

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
LOUISIANA

Renell Williams v. Starr Indemnity & Liability Co. et al.

No. 24-2869 (E.D. La. Feb. 18, 2026) · No. No. 24-2869 · Decided February 18, 2026

SUMMARY

The United States District Court for the Eastern District of Louisiana granted Venture Global Plaquemines LNG, LLC’s motion for summary judgment in a workplace-injury action brought by Renell Williams. The court held that Venture Global was Williams’s statutory employer under the Louisiana Workers’ Compensation Law because the parties’ master service agreement recognized the relationship and the security services were integral and essential to Venture Global’s business, including during facility construction. Williams’s tort claims were dismissed with prejudice because workers’ compensation was her exclusive remedy.

CASE DETAILS

COURT	United States District Court for the Eastern District of Louisiana
WRITING FOR THE COURT	Jane Triche Milazzo
JURISDICTION	United States District Court for the Eastern District of Louisiana
DECIDED	February 18, 2026
DOCKET	No. 24-2869
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff brought Louisiana-law negligence claims in state court after a workplace slip-and-fall. The action was removed to federal court on diversity grounds. Venture Global moved for summary judgment, asserting statutory-employer immunity under the Louisiana Workers' Compensation Law.
STANDARD OF REVIEW	Summary judgment is appropriate when the record shows no genuine dispute of material fact and the movant is entitled to judgment as a matter of law. The court views the facts and reasonable inferences in the light most favorable to the nonmovant; after the movant satisfies its initial burden, the nonmovant must identify specific evidence creating a genuine issue for trial.
PRECEDENTIAL VALUE	unpublished

PARTIES

Renell Williams v. Starr Indemnity & Liability Co., Venture Global
Plaquemines LNG, LLC

TOPICS

summary judgment

workers compensation

civil procedure

negligence

construction law

PRACTICE AREAS

workers compensation

negligence

civil procedure

summary judgment

QUESTIONS PRESENTED

1. Whether Venture Global qualified as Williams's statutory employer under Louisiana Revised Statutes § 23:1061.
2. Whether the security services provided during construction of Venture Global's LNG facility were integral to or essential for Venture Global's business, thereby sustaining the statutory-employer presumption.
3. Whether Williams showed under Federal Rule of Civil Procedure 56(d) that additional discovery was necessary before deciding the summary-judgment motion.
4. Whether statutory-employer status made workers' compensation Williams's exclusive remedy and barred her negligence claims against Venture Global.

HOLDINGS

1. A written contract recognizing a statutory-employer relationship creates a rebuttable presumption that the principal is the contractor's employees' statutory employer under Louisiana Revised Statutes § 23:1061(A)(3). Because the Master Service Agreement expressly recognized Venture Global as Stratigos employees' statutory employer, the presumption applied to Williams.
2. Security services provided at Venture Global's LNG facility during construction were integral to and essential for Venture Global's business. The facility's construction status did not distinguish the case from decisions treating security services and construction-related work as integral to industrial operations.
3. Williams was not entitled to deferment or additional discovery because she provided neither the required affidavit or declaration nor specific facts showing that additional discovery would create a genuine issue of material fact.
4. Because Venture Global was Williams's statutory employer, the Louisiana Workers' Compensation Law made workers' compensation her exclusive remedy and immunized Venture Global from her tort claims.

KEY QUOTATIONS

“When the contract recognizes a statutory employer relationship, there shall be a rebuttable presumption of a statutory employer relationship between the principal and the contractor’s employees, whether direct or statutory employees.” (3)

“Because Venture Global is Plaintiff’s statutory employer, Plaintiff’s exclusive remedy is under the LWCL, which immunizes Venture Global from the tort claims asserted here.” (6-7)

FACTUAL BACKGROUND

Williams worked as a security guard for Stratigos Dynamics at Venture Global's liquefied natural gas facility. On November 10, 2023, she allegedly slipped and fell while exiting a guard shack at the facility, which was then under construction. Stratigos provided security services by monitoring and controlling access points and ensuring that only authorized personnel entered the facility. A Master Service Agreement recognized Venture Global as the statutory employer of Stratigos's employees and stated that the work was integral to Venture Global's ability to generate its goods, products, and services.

PROCEDURAL HISTORY

Williams sued Venture Global, Stratigos Dynamics, Inc., and Starr Indemnity and Liability Company in state court. The case was removed on diversity grounds; Stratigos and Starr were later dismissed. The court granted Venture Global's motion for summary judgment and dismissed Williams's claims with prejudice.

DISPOSITION

other

CASES CITED

- *Sherman v. Hallbauer*, 455 F.2d 1236, 1241 (5th Cir. 1972)
- *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986)
- *Coleman v. Houston Indep. Sch. Dist.*, 113 F.3d 528, 532 (5th Cir. 1997)
- *Engstrom v. First Nat'l Bank of Eagle Lake*, 47 F.3d 1459, 1462 (5th Cir. 1995)
- *Celotex Corp. v. Catrett*, 477 U.S. 317, 324 (1986)
- *John v. Deep E. Tex. Reg. Narcotics Trafficking Task Force*, 379 F.3d 293, 301 (5th Cir. 2004)
- *Badon v. R J R Nabisco, Inc.*, 224 F.3d 382, 394 (5th Cir. 2000)
- *Little v. Liquid Air Corp.*, 37 F.3d 1069, 1075 (5th Cir. 1994)
- *Boudreaux v. Bancotec, Inc.*, 366 F. Supp. 2d 425, 430 (E.D. La. 2005)
- *Ramos v. Tulane Univ. of Louisiana*, 951 So. 2d 1267, 1270 (La. App. 4 Cir. 2006)
- *Hodges v. The Mosaic Co.*, No. 05-5201, 2007 WL 2008503, at *3 (E.D. La. July 6, 2007), *aff'd sub nom. Hodges v. Mosaic Fertilizer LLC*, 289 F. App'x 4 (5th Cir. 2008)
- *Oliver v. Day & Zimmermann*, No. 05-3072, 2006 WL 508047, at *2 (E.D. La. Feb. 22, 2006)
- *Jackson v. Conoco Phillips Co.*, No. 10-4629, 2011 WL 3754652, at *3 (E.D. La. Aug. 24, 2011)
- *Becker v. Chevron Chem. Co.*, 983 F.2d 44, 46 (5th Cir. 1993)
- *Salsbury v. Hood Indus., Inc.*, 982 F.2d 912, 917 (5th Cir. 1993)
- *Smith v. Int'l Paper Co.*, No. 06-0395, 2007 WL 1308390, at *1 (W.D. La. May 3, 2007)

- Morgan v. Gaylord Container Corp., No. 91-2924, 1993 WL 114387, at *2 (E.D. La. Apr. 1, 1993), aff'd, 30 F.3d 586 (5th Cir. 1994)
- Jackson v. St. Paul Ins. Co., 897 So. 2d 684, 689 (La. App. 1 Cir. 2004)
- Weaver v. Harris, 486 F. App'x 503, 505 (5th Cir. 2012)
- McKay v. Novartis Pharm. Corp., 751 F.3d 694, 700 (5th Cir. 2014)

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