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SUPREME COURT OF LOUISIANA

No. 05-C-1042

MARTHA SUIRE, WIFE OF/AND WILLIAM SUIRE

v.

THE WILLIAM G. HELIS COMPANY, L.L.C.

ON WRIT OF CERTIORARI TO THE COURT OF APPEAL
FOURTH CIRCUIT, STATE OF LOUISIANA

PER CURIAM.

Writ granted. The ruling of the court of appeal is reversed. The trial court’s ruling granting GreyStar’s motion for summary judgment is reinstated and the matter is remanded for further proceedings.

Plaintiff, William Suire, was employed by GreyStar Corp. (“GreyStar”), aboard the East Black Bay tank battery, a fixed platform owned by The William G. Helis Company, L.L.C. (“Helis”). Plaintiff claims in his original petition that he was injured at that location and sued Helis for negligence. Plaintiff did not sue his employer.

Helis filed a third party demand against GreyStar for indemnification, based on the master service agreement between the two companies. Third-party defendant GreyStar filed a motion for summary judgment, urging the dismissal of plaintiff’s claim against Helis on the grounds (1) that Helis is plaintiff’s statutory employer pursuant to the contract between Helis and the employer and (2) that plaintiff’s sole remedy is workers compensation.

By amended petition, plaintiff asserted that his original injury on the fixed platform was aggravated “as a result of the nature and circumstances of his employment in connection with his work and time spent aboard vessels until the plaintiff was no longer able to work due to his injury.” Thus, he seeks to assert his

status as a maritime employee so as to claim entitlement to benefits under the Longshore Harbor Workers Compensation Act (“LHWCA”).

Turning first to the original injury asserted, we find that summary judgment was appropriately granted by the trial court. In *Herb’s Welding, Inc. v. Gray*, 470 U.S. 414, 105 S.Ct. 1421, 84 L.Ed.2d 406 (1985), the United States Supreme Court established that a worker injured on a fixed platform within Louisiana state territorial waters is not engaged in maritime employment; thus, the worker is not a seaman and is not entitled to benefits under the LHWCA. Plaintiff’s sole remedy is workers compensation. Due to the contracts between Helis and GreyStar, Helis is the plaintiff’s statutory employer. Thus, plaintiff is not entitled to seek damages in negligence against Helis, the owner of the platform.

Although in the amended petition the plaintiff asserted a cause of action for aggravation of the injury while riding on navigable waters to and from the production facility, the plaintiff failed to do so against a named defendant. Thus, the amended petition does not allege that Helis, or anyone else for that matter, is the responsible party for the alleged aggravation of plaintiff’s alleged injuries.

Considering the court’s action, all other issues raised are pretermitted.