



JUGE NAPOLITANO

GUILBEAU RULI FRIEMAN APLC

Jared Price vs Quality Energy Services, Inc., Offshore Marine Contractors, Inc. and W&T Offshore, Inc.

Jared Price's suit was based upon a confirmed accident that occurred on October 17, 2016, while he was employed as a plug and abandon helper for Quality Energy Services (QES) on a platform in West Cameron Block 180—a section of the Gulf operated by W&T Offshore, Inc. on the Outer Continental Shelf.

W&T had time chartered the liftboat L/B TOBY EYMARD from Offshore Marine Contractors, Inc. (OMC). The EYMARD came equipped with its captain and full crew and was chartered to provide crane services and living and galley quarters to the plug and abandon and associated workers on the platform/wells decommissioning project. W&T also contracted with QES to provide plug and abandon services associated with the platform/wells decommissioning.

The QES workers were conducting a tripping operation, which involved inserting drill pipe into a well hole, making use of a vessel-based crane on the L/B TOBY EYMARD, owned and operated by OMC. The tripping operation was being conducted through a joint effort by the OMC-employed crane operator, the QES workers and the W&T contracted Company Man. Upon lifting a particular 30' joint of drill pipe, the end to which the crane line was attached became hung up on a tong arm causing the tail end of the pipe to strike Price knocking him down to the platform floor. The pipe then slipped loose from the crane line and fell upon claimant's left ankle fracturing it above the ankle.

In addition to providing an operable crane, the EYMARD was chartered by W&T through OMC to provide living quarters and a galley for the workers. The W&T platform living quarters were non-operational and it was assumed before the accident that the platform crane was also non-operational given that the entire platform was being decommissioned, consistent with the plug and abandon project ongoing at the time of the accident.

Jared Price initially filed suit against QES, OMC, and W&T asserting Jones Act and alternative 905(b) claims against QES and general maritime and state law claims against OMC and W&T. Subsequently, additional parties were added including Greene's Energy Group, LLC, the direct employer of Joshua Suire, the W&T contracted Company Man, and Industrial Solutions Group, LLC (ISG), the direct employer of Mark Culter, safety consultant providing services to W&T; along with the usual assortment of contractual indemnity claims and demands.

The discovery conducted in this case was substantial. In addition to the corporate depositions of OMC, W&T and QES, the depositions of virtually all of the fact witnesses have been taken, including claimant, Jared Price, Captain John Blake of the TOBY EYMARD, QES employees Randy Hartdegen, supervisor, and co-workers in the Plug and Abandon group, Roy Broussard, Nicholas Billiot, and Christian Broussard. Additionally, the depositions of Jefferson Salter, the W&T Health and Safety supervisor, and Mark Culter, a safety consultant employed directly by Industrial Solutions Group and contracted to W&T, were completed. The last deposition taken was that of Joshua Suire, the W&T contracted Company Man, in November of 2019. The parties have had ample time to engage in and complete discovery.

Juge-Napolitano filed a comprehensive and lengthy motion for summary judgment and supporting memorandum (consisting of 50 pages) and thereafter a reply memo (9 pages). The discussion of deposition testimony in the memos, though not covering every deponent, was presented as sufficient to establish the *prima facie* showing required for summary judgment on the issues in dispute, asserting that there were no genuine issues of material fact with respect to any disputed testimony that would affect or preclude a matter of law ruling that A. claimant was not a Jones Act seaman, and B. that QES was not a vessel entity and had no operational control over the TOBY EYMARD; such that claimant cannot sustain his alternative 905(b) claim against QES.

Price's contact with the TOBY EYMARD was transient, temporal, and sporadic. It also came about quite randomly *based upon the nature of his work* and the manner in which QES obtained P&A projects. Any actions or inactions by QES or its employees that Jared Price would contend caused or contributed to his accident of 10/17/16 were committed qua employer and not qua vessel for 905(b) claim purposes. Thirty-six case decisions were cited and discussed in support of the motion.

Following due consideration, the Judge ruled as a matter of law that Jared Price was not a Jones act Seaman and QES could not have committed any vessel-based negligence. QES was not a vessel entity for purposes of 905b and claimant's counsel professionally conceded this point. A Memorandum Ruling and Order were issued Jan 22, 2021.