

United States Court of Appeals
for the Fifth Circuit

United States Court of Appeals
Fifth Circuit

FILED

October 9, 2026

Thomas B. Plunkett, III
Clerk

No. 25-20567

CODY ALLEMOND,

Plaintiff—Appellant,

versus

TALOS QN EXPLORATION, L.L.C.; QUARTERNORTH ENERGY,
L.L.C.,

Defendants—Appellees.

Appeal from the United States District Court
for the Southern District of Texas
USDC No. 4:24-CV-2560

Before JONES, SOUTHWICK, and DUNCAN, *Circuit Judges*.

PER CURIAM:*

The owner of an offshore platform contracted with a company for welding services. The plaintiff was one of the welders and sustained injuries while making repairs on the platform off the coast of Louisiana. He brought suit against the owner of the platform. The district court granted summary judgment for the platform owner. On appeal, the plaintiff argues there are

* This opinion is not designated for publication. *See* 5TH CIR. R. 47.5.

No. 25-20567

genuine disputes of material fact as to whether the needed repair made the platform unreasonably dangerous, and whether the platform owner exercised operational control over the independent contractors. We AFFIRM.

FACTUAL AND PROCEDURAL BACKGROUND

Plaintiff Cody Allemond was an employee of Acadian Contractors. Acadian had entered a contract to provide welding services to defendant QuarterNorth Energy LLC, renamed Talos QN Exploration LLC by the time of this suit.¹ The overall project was the decommissioning of defendants' oil and gas drilling platform located on the Outer Continental Shelf adjacent to Louisiana.

Allemond's injuries occurred on March 30, 2024. To understand the work he was assigned, some terms need to be defined. A casing string is a long stretch of connected oilfield pipes, one inside the other, lowered into a wellbore and cemented into place. The different pipes serve different purposes in allowing the well to be drilled and production obtained. A conductor pipe is the casing on the outside of a casing string. Here, a conductor pipe was moving and needed to be secured. The work was assigned to Acadian, and Acadian used the plaintiff and other employees to perform the work. Besides welding, the work included placing a heavy-duty strap called a "come-along" on the conductor to reduce its movement.

Allemond's role was to weld support braces to add to the stability of the conductor. During that work, he placed his left hand on the first stabilizer he had just welded into place; when the conductor moved, it pinched his left index finger, amputating his fingertip.

¹ The amended complaint asserts its claims against both companies. The district court's opinion refers to them as the "defendants," plural, though it appears it is one company. We will use the plural as well.

No. 25-20567

In July 2024, Allemond brought suit in the United States District Court, Southern District of Texas, claiming that his injuries were caused by Talos’s negligence. After discovery, the defendants moved for summary judgment. In November 2025, the district court issued a detailed opinion granting summary judgment to the defendants. This appeal timely followed.

DISCUSSION

We give *de novo* review on appeal to a grant of summary judgment. *Renwick v. PNK Lake Charles, L.L.C.*, 901 F.3d 605, 611 (5th Cir. 2018). Reversal is required if the record reveals a genuine dispute of material fact. *Id.* If the party moving for judgment shows that the other party’s case lacks support, then “the non-movant must come forward with specific facts showing a genuine factual issue for trial.” *Id.* (internal quotation marks omitted) (quoting *TIG Ins. Co. v. Sedwick James of Washington*, 276 F.3d 754, 759 (5th Cir. 2002)).

The Outer Continental Shelf Lands Act (“OCSLA”) provides that there is exclusive federal jurisdiction on the Outer Continental Shelf. 43 U.S.C. § 1333(a)(1)(A). Further, federal courts are where claims such as those in this lawsuit must be brought:

the district courts of the United States shall have jurisdiction of cases and controversies arising out of, or in connection with (A) any operation conducted on the outer Continental Shelf which involves exploration, development, or production of the minerals, of the subsoil and seabed of the outer Continental Shelf, or which involves rights to such minerals

Id. § 1349(b)(1).

Federal courts, when carrying out their exclusive role, are to apply the laws of the adjacent states when “they are applicable and not inconsistent with” federal law. *Warner v. Talos ERT, L.L.C.*, 133 F.4th 412, 424 (5th Cir. 2025) (quoting 43 U.S.C. § 1333(a)(2)(A)). This platform was located off the

No. 25-20567

coast of Louisiana. OCSLA therefore requires us to apply Louisiana law to this dispute to the extent no inconsistency with federal law arises. *Id.*

Allemond presents two challenges to the summary judgment:

(1) the district erred when it found that the shifting conductor pipe was not an unreasonably dangerous condition; and,

(2) the district court erred when it found no genuine dispute of material fact on the issue of the defendants' exercise of operational control over its independent contractors.

We will address them in that order.

1. Unreasonably dangerous condition

This court has previously analyzed Louisiana law regarding what that state calls ownership or custody of a "defective thing." Here, the allegedly defective thing was the conductor that Acadian was to secure.

"To recover for damages caused by a defective thing, a plaintiff must prove" that (1) "the thing was in the defendant's custody," (2) "the thing contained a defect that presented an unreasonable risk of harm to others," (3) the "defective condition caused damage," and (4) "the defendant knew or should have known of the defect." *Renwick*, 901 F.3d at 616 (quoting *Luquette v. Great Lakes Reinsurance (Uk) PLC*, 16-422 (La. App. 5 Cir. 12/21/16), 209 So.3d 342, 348)).

To determine whether a defect presented an unreasonable risk of harm, Louisiana courts employ a four-part risk-utility balancing test. *See id.* at 617. The four factors are (1) "the utility of the complained-of condition," (2) "the likelihood and magnitude of harm, including the obviousness and apparentness of the condition," (3) "the cost of preventing the harm," and (4) "the nature of the plaintiff's activities in terms of social utility or whether the activities were dangerous by nature." *Farrell v. Circle K Stores, Inc.*,

No. 25-20567

2022-00849 (La. 3/17/23), 359 So.3d 467, 474. The significant factor here is the last one. We briefly assess the first three.

Utility. Allemond asserts that the conductor here had no social utility because it was malfunctioning. We find no relevance to that fact. This court has already held that some component parts of an oil and gas platform are “basic and essential,” and the platforms themselves are structures with “obvious social and economic benefits.” *Ladue v. Chevron, U.S.A., Inc.*, 920 F.2d 272, 277 (5th Cir. 1991).

Magnitude of harm and obviousness of condition. It may be that Allemond was not subjectively aware that the conductor was still capable of moving with the “come-along” already in place, but the evidence is that he was told prior to the work: “Be aware of hand placement. Keep fingers out of pinch points.” A pinch point is what, unfortunately, caused the injury.

Cost of preventing harm. Allemond lists five potential courses of action, including a more specific identification of pinch points and a second “come-along.” But at summary judgment, Allemond provided no evidence about the costs, the practicality, or other details about these additional measures.

Nature of plaintiff’s activities. On this last consideration, we evaluate whether the moving conductor was unreasonably dangerous to Allemond, not to some generic person. “[A] significant factor in determination of whether a risk is unreasonable” is the plaintiff’s status as a repairman. *Celestine v. Union Oil Co. of California*, 94-1868 (La. 4/10/95), 652 So.2d 1299, 1305. Also of relevance to our analysis is the repairman’s “degree of knowledge,” whether the repairman was injured “by the very condition they were hired to repair,” and “the reasonableness of presuming that a particular repairman is cognizant of the particular risks, and the ability of the repairman to minimize such risks.” *Id.* at 1302–04. However, “the determination of

No. 25-20567

whether a particular risk of harm is reasonable is a matter wed to the facts of the case.” *Id.* at 1304.

The record here shows, and Allemond does not contest, that he knew he was welding support braces onto the platform to limit the movement of the conductor. The movement of the conductor is what injured him. It further shows that welding support braces onto the platform was a routine job. Allemond, an experienced welder who had previously worked on offshore platforms, had performed this task before. From this prior experience, Allemond knew to avoid pinch points. Nevertheless, on the morning of the accident Allemond was advised, by our count at least, seven times, both orally and in writing, to avoid pinch points through his hand and finger placement. The workers on the platform were told that rough seas were coming in, and they understood that this meant the conductor was at risk of moving. Ultimately, however, Allemond was injured by the very condition he was hired to repair.

Allemond provides evidence that he was not repairing the moving conductor itself but was welding iron support braces onto the cellar deck to secure the conductor, which required him to work near but not on this known hazard. Allemond also provides evidence that he did not install the come-along, select it, or inspect it. These facts are immaterial to our analysis as they do not affect the fact that Allemond was aware of the hazard that injured him and was making repairs that at least were closely related to the danger that caused his injury. *E.g., Ladue*, 920 F.2d at 277.

Allemond’s main contention is that he was not subjectively aware that the conductor was able to move at the time he started welding, and that he could not see the conductor moving because his welding visor was on. Even if this creates a genuine factual dispute as to the second and fourth parts of Louisiana’s risk-utility balancing test, the disputes still must be material.

No. 25-20567

It is not unreasonably dangerous for an unstable conductor to move as the welder hired to remedy that defect attempts to stabilize it. *See Ladue*, 920 F.2d at 273, 277; *Celestine*, 652 So.2d at 1301, 1305. The fact that a repairman is, at the time of the incident, subjectively unaware of a risk which extensive experience has prepared the repairman for does not change our analysis. *See Fisher v. Villere*, 2020-0242 (La. App. 4 Cir. 2/24/21), 313 So.3d 1282, 1286, 1290–91. That is especially true in this case where the repairman was reminded of that risk seven times before the accident occurred. We conclude that Allemond was “presumptively cognizant” of the accompanying risks and “able to minimize them.” *Ladue*, 920 F.2d at 278.²

Allemond urges us to interpret the *Renwick* precedent we have already cited as showing the factual issues here are matters for consideration by a fact-finder under Louisiana’s comparative fault rules. *Renwick*, 901 F.3d 605. That appeal was in a case involving a repairman, but the hazard was not the one the plaintiff had been employed to repair.

In *Renwick*, the plaintiff’s company had been hired to clean a casino restaurant’s ventilation equipment, some of which was on the roof of the structure. *Id.* at 609. Over the multi-year performance under the cleaning contract, the cleaning “crew members would access the hotel roof via ladders that leaned across the casino-hotel gap and that were typically tied to a railing on the casino roof.” *Id.* at 610. The plaintiff Renwick was one of the employees of the contractor. While on one of the ladders, Renwick lost his

² Allemond argues that our decision in a different case involving Talos proves that he provided sufficient evidence to survive summary judgment. *See Warner v. Talos ERT, L.L.C.*, 133 F.4th 412 (5th Cir. 2025). However, premises liability was not at issue in *Warner*. *See id.* at 425–27. *Warner* discussed the “unsafe-work-practices exception” to Louisiana law’s independent contractor defense and whether Talos had assumed a duty to ensure the safety of its independent contractors. *Id.* Allemond’s reliance on this decision to advance a theory of premises liability is inapt. *See id.*

No. 25-20567

balance and fell a considerable distance. *Id.* His suit for his injuries survived summary judgment because this court concluded that even if Renwick was negligent in failing to inspect the ladder's stability before using it, that negligence was a component of comparative fault, which could be offset by the negligence of the defendant and, potentially, of others. *Id.* at 617–18. The court concluded that section of the opinion by footnoting it was “unclear whether Renwick qualifies as a ‘repairman’ within the meaning of this doctrine, since he was not injured ‘while repairing the alleged defect’ in the ladder.” *Id.* at 618 n.16 (quoting *Celestine*, 652 So.2d at 1304).

The parties dispute whether *Renwick*'s discussion was limited to the second factor of the risk-utility test (obviousness of the condition), to the fourth factor (the knowledge of a repairman), or applied to the entire test. We at least see that *Renwick* is not a clear match for this case because that plaintiff was not injured while working on the defect he was hired to repair. *See id.* at 609–10. Further, if a repairman's injuries that arise from the known hazards of the specific repairs they have been employed to make are usually sent to fact-finders for comparative-fault analysis, then there is little left of any special consideration under Louisiana law for hazards to repairmen.

Significantly, “[t]he phrase ‘unreasonably dangerous’ . . . has no discernible content of its own”; there is “no constant person . . . with respect to whom the reasonableness of a given risk is to be measured.” *Celestine*, 652 So.2d at 1304 (quoting *Ladue*, 920 F.2d at 277). For that reason, Louisiana courts determine “the reasonableness of a given risk ‘vis-à-vis the plaintiff.’” *Id.* (quoting *Ladue*, 920 F.2d at 277). Allemond failed to establish the

No. 25-20567

existence of a genuine dispute of material fact that the moving conductor was unreasonably dangerous as to him.³

2. Operational control

Allemond contends that the district court erred when it found no issue of material fact regarding operational control. Allemond argues that Anthony Daw, an employee of a company who is not a party, was functioning as the “eyes and ears” of the defendants’ project manager, Scotty Godchaux. Daw exercised extensive control over the way work was performed on the platform. Allemond argues that Daw communicated daily with Godchaux, submitted daily reports to him, and received directions from him.

These are arguments in an appellate brief. We cannot consider them unless evidence and argument on this issue were given to the district court in response to Talos’s motion for summary judgment. *See Indigenous Peoples of Coastal Bend v. U.S. Army Corps of Eng’rs*, 132 F.4th 872, 882 (5th Cir. 2025). In district court, Allemond did not contest that Allemond’s employer Acadian and a second company engaged in work on the platform were independent contractors. In district court, there was no argument that the defendants exercised operational control over these contractors. The issue of operational control is forfeited.

AFFIRMED.

³ Because we give *de novo* review to this grant of summary judgment, there is no need to address Allemond’s argument that the district court overlooked genuine disputes of material fact.