

**OLIVIA CRAWFORD,
INDIVIDUALLY, AND ON
BEHALF OF OTHERS
SIMILARLY SITUATED**

VERSUS

**BLUE CROSS AND BLUE
SHIELD OF LOUISIANA,
A/K/A LOUISIANA HEALTH
SERVICE & INDEMNITY
COMPANY**

* **NO. 2000-CA-2026**
* **COURT OF APPEAL**
* **FOURTH CIRCUIT**
* **STATE OF LOUISIANA**
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TOBIAS, J., CONCURS

Article III, §15(A) of the Louisiana Constitution provides that a bill
“shall be confined to one object ... [and] shall contain a brief title indicative
of its object.”

La. C.C.P. art. 76.1 was enacted by Act 217 of
1991, which act reads in its entirety as follows: To
enact R.S. 9:2779 and Code of Civil Procedure
Art. 76.1, relative to contracts; to declare public
policy regarding clauses in construction contracts,
subcontracts, and purchase orders on public and
private works relating to the choice of laws
governing their interpretation or to venue for
resolving disputes arising thereunder; to provide
for the invalidity of certain contract provisions as
contrary to public policy; to provide exceptions; to
provide venue in actions on contracts; and to
provide for related matters.

Be it enacted by the Legislature of Louisiana:

Section 1. R.S. 9:2779 is hereby enacted to
read as follows:

§2779. Construction contracts, subcontracts, and purchase orders; certain provisions invalid

A. The legislature finds that, with respect to construction contracts, subcontracts, and purchase orders for public and private work projects, when one of the parties is domiciled in Louisiana, and the work to be done and the equipment and materials to be supplied involve construction projects in this state, provisions in such agreements requiring disputes arising thereunder to be resolved in a forum outside of this state or requiring their interpretation to be governed by the laws of another jurisdiction are inequitable and against the public policy of this state.

B. The legislature hereby declares null and void and unenforceable as against public policy any provision in a contract, subcontract, or purchase order, as described in Subsection A, which either:

(1) Requires a suit or arbitration proceeding to be brought in a forum or jurisdiction outside of this state; rather, such actions or proceedings may be pursued in accordance with the Louisiana Code of Civil Procedure or other laws of this state governing similar actions.

(2) Requires interpretation of the agreement according to the laws of another jurisdiction.

C. The provisions of this Section apply to contracts, subcontracts, and purchase orders, as described in Subsection A, entered into on or after the effective date of this Act.

D. Notwithstanding any other provisions of law to the contrary, the provisions of this Section shall not apply to negotiated labor contracts.

Section 2. Code of Civil Procedure Art. 76.1 is hereby enacted to read as follows:

Art. 76.1. Action on contract

An action on a contract may be brought in the parish where the contract was executed or the parish where any work or service was performed or was to be performed under the terms of the contract.

It is apparent, in view of the title to Act 217, that article 76.1 was intended to apply to construction contracts and not all contracts of every nature.

Whether one characterizes the agreement between Blue Cross and Ms. Crawford as a contract or health insurance policy is a distinction without a difference. A health insurance policy is contract of insurance between the insurer and the insured. A specific law governs over a general law. La. C.C.P. art. 76 is specific with respect to claims on health insurance policies. Venue for health insurance policy issues is controlled by La. C.C.P. arts. 42 and 76. Accordingly, in this case, venue is proper where Blue Cross has its registered office, where Ms. Crawford is domiciled, or where Ms. Crawford's illness occurred. Orleans Parish is not any one of those venues.