Fifth Circuit Court of Appeal
State of Louisiana

No. 26-C-434

JOHN LAMARTINA

versus

RODNEY M. BOUDREAUX, ET AL

IN RE JOHN LAMARTINA
APPLYING FOR SUPERVISORY WRIT FROM THE TWENTY-NINTH JUDICIAL DISTRICT COURT, PARISH OF ST CHARLES, STATE OF LOUISIANA, DIRECTED TO THE HONORABLE CONNIE M. AUCOIN, DIVISION "C", No. 96,817

TRUE COPY
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November 23, 2026

Panel composed of Judges Fredericka Homberg Wicker, Stephen J. Windhorst, and John J. Molaison, Jr.

WRIT GRANTED; JUDGMENT REVERSED

Plaintiff, John LaMartina, seeks review of the trial court's judgment granting the motion to transfer venue filed by Defendants, Rodney Boudreaux, Ryan Boudreaux, Tish Boudreaux, Boudreaux's Collision Center, LLC, and Boudreaux's Collision NOLA Corp., pursuant to the doctrine of *forum non conveniens* set forth in La. C.C.P. art. 123(A). For the reasons stated more fully below, we grant the writ application and reverse the judgment of the trial court transferring this matter to Orleans Parish.

BACKGROUND

Plaintiff filed suit on December 17, 2025 against Defendants, asserting causes of action for breach of contract, breach of warranty, conversion, fraudulent misrepresentation, unfair trade practices, and negligence. In his petition, Plaintiff alleges that he paid Defendants to repair his car but that Defendants failed to perform the contracted work in a workmanlike manner, damaged his car, and then wrongfully retained possession of his car.

Although Plaintiff is domiciled in Orleans Parish and the operative facts giving rise to the litigation largely occurred in Orleans Parish, Plaintiff filed suit in St. Charles Parish (29th JDC) because the majority of Defendants are domiciled in St. Charles Parish. Rodney, Ryan, and Tish Boudreaux are domiciled in St. Charles Parish. Boudreaux's Collision Center, LLC is an automotive repair shop located in St. Charles Parish. Its members, Rodney and Tish Boudreaux, are domiciled in St. Charles Parish. Boudreaux's Collision NOLA Corp. is an automotive repair shop with its principal place of business located in Orleans Parish, whose sole officer is also Rodney Boudreaux.

In his petition, Plaintiff also sought injunctive relief to prohibit Defendants from concealing, damaging, altering, transferring, disposing of, or otherwise interfering with his car. On December 17, 2026, the trial court granted a preliminary injunction/temporary restraining order in favor of Plaintiff and against Defendants and set the matter for hearing on January 7, 2026. On January 7, 2026, the matter came for hearing before the trial court, during which all parties participated. According to the court minutes attached to Plaintiff's writ application, Defendants stipulated and consented to a permanent injunction. The court minutes also show that Defendant Ryan Boudreaux accepted service of the permanent injunction on behalf of himself and all other Defendants.

According to Plaintiff, Defendants failed to file responsive pleadings within the time allowed by law. He therefore sought default judgment against them. The court minutes show that the trial court held a hearing on Plaintiff's default judgment on April 14, 2026 and continued the matter until May 13, 2026. Two days before the hearing, on May 11, 2026, Defendants filed responsive pleadings, including answers, exceptions, and a reconventional demand.[1] Relevant to the instant writ application is Defendants' Declinatory Exception of Improper Venue and/or Motion to Transfer for *Forum Non Conveniens*. Defendants attached three exhibits to their motion, including a copy of Plaintiff's petition, the Secretary of State filing for Boudreaux's Collision Center, LLC, and the Secretary of State filing for Boudreaux's Collision NOLA Corp.

On June 25, 2026, the trial court heard the arguments of counsel and the parties. The record does not show any evidence or testimony was introduced. At the conclusion of the hearing, the trial court rendered judgment denying the exception of improper venue but granting the motion to transfer. Plaintiff filed a motion for new trial, which the trial court denied on July 1, 2026. He subsequently filed a notice of intent on July 27, 2026. The trial court set the return date for August 14, 2026. We granted Plaintiff's motions for extension of time and to stay the transfer order. This writ application followed.

DISCUSSION

Plaintiff assigns the following as error:

(1) The trial court abused its discretion by effectively treating the location of the underlying transaction as dispositive rather than conducting the holistic balancing required by La. C.C.P. art. 123.

(2) Defendants failed to carry their burden of demonstrating that the convenience of the parties, the convenience of witnesses, and the interests of justice required transfer under La. C.C.P. art. 123.

[1] Only Boudreaux's Collision NOLA Corp. filed a reconventional demand.

(3) The trial court abused its discretion by failing to give appropriate weight to the interests of justice, judicial economy, continuity of proceedings, Defendants' seven-month delay in seeking transfer, and Defendants' prior litigation position conduct.

(4) The trial court failed to afford appropriate deference to Plaintiff's lawful selection of a proper forum after Defendants failed to satisfy their burden under La. C.C.P. art. 123.

We review the trial court's ruling on a *forum non conveniens* motion for an abuse of discretion. *Rogers v. Griffin*, 24-537 (La. App. 5 Cir. 12/20/24), 410 So.3d 890, 895. Because the assignments of error collectively challenge the trial court's exercise of discretion in granting the motion to transfer under La. C.C.P. art. 123, we address them together below.

In Louisiana, the doctrine of *forum non conveniens* exists solely by virtue of statute, as codified in La. C.C.P. art. 123. As it pertains to transfers between district courts in this state, Article 123 provides, in pertinent part:

> For the convenience of the parties and the witnesses, in the interest of justice, a district court upon contradictory motion, or upon the court's own motion after contradictory hearing, may transfer a civil case to another district court where it might have been brought; however, no suit brought in the parish in which the plaintiff is domiciled, and in a court which is otherwise a court of competent jurisdiction and proper venue, shall be transferred to any other court pursuant to this Article.

La. C.C.P. art. 123(A)(1). The doctrine "presupposes at least two forums in which the defendant is amenable to process." *Holland v. Lincoln Gen. Hosp.*, 10-38 (La. 10/19/10), 48 So.3d 1050, 1054 (quoting *Gulf Oil Corp. v. Gilbert*, 330 U.S. 501, 506–7, 67 S.Ct. 839, 91 L.Ed. 1055 (1947)). When venue is proper in more than one parish, "plaintiffs may choose any venue available" as long as that choice does not "vex, harass, or oppress the defendant by inflicting on him expense or trouble not necessary to his own right to pursue his remedy." *Id*. at 1055.

The plaintiff's initial choice of forum is entitled to deference. *Id.*; *Lamb v. Highlines Const. Co., Inc.*, 541 So.2d 269, 270 (La. App. 4 Cir. 1989). However, courts give less deference when a plaintiff sues outside his home forum. *Boudreaux*

v. Able Supply Co., 08-1350 (La. App. 3 Cir. 10/7/09), 19 So.3d 1263, 1269. Less deference is deference nonetheless, and the burden is on the party seeking a transfer to show why the motion should be granted. *Holland*, 48 So.3d at 1055. The Fourth Circuit's discussion in *Lamb v. Highlines Construction Co., Inc.* is instructive as to the history and purpose of the *forum non conveniens* doctrine and the deference generally afforded a plaintiff's choice of forum. In that case, the court stated:

> The problem of forum shopping dates back to law's earliest days. Criteria are needed to prevent courts from yielding to the temptation to transfer cases it does not want to hear for one reason or another to another court, as well as to prevent a party from forcing an adversary to an improper forum. All lawyers seek advantages and are inclined, whenever a forum choice exists, to select a jurisdiction which would favor their case, client or cause. Choices are regularly made between federal and state forums. Venue choices are usually made on the basis of the quality of the judges, amount of delay to trial, discovery procedures, damage award amounts and the philosophy of the supervising court of appeals. Therefore, the right to choose the forum generally resides with the party bringing the action. The plaintiff's choice of forum should not be disturbed unless strong and significant factors require a different result.

Lamb, 541 So.2d at 270.

Article 123 permits transfer only where transfer would serve the convenience of the parties and witnesses and the interests of justice. Because those considerations are evaluated at the time the motion is filed, a party should not be permitted to create or increase inconvenience through delay and then rely upon that inconvenience as a basis for transfer. Accordingly, Article 123 "clearly envision[s] and impl[ies]" that a *forum non conveniens* motion should be filed "within a reasonable time after suit is filed." *South Louisiana Contractors, Inc. v. Freeman*, 393 So.2d 461, 463–64 (La. App. 3 Cir. 1981).

The Louisiana Supreme Court has further explained that "[a]bsent extraordinary circumstances, a motion to transfer based on *forum non conveniens* will generally not be granted if the distance between the two possible fora is relatively small." *Holland*, 48 So.3d at 1055. To this point, the Court added:

> Federal jurisprudence is more fully developed in this area than Louisiana jurisprudence, presumably because the distances involved are generally greater. *See Jumara v. State Farm Ins. Co.*, 55 F.3d 873, 880 (3rd Cir. 1995) (Motion to transfer will generally be denied where the "transfer requested involves a forum which is a relatively short distance from the original forum"); *In re Volkswagen AG*, 371 F.3d 201, 204 (5th Cir. 2004)("When the distance between an existing venue for trial of a matter and a proposed venue . . . is more than 100 miles, the factor of inconvenience to witnesses increases in direct relationship to the additional distance to be traveled.")

Id. at 1055 n.3. The Fourth Circuit further observed in *Lamb* that where "two forums are so close in fact[,] that it would be impossible for the defendant to prove any substantial difference in terms of convenience of the parties, access to sources of proof, costs of obtaining attendance of witnesses or advantages and obstacles to a fair trial." 541 So.2d at 271.

These principles demonstrate why transfer was not warranted here. As an initial matter, Defendants failed to introduce competent evidence sufficient to satisfy their burden under La. C.C.P. art. 123. The record contains no affidavit, testimony, or other evidence establishing that litigating this matter in St. Charles Parish would materially inconvenience any party or witness as opposed to Orleans Parish. Although Plaintiff did not submit a transcript of the hearing to this Court, the trial court minutes included with the writ application reflect that Defendants did not introduce any evidence or witness testimony in support of their motion at the hearing. Evidence not properly offered and admitted into evidence cannot be considered. *Dunn v. United Specialty Ins. Co.*, 21-478, 2021 WL 4430503, at *2 (La. App. 5 Cir. 9/27/21) (unpub.) (citing *Denoux v. Vessel Mgmt. Servs., Inc.*, 07-2143 (La. 5/21/08), 983 So.2d 84, 88). Without competent evidence, Defendants failed to carry their burden of proving that transfer was warranted.

Even the undisputed facts in the record do not justify transfer. Jurisdiction and venue in St. Charles Parish are proper. Indeed, the trial court denied Defendants' exception of improper venue. Defendants largely argue that Orleans Parish is a more

appropriate forum because the events giving rise to the litigation occurred there. However, the location of the operative facts, standing alone, does not establish that the chosen forum is sufficiently inconvenient to justify transfer. Article 123 authorizes transfer only upon a showing being made that such transfer would serve the convenience of the parties and witnesses and the interests of justice. Although Plaintiff is domiciled in Orleans Parish rather than St. Charles Parish, that fact merely reduces the deference owed to his choice of forum; it does not eliminate it. The burden of demonstrating that transfer is warranted remains with Defendants.

Here, Defendants made no meaningful showing that litigating in St. Charles Parish would be sufficiently inconvenient to justify transfer. To the contrary, Plaintiff selected St. Charles Parish as his forum, reflecting its convenience to him, and four of the five Defendants are domiciled there. St. Charles Parish is therefore plainly convenient for a majority of the parties. Defendants cannot credibly complain that their own domiciliary parish is an inconvenient place to litigate.[2] Historically, defendants have fought for the right to be sued at home. This Court has found no Louisiana case that has ever held that it was inconvenient for a defendant to be sued in its home parish.[3] Nor does Article 123 suggest otherwise. Although the statute's prohibition against transferring suits filed in plaintiff's domicile is not directly applicable here, the provision reflects a legislative policy protecting a

[2] We take judicial notice that a writ was filed in this Court in an unrelated matter by two Defendants in this case—Boudreaux's Collision Center, LLC and Boudreaux's Collision NOLA Corp.—arising out of an underlying suit they filed in the Twenty-Ninth Judicial District Court for the Parish of St. Charles (No. 93694, Div. D). *See* La. C.E. art. 201. While that writ was pending before this Court, Mr. LaMartina filed the instant writ application. As plaintiffs in the unrelated matter, Boudreaux's Collision Center, LLC and Boudreaux's Collision NOLA Corp. evidently regarded venue in St. Charles Parish as convenient. Although a party's prior, but recent, forum selection in unrelated litigation is not dispositive of a motion to transfer, it substantially undermines Defendants' assertion now that litigating in St. Charles Parish is so inconvenient that the interests of justice require transfer to Orleans Parish.

[3] *See e.g., Burt v. Isthmus Dev. Co.*, 218 F.2d 353, 357–58 (5th Cir. 1955) ("It must be remembered that appellee is a Texas corporation and that this suit was brought at its domicile which its incorporators chose and established. So far as we know, appellee has no other place of business in this country; surely it cannot complain of being sued at its headquarters and domicile on the ground that a major portion of its actual operations occurs elsewhere.").

plaintiff's forum choice. Article 123 was not enacted because defendants were complaining about the inconvenience of being sued at home. It was enacted to promote the convenience of parties and witnesses and the interests of justice. Defendants failed to demonstrate how litigating in St. Charles Parish would frustrate any of those objectives.

The geographic relationship between the two forums further undermines Defendants' position that transfer is warranted. Under *Holland* and *Lamb*, the short distance between the forums weighs heavily against transfer absent extraordinary circumstances. Defendants identified no such circumstances. St. Charles Parish is so close to Orleans Parish that it would be difficult to prove that a transfer would produce any meaningful difference in party or witness convenience, access to proof, litigation costs, or trial fairness. Where, as here, the original forum and the transfer forum are separated by only a short distance, and the original forum is a proper venue, as well as Plaintiff's chosen forum and the domicile of most Defendants, the record does not support a finding that transfer would materially enhance convenience or better serve the interests of justice. On this showing, the trial court's decision to transfer the matter to Orleans Parish constituted an abuse of discretion.

DECREE

For the foregoing reasons, we grant the writ application and reverse the judgment of the trial court transferring this matter to Orleans Parish.

Gretna, Louisiana, this 23rd day of November, 2026.

FHW
SJW
JJM

SUSAN M. CHEHARDY
CHIEF JUDGE

FREDERICKA H. WICKER
JUDE G. GRAVOIS
MARC E. JOHNSON
STEPHEN J. WINDHORST
JOHN J. MOLAISON, JR.
SCOTT U. SCHLEGEL
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NOTICE OF DISPOSITION CERTIFICATE OF DELIVERY

I CERTIFY THAT A COPY OF THE DISPOSITION IN THE FOREGOING MATTER HAS BEEN TRANSMITTED IN ACCORDANCE WITH **UNIFORM RULES - COURT OF APPEAL, RULE 4-6** THIS DAY **11/23/2026** TO THE TRIAL JUDGE, THE TRIAL COURT CLERK OF COURT, AND AT LEAST ONE OF THE COUNSEL OF RECORD FOR EACH PARTY, AND TO EACH PARTY NOT REPRESENTED BY COUNSEL, AS LISTED BELOW:

Curtis B. Pursell

CURTIS B. PURSELL
CLERK OF COURT

26-C-434

E-NOTIFIED
29th Judicial District Court (Clerk)
Honorable Connie M. Aucoin (DISTRICT JUDGE)
William T. Smith (Respondent)
Curt L. Rome (Respondent)

MAILED
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