IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

SHANON ROY SANTEE,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Civil Action No. H-21-3489
	§	
OCEANEERING INTERNATIONAL, INC., *et al.*,	§	
	§	
Defendants.	§	

ORDER

Pending before the Court is Defendant Oceaneering International, Inc.'s Motion for Summary Judgment (Document No. 19). Having considered the motion, submissions, and appliable law, the Court determines the motion should be granted.

I. BACKGROUND

This case arises out of a personal injury which occurred on a vessel. Since at least 2004, Plaintiff Shanon Roy Santee ("Santee") has been employed by Defendant Oceaneering International, Inc. ("Oceaneering") as a remote operated vehicle ("ROV") technician. Oceaneering provides subsea products and services to companies focused on the exploration and development of oil and gas resources. On January 11, 2021, Santee was working on the *M/V Deepwater Conqueror* (the "*Deepwater Conqueror*") as a ROV supervisor pursuant to Oceaneering's contract with Defendant Chevron U.S.A. Inc. ("Chevron") when he suffered a shoulder and

back injury while performing maintenance work.[1] At the time, the *Deepwater Conqueror* was performing drilling operations in the Gulf of Mexico pursuant to the terms of an agreement between Defendant Transocean Offshore Holdings, Ltd. ("Transocean"), an offshore drilling contractor, and Chevron. Neither Oceaneering, Transocean, nor Chevron (collectively, "Defendants") owned or operated the *Deepwater Conqueror*.[2] On January 13, 2021, Santee reported his alleged injury to Transocean which was documented in an incident report form.

Based on the foregoing, on September 14, 2021, Plaintiff commenced this action in the Harris County District Court for the 165th Judicial District, asserting: (1) a negligence cause of action under the Jones Act against Defendants; (2) unseaworthiness against Defendants; and (3) failure to pay maintenance and cure against Oceaneering. On October 22, 2021, Chevron removed this action with the consent of Transocean and Oceaneering on the basis of federal question jurisdiction under the Outer Continental Shelf Lands Act ("OCSLA"). On November 19, 2021, Santee moved to remand. On January 27, 2022, the Court denied Santee's motion

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[1] Santee's original petition alleges he sustained his injuries on January 1, 2021. However, Oceaneering and Defendant Transocean Offshore Holdings, Ltd. show Santee was not aboard the *Deepwater Conqueror* on January 1, 2021, and the incident report Santee completed regarding the alleged accident states he sustained the injury on January 11, 2021. Therefore, the Court assumes for the purposes of this Order the alleged accident occurred on January 11, 2021 and not on January 1, 2021.

[2] The owner and operator of the *Deepwater Conqueror* was Triton Conqueror GmbH, who has not been named in this suit.

for remand, finding Santee was not a Jones Act seaman. On April 7, 2022, Oceaneering moved for summary judgment. On April 29, 2022, Santee moved for reconsideration of its motion to remand. On April 29, 2022, the Court denied Santee's motion for reconsideration.

II. STANDARD OF REVIEW

Summary judgment is proper when "there is no genuine dispute as to any material fact and the movant is entitled to a judgment as a matter of law." Fed. R. Civ. P. 56(a). The Court must view the evidence in a light most favorable to the nonmovant. *Coleman v. Hous. Indep. Sch. Dist.*, 113 F.3d 528, 533 (5th Cir. 1997). Initially, the movant bears the burden of presenting the basis for the motion and the elements of the causes of action upon which the nonmovant will be unable to establish a genuine dispute of material fact. *Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986). The burden then shifts to the nonmovant to come forward with specific facts showing there is a genuine dispute for trial. *See* Fed. R. Civ. P. 56(c); *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 586–87 (1986). "A dispute about a material fact is 'genuine' if the evidence is such that a reasonable jury could return a verdict for the nonmoving party." *Bodenheimer v. PPG Indus., Inc.*, 5 F.3d 955, 956 (5th Cir. 1993) (citation omitted).

But the nonmoving party's bare allegations, standing alone, are insufficient to create a material dispute of fact and defeat a motion for summary. If a reasonable

jury could not return a verdict for the nonmoving party, then summary judgment is appropriate. *Liberty Lobby, Inc.*, 477 U.S. at 248. The nonmovant's burden cannot be satisfied by "conclusory allegations, unsubstantiated assertions, or 'only a scintilla of evidence.' " *Turner v. Baylor Richardson Med. Ctr.*, 476 F.3d 337, 343 (5th Cir. 2007) (quoting *Little v. Liquid Air Corp.*, 37 F.3d 1069, 1075 (5th Cir. 1994)). Uncorroborated self-serving testimony cannot prevent summary judgment, especially if the overwhelming documentary evidence supports the opposite scenario. *Vais Arms, Inc. v. Vais*, 383 F.3d 287, 294 (5th Cir. 2004). Furthermore, it is not the function of the Court to search the record on the nonmovant's behalf for evidence which may raise a fact issue. *Topalian v. Ehrman*, 954 F.2d 1125, 1137 n.30 (5th Cir. 1992). Therefore, "[a]lthough we consider the evidence and all reasonable inferences to be drawn therefrom in the light most favorable to the nonmovant, the nonmoving party may not rest on the mere allegations or denials of its pleadings, but must respond by setting forth specific facts indicating a genuine issue for trial." *Goodson v. City of Corpus Christi*, 202 F.3d 730, 735 (5th Cir. 2000).

III. LAW & ANALYSIS

Oceaneering contends it is entitled to summary judgment because it is immune from tort liability under the Longshore and Harbor Workers' Compensation Act's ("LHWCA") exclusive remedy provision. Santee contends: (1) there is a genuine

issue of material fact as to his seaman status which the Court should reconsider; and (2) summary judgment is premature.

Under OSCLA, when an employee is injured "as a result of operations conducted on the outer Continental Shelf for the purpose of exploring for, developing, removing, or transporting by pipeline the natural resources," his exclusive remedy lies in the LHWCA. 43 U.S.C. §1333(b); *Mosley v. Wood Grp. PSN, Inc.*, 760 F. App'x 352, 358 (5th Cir. 2019) (per curiam). Under the LHWCA, if an employer participates in the compensation scheme required by the LHWCA, then the "liability of [the] employer . . . shall be exclusive and in place of all other liability of such employer to the employee." 33 U.S.C.§ 905(a). Further, to invoke the exclusive remedy provision under the LHWCA, an employer need only have LHWCA insurance at the time of the employee's injury. *Raicevic v. Fieldwood Energy, L.L.C.*, 979 F.3d 1027, 1035 (5th Cir. 2020).

Here, Oceaneering produces evidence it participates in the compensation scheme under the LHWCA, and the LHWCA insurance policy (the "Policy") was in effect between October 31, 2020 and October 21, 2021.[3] Santee alleges he was injured in January 2021, meaning his alleged injury occurred while the Policy was in effect. Santee's response to the motion for summary judgment, on the other hand,

[3] *Defendant Oceaneering International, Inc.'s Motion for Summary Judgment*, Document No. 19, Exhibit 1, ¶ 4.

attempts to relitigate the issue of Santee's seaman status (or lack thereof) rather than respond to Oceaneering's argument. In the response, Santee presents a declaration detailing his job duties on the *M/V Deepwater Conqueror* to show he is a seaman,[4] and maintenance checks from Oceaneering.[5] Santee contends this evidence shows Santee is, in fact a seaman, and should be allowed to maintain his Jones Act claims. However, Santee's seaman status is no longer at issue.[6] Regardless, Santee fails to create a genuine issue of material fact as to whether the LHWCA's exclusive remedy provision applies, immunizing Oceaneering from tort liability. Given that Oceaneering was both a subscriber to the LHWCA compensation plan and Santee's employer at the time of Santee's injury, the Court finds Oceaneering may invoke the exclusive remedy provision under the LHWCA and is therefore immune from all other tort actions, including under the Jones Act. Thus, the Court finds Santee's exclusive remedy lies under the LHWCA, not the Jones Act. Accordingly, summary judgment as to Santee's claims against Oceaneering is granted.

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[4] *Plaintiff's Memorandum in Opposition to Oceaneering's Motion for Summary Judgment and Request for Reconsideration*, Document No. 21, Exhibit 1 (*Declaration of Shanon Roy Santee*).

[5] *Plaintiff's Memorandum in Opposition to Oceaneering's Motion for Summary Judgment and Request for Reconsideration*, Document No. 21, Exhibit 2 (*Maintenance Checks*).

[6] *See Order*, Document No. 17 (denying Santee's motion for remand and finding Santee is not a seaman).

IV. CONCLUSION

Based on the foregoing, the Court hereby

ORDERS that Defendant Oceaneering International, Inc.'s Motion for Summary Judgment (Document No. 19) is **GRANTED.**

SIGNED at Houston, Texas, on this 21 day of July, 2022.

DAVID HITTNER
United States District Judge