authorities he cites do not create a categorical rule that every person whose conduct relates to an alleged conspiracy is in privity with the named defendants.[59] Rather, they turn on whether the first action placed the same conspiracy at issue and whether a party in that action represented the later defendant's interest in disproving it.[60] Here, the Chambers County conspiracy claim identified the alleged conspirators as "the Chambers Defendants"—Brown & Root, Collins, and Simpson—not Daley.[61] The allegations describe Daley as the *object* of the alleged scheme—the person Brown & Root allegedly recruited and paid—not as an alleged co-conspirator. They do not conclusively establish that CAM pleaded Daley as a member of the conspiracy or that any Chambers County defendant undertook to represent his personal interests.

¶ 39. Daley also relies on his employment or compensation arrangement with Brown & Root. But a contractual relationship, standing alone, does not establish privity for claim-preclusion purposes. The relationship must connect the party and nonparty with respect to the legal interest adjudicated in the first action. Nothing about the $100,000 payment made Brown & Root the representative of Daley's interest in whether he breached his confidentiality agreement or fiduciary duties, nor

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[59] Daley MSJ 24–25 (citing *Soon Phat, L.P. v. Alvarado*, 396 S.W.3d 78, 102–03 (Tex. App.—Houston [14th Dist.] 2013, pet. denied), *Lone Star Partners v. NationsBank Corp.*, 893 S.W.2d 593, 598–99 (Tex. App.—Texarkana 1994, no writ), *Jonalstem*, 923 S.W.2d at 705); *see RenewData*, 2009 WL 1255583, at *4–5.
[60] *See Jonalstem*, 923 S.W.2d at 705.
[61] B&R MSJ Ex. 4 ¶ 157.

did it make Daley a successor to any legal interest held by Brown & Root. The case he cites, *FFGGP, Inc., as Trustee of Windward Trace 9131 Land Trust v. MTGLQ Investors, LP*, involved successor-in-interest property rights in a foreclosure dispute.[62] The record here contains no comparable succession of legal rights.

¶ 40. Finally, Daley's reliance on *Lone Star Partners v. NationsBank Corp.* is misplaced.[63] There, the subsequent claim sought to impose liability on a principal based entirely on conduct by an agent that had already been resolved in the agent's favor. The principal's alleged liability was therefore derivative of the agent's. Here, Brown & Root defended claims based on its own conduct, while CAM's claims against Daley turn on his own personal obligations under a confidentiality agreement and his own alleged fiduciary duties. The two sets of claims arise from related events, but Daley's liability is not derivative of Brown & Root's in the sense addressed in *Lone Star Partners*.

¶ 41. To be sure, there is no denying that Daley had a rooting interest in the outcome of the Chambers County case, or that he shared some factual overlap with the defendants there. However, "the mere fact that persons may happen to be interested in the same question or in proving the same state of facts" does not establish privity.[64] Because Daley has not conclusively established control,

[62] 646 S.W.3d 30 (Tex. App.—San Antonio 2022, no pet.).
[63] 893 S.W.2d at 598–99.
[64] *Benson v. Wanda Petroleum Co.*, 468 S.W.2d 361, 363 (Tex. 1971).

adequate representation, succession to a legal interest, or another basis for privity, claim preclusion does not apply.

2. Issue preclusion does not apply because the jury did not necessarily decide an issue that defeats CAM's claims against Daley.

¶ 42. Unlike claim preclusion, issue preclusion may be asserted defensively by a nonparty to an earlier action against a party who participated in that earlier action.[65] The doctrine applies, however, only when the first action actually and necessarily decided an issue identical to one presented in the second action.[66] An issue is actually litigated when it was properly raised, submitted for determination, and determined.[67] Thus, the question is not whether the Chambers County jury heard evidence concerning Daley. It is whether the jury necessarily decided a specific issue that defeats CAM's claims against him.

¶ 43. The jury's trade-secret findings do not satisfy that requirement. The jury found that CAM did not own a trade secret in DTP rates,[68] but that finding does not address whether those rates were *confidential* under Daley's contractual or fiduciary obligations. Statutory trade-secret protection depends on requirements specific to trade-secret law, including whether the information derived independent economic value from not being generally known and whether its owner took

[65] *See Sysco Food Servs.*, 890 S.W.2d at 801–02.
[66] *Id.*; *Van Dyke*, 697 S.W.2d at 384.
[67] *See Van Dyke*, 697 S.W.2d at 384.
[68] B&R MSJ Ex. 1 at 5.

reasonable measures to preserve its secrecy.[69] CAM's claims against Daley present different questions: whether the information fell within his contractual or fiduciary obligations and whether his alleged disclosure violated those obligations. As this Court held in *Unimacts Global, LLC v. Ayr Energy Inc.*, a misuse of confidential information may support a fiduciary-duty claim even when the information does not qualify as a statutory trade secret.[70]

¶ 44. The jury also did not decide whether Daley owed or breached duties to CAM. Question 6 asked only whether Collins and Simpson complied with duties they owed to Worley Field Services.[71] It did not ask about Daley, his duties, or his conduct. The trial court's refusal to submit a question concerning Daley confirms that his potential liability was not actually determined.

¶ 45. The jury's answer on CAM's tortious-interference claim against Brown & Root likewise does not resolve Daley's liability. Question 4 asked whether Brown & Root desired to interfere with CAM's ExxonMobil contract or believed interference was substantially certain to result.[72] That finding concerned Brown & Root's state of mind, not Daley's conduct. CAM's claims against Daley require no showing that Brown & Root intended to interfere with anything. They turn instead

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[69] TEX. CIV. PRAC. & REM. CODE § 134A.002(6); *FMC Techs., Inc. v. Murphy*, 679 S.W.3d 788, 809–10 (Tex. App.—Houston [1st Dist.] 2023, pet. denied).

[70] 2026 Tex. Bus. 31, ¶¶ 7–9, 2025 WL 4737015, at *1–2 (11th Div.) (mem. op.).

[71] B&R MSJ Ex. 1 at 13–14.

[72] *Id.* at 11.

on whether Daley owed contractual or fiduciary obligations to CAM, whether his alleged disclosure of CAM's information breached those obligations, and whether the breach caused CAM damages.

¶ 46. Daley has therefore failed to identify an issue identical to one presented here that was actually and necessarily decided in Chambers County. The jury's findings may relate to some of the same events, but none conclusively defeats CAM's breach-of-contract or breach-of-fiduciary-duty claims against Daley.

¶ 47. His motion is therefore **DENIED**.

CONCLUSION AND ORDER

¶ 48. The Chambers County judgment precludes CAM's knowing-participation claim against Brown & Root. CAM asserted the same claim against the same defendant based on the same operative facts. CAM cannot avoid the judgment's preclusive effect by filing this action one day before that judgment was signed. Nor does the absence of a jury finding on knowing participation prevent claim preclusion, which extends to claims arising from the same transaction that, with reasonable diligence, could have been resolved in the earlier action.

¶ 49. The Chambers County judgment does not, however, entitle Daley to summary judgment on this record. Daley was not a party to the earlier action, and he has not conclusively established that any party represented his legal rights. He also has not identified an issue material to his liability that the Chambers County jury actually and necessarily decided against CAM.

¶ 50. IT IS THEREFORE ORDERED that Defendant Brown & Root Industrial Services, LLC's Traditional Motion for Summary Judgment is **GRANTED** on the ground of claim preclusion. Plaintiffs shall take nothing on their claim that Brown & Root knowingly participated in Sidney Daley's alleged breach of fiduciary duty.

¶ 51. IT IS FURTHER ORDERED that Defendant Sidney Daley's Traditional Motion for Summary Judgment is **DENIED.**

¶ 52. CAM's claims against Daley remain pending. Accordingly, this Memorandum Opinion and Order does not dispose of all claims and parties and is not a final judgment.

IT IS SO ORDERED.

BRIAN STAGNER
Judge of the Texas Business Court,
Eighth Division, *sitting by assignment in the Eleventh Division*

SIGNED: August 10, 2026