

10/15/2019 "See News Release 043 for any Concurrences and/or Dissents."

**SUPREME COURT OF LOUISIANA**

**No. 2019-CC-00768**

**ASHLEY DYER**

**VS.**

**AMERICAN SERVICE INSURANCE COMPANY, SECURE PATIENT  
DELIVERY SHUTTLE, LLC AND JEFFERY DUET**

**ON SUPERVISORY WRIT TO THE NINETEENTH  
JUDICIAL DISTRICT COURT, PARISH OF EAST BATON ROUGE**

GENOVESE, J., would grant for the following assigned reasons:

At issue in this automobile accident case is whether defendant is entitled to a change of venue under the doctrine of forum non conveniens. The accident occurred in Jefferson Parish. The plaintiff, a domiciliary of Jefferson Parish, filed suit in East Baton Rouge Parish, solely based on the fact that defendant's insurer is a foreign insurer — and nothing else.

It is undisputed that suit may be brought in either Jefferson Parish (where the accident occurred) or in East Baton Rouge Parish against the defendant foreign insurer. *See* La. Code Civ.P. art 42(7). However, though both venues are proper by statute, La. Code Civ.P. art. 123 allows for the transfer of a civil case to another district court where it might have been brought under the doctrine of forum non conveniens. Understandably, a determination of a forum non conveniens issue is fact-intensive.

The trial court in this case was presented with the following facts:

1. The accident occurred in Jefferson Parish.
2. Plaintiff resides in Jefferson Parish.
3. The owner of the vehicle and its driver reside in Jefferson Parish.
4. Plaintiff's medical providers are in Jefferson Parish.
5. Critical witnesses are in Jefferson Parish.
6. Defendant insurer is domiciled in East Baton Rouge Parish.

Article 123 provides that a district court may transfer a case to another district court for convenience and in the interest of justice. In this case, unquestionably, the convenience and interest of justice requires a transfer of venue from East Baton Rouge Parish to Jefferson Parish. The case's only connection with East Baton Rouge Parish is the fact that the defendant foreign insurer is domiciled there.

All parties and witnesses, except the defendant insurer, will have to travel some 80 miles should this case go to trial. Is East Baton Rouge Parish really a more convenient forum, or is plaintiff just shopping around for a more favorable venue? I find this case fits the purpose and *raison d'être* of the forum non conveniens statute and that the trial court abused its discretion in denying the motion to transfer this case from East Baton Rouge Parish to Jefferson Parish. I would reverse the lower courts, grant the motion to transfer, and let the parties and witnesses conveniently "play ball in their backyard."