

TORT UPDATE

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2025 Legislative Changes

Generally, the default date for the effectiveness of all new legislation is August 1, 2025, unless otherwise specified.

A significant point of discussion is whether the changes in the law are retroactive or prospective. Per Article 6 of the state constitution, in the absence of a contrary legislative expression, substantive laws apply prospectively only. Procedural and interpretative laws apply both prospectively and retroactively, unless legislative intent to the contrary.

However, the changes to the Louisiana Direct Action Statute from last year are still being litigated as to whether those changes were substantive or procedural, and thus, whether to be applied retroactively or prospectively.

Direct Action Statute Update: The Second Circuit has not answered the question of whether the changes are to be retroactively applied. However, in *Kayla Davis, et al. v. Old American Indemnity Co., et al.*, No. 652796-A, 1st JDC, Caddo Parish LA, Judge Lafitte sustained the exception of no right of action filed by Sentry Insurance and dismissed it from the litigation pursuant to the changes to the statute. Therein, the accident occurred on May 12, 2024 (before the statute revision), but suit was filed on September 17, 2024 (after the statute revision). The basic question is whether the changes apply to all lawsuits filed after August 1, 2024, or only those causes of action that arise after August 1, 2024. Briefing has been submitted to the Second Circuit and hopefully an opinion will be rendered before year-end.

1. Changes to Pure Comparative Fault

- a. Amended Louisiana Civil Code article 2323(A), and added Art. 2323(D)
- b. Effective Date: January 1, 2026
- c. Synopsis of Changes: Louisiana's pure comparative fault system is no more. Now, if a plaintiff is found 51% at fault or more, then his recovery is reduced to zero. However, the jury is to be told about the effect of finding the plaintiff 51% at fault. Additionally, a plaintiff injured by an intentional tort shall not have his recover reduced even if his own fault is greater than 51% fault.

- d. Open Questions: What will be the jury instruction be for this change? Does it change how you argue to a jury? Does this increase the likelihood of a true 50-50 splits on liability? What effect will this have in bench trials? Will this have an effect on MSJ?

2. Changes to Louisiana "No Pay, No Play" law

- a. Amends La. R.S. 32:866(A)(1), (C), and (F)
- b. Effective Date: August 1, 2025
- c. Synopsis of Changes: The penalty for being uninsured has been increased from \$15,000 for personal injury and \$25,000 for property damage to \$100,000 for both. Thus, if an injured plaintiff does not have the minimum limits of required insurance, then his proven damages will be reduced by \$100,000. The exceptions that existed beforehand do remain (Intoxicated offending driver, hit-and-run, commission of a felony, no application to passengers).
- d. Practical Effect: How many cases come through with "no pay, no play" Implicated? Even though the number is small, this will likely result in those claims not being filed unless catastrophic injury is in play.

3. Changes to the *Housley* Presumption

- a. Creates Louisiana Code of Evidence article 306.1
- b. Effective Date: May 28, 2025 (prospective only, applying to causes of actions arising after this date)
- c. Synopsis of Change: Expressed intent to legislatively overrule *Housley v. Cerise*, and eliminates the presumption of medical causation when there is a lack of a prior medical history.
- d. Practical Effect: The plaintiff now bears the burden of proof at trial to demonstrate causation between his Injuries and corresponding medical treatment with the accident In question.
- e. Query: Has anyone ever actually tried to present a personal injury claim without medical evidence of causation from a doctor or medical records, and if so, how impactful would that be before a judge or jury?

4. Prohibition against General Damages for Undocumented Persons

- a. Creates Louisiana Civil Code article 2315.12

- b. Effective Date: August 1, 2025
- c. Synopsis of Change: Undocumented persons (defined as someone In the United States unlawfully according to the Federal Immigration and Nationality Act) shall not be awarded general damages or past and future lost wages. However, this only applies to those injured in an "automobile accident". It also does allow such a person to proceed against his own UM/UIM Insurance policy in which he was named an insured.
- d. Query: Why just automobile accidents? What about slip and falls? What about property damages or past and future medical specials?
- e. Next Steps: This will very likely face constitutional challenge under the Equal Protection Clause.

5. Changes to the Collateral Source Rule

- a. Amends La. R.S. 9:2800.27
- b. Effective Date: January 1, 2026 (prospective only to causes of action **FILED** after this date).
- c. Query No. 1: Usually prospective application applies to causes of action ARISING after the effective date, not the filed date. Will this be challenged? Does this change suggest that lawsuits will be rushed to file as of December 31, 2025?
- d. Synopsis of Change: Louisiana adopts a pure "paid and incurred" framework for past medical specials. Limits the recovery of a plaintiff's medical expenses to those paid by health Insurance, Medicare, Medicaid, or attorney discount, plus any deductibles or co-pays paid and owed balances incurred by the plaintiff/patient. However, the jury is to be told about both the amount billed and the amount actually paid. Recall that previous efforts at tort reform allowed the plaintiff to recover the amount actually paid, plus 40% of the (write-off) difference between the amount billed and amount paid. This "extra" is no longer allowed.
- e. Query No. 2: What are the likely workarounds here? Will doctors and hospitals treating litigants simply not take health Insurance? There is nothing compulsory in the amendment requiring the use of health insurance, Medicaid, or Medicare even if the patient/plaintiff has such coverage. Will the patient simply be on the hook for some deposit with the large balance being asserted by a lien?

- f. Query No. 3: What is the impact on future medical special awards?
- g. Practice Tip: Discovery now should include requests for documents and information regarding any pay arrangements between the treating providers, the plaintiff/patient, and his attorney.

6. Cameras In Commercial Vehicles

- a. Creates La. R.S> 22:1482.2
- b. Effective Date: January 1, 2026
- c. Synopsis: Insurers must offer premium discounts to commercial vehicles equipped with functioning dashcams and telematics systems. To qualify, the equipment must be installed at the time of the policy issuance or renewal, comply with certain technical standards prescribed by the Commissioner of Insurance, and remain in continuous use during the policy term.
- d. Practice Tip: Discovery in commercial vehicle auto accidents should include requests for documents and information regarding dash cams, real-time vehicle tracking information, and data concerning location, speed, etc.

7. Prescription for Wrongful Death and Survival Actions

- a. Amends Louisiana Civil Code articles 2315.1 and 2315.2
- b. Effective Date: August 1, 2025
- c. Synopsis of Change: Extends the prescriptive period for these actions to one-year from the death of the deceased OR two years from the date of Injury, whichever is longer.
- d. Careful: Do not assume that you have two years from the date of loss to file suit in all wrongful death and survival cases.
 - i. Example 1: This does not change the one-year prescriptive period and three-year peremptive period under the Louisiana Medical Malpractice Act.
 - ii. Example 2: This does not change the one-year prescriptive period under the Louisiana Products Liability Act.

8. Changes to Definition of Medical Malpractice

- a. Amends La. R.S. 40:1151.1(6) and 1231.1(A)(9), (10), and (13)
- b. Effective Date: August 1, 2025
- c. Synopsis of Change: Expands the definition of health care and malpractice in the Medical Malpractice Act to include administrative, custodial staff, and those in a managerial capacity. This provides additional layers of protection to health care providers, as several large judgments have been awarded against nursing homes and other medical providers under theories of insufficient staffing and other administrative matters. Now such claims would be included within the statutory cap on damages.

9. Electronic Filing Mandated

- a. Amends Louisiana Code of Civil Procedure article 253(B)(2) and Louisiana Code of Criminal Procedure article 14.1(B), and creates Code of Civil Procedure article 253(B)(3)
- b. Effective Date: January 1, 2026
- c. Synopsis of Change: Clerks of Court in all 64 parishes in Louisiana have gone electronic and applies to all pleadings filed in civil and criminal matters. Now, lawyers are mandated to file pleadings electronically but may also file them in person in paper at the courthouse. These restrictions do not apply to in person litigants, who may still file by mail and fax. However, the following original documents may be filed in paper form by mail or in person: original will and testament, original promissory note or other similar instrument, motions for default that do not require a hearing, and documents required to be in original format in order to support or defend a claim.

10. Changes to the Rules of the Road

- a. Put the Phone Down – prohibits the use of hand-held wireless devices while driving. Notably, a police officer cannot seize your phone and can only issue a warning citation until January 1, 2026. Thereafter, the fine is \$100, unless in a school zone, the fine is \$250. It is a secondary offense only, which means it cannot be the sole reason for the stop or subsequent search - unless in a school zone, in which it is a primary offense. If in a collision due to the phone usage, then the fines are doubled. There are exceptions for emergency situations, reporting an emergency situation while driving on the shoulder, and while the vehicle is stopped and in park.

- b. Left-Lane Is for Passing – amends La. R.S. 32:71(B)(2), made effective August 1, 2025, and removes the 10 MPH or less stipulation for the offense to trigger and increases the penalty for driving slowly in the left lane.
- c. Speed Camera Conundrum -- limits the use of automated speed enforcement devices and mobile cameras to lawfully posted school zones only, and requires local municipalities to post signs indicated the presence of the automated speed enforcement devices. Notably, it also prohibits the issuance of criminal fines and fees by mail as a result of the automated speed enforcement, and also notes that the failure to pay such a fine will not be reported to any credit bureau. Interestingly, the limited use does not apply to cities with populations between 15,000 and 16,000 people that are also within parishes of between 70,000 and 90,000 people. Hmm - who is implicated by that?

11. Odds and Ends

- a. Gypsum Immunity – creates La. R.S. 3:1424, made effective August 1, 2025, which exempts gypsum suppliers and agricultural producers or landowners that utilize gypsum from civil liability arising out of the gypsum utilization when following all laws, rules, regulations, and specifications.
- b. Donated Medical Equipment Immunity – creates La. R.S. 9:2793.13, made effective August 1, 2025, which limits liability for a nonprofit organization that gratuitously donates medical equipment or supplies in proper working condition at time of donation and not subject to product recall, unless the damage or injury was caused by gross negligence or willful or wanton misconduct.
- c. Ivermectin Dispensing – creates La. R.S. 37:1218.3, made effective June 20, 2025, which provides Immunity to a pharmacist acting in good faith and with reasonable care dispensing Ivermectin to a person 18 or older pursuant to a standing order issued by a health-care professional with authority to write prescriptions.
- d. Losing Plaintiff In Suit Against Gun Manufacturer – amends La. R.S. 9:2800.60 and La. R.S. 40:1799, made effective August 1, 2025, to codify that firearms and ammunition sales by licensed entities/dealers is lawful activity and not unreasonably dangerous; and further that the Louisiana Products Liability Act does not Impose liability on a gun or ammunition manufacturer for improper use of a properly designed product -- essentially "guns don't kill people; people kill people". But It also goes further and includes a "loser pays" provision - such

that a losing plaintiff is liable for all of the defendant's attorney fees, costs, and compensation for loss of income and expenses as a result of the lawsuit.

- e. False Imprisonment – creates La. R.S. 9:2800.30, made effective August 1, 2025 (prospective only), which limits the liability of a public entity for false imprisonment of an offender sentenced to a term of imprisonment and requires offender challenging the computation or calculation of the offender's sentence, release date, good time date, or parole date to pursue that claim through the Corrections Administrative Remedy Procedure, including judicial review in the 19th JDC.
- f. School Employee Bill of Rights – amends and creates new portions to La. R.S. 17:416, made effective June 20, 2025, which establishes a bill of rights for employees in public schools, including the right to work free from frivolous lawsuits, right to qualified immunity, right to a legal defense and indemnification by the school board for actions taken within professional duties, right to perform noncomplex medical procedures under certain documented situations, right to administer medications only under certain documented situations, and the right to take disciplinary actions against unruly students, among others. The list of rights is five pages long and has the potential of creating claims by school employees against school boards, parents, and students who violate these "rights".
- g. Property Loss Claim Estimates – amends La. R.S. 22:1923(2)(q), made effective July 1, 2025, which notes that alteration of a repair estimate without notification to the author of the estimate, supplement, or revision is a fraudulent insurance act.
- h. Mandatory Use of Force Reports – amends La. R.S. 40:2554, made effective August 1, 2025, which mandates a written report be created with any law enforcement officer uses physical force on a member of the public. Note: there is no clarity on whether this applies to off-duty officers in a security or "rent-a-cop" roles.
- i. Notary Bond Increase – amends various provision, made effective February 1, 2026, and increases the bond amount that a notary public must maintain from \$10,000 to \$50,000. Licensed attorneys are exempt.
- j. Proposed Constitutional Amendment re: Judges – would increase the mandatory retirement age for judges from 70 to 75, while still allowing a judge to finish a term regardless of age.

- k. Chemtrails are Banned -- creates La. R.S. 32:2057, made effective August 1, 2025, which bans chemicals or other substances from being sprayed into the air by airlines. Crop Dusting and firefighting activities at 1000 feet or below are exempted.

12. What did not make It In this Year?

- a. Senate Bill 111 sought to legislatively overrule *Kelly v. State Farm* by setting a requirement for an insurer's bad faith to have received a written offer within the policy limits and be given an adequate opportunity for discovery. This bill was passed by both the House and Senate but was vetoed by the Governor. The concern was over essentially eliminating the validity of pre-suit bad faith claims.

2025 Jurisprudential Pronouncements

1. **Magill v. Werner Enterprises, Inc., 2025-00892 (La. 11/12/25)**

One paragraph per curiam opinion by the Louisiana Supreme Court with significant implications. On writ, the Court noted that the Western District of Louisiana federal court misapplied Louisiana law In *Ferguson v. Swift Transp.* In so doing, the Court ruled that an employer's independent liability cannot be circumvented by an admission that the at-fault employee is both within the course and scope of his employment and 100% at fault.

2. **Vajas v. Morris, 25-0675 (La. App. 4 Cir. 11/12/25)**

Plain wording of the revised Direct Action Statute makes clear that a plaintiff can pursue a direct action against an insurance company if the plaintiff attempted service on the insured defendant without success. Here, the plaintiff attempted service on three different occasions but was unable to effectuate same. As such, the plaintiff could add State Farm, as the insurer of the defendant. Even if the insured is later served, the right to a direct action against State Farm is not lost.

3. **Dupree v. Bossier Parish School Board, 56,091 (La. App. 2 Cir. 2/26/25), 408 So. 3d 468**

A student at Plain Dealing Middle School slipped and fell in the girls' bathroom caused by water on the floor by a toilet, injuring her ankle and foot. The School Board filed for summary judgment on the contention that the plaintiff could not prove the temporal element of notice. In support, the School Board submitted the affidavit of a custodian indicating that he was in the bathroom minutes before and there was

nothing on the floor. The trial court granted summary judgment, and the Second Circuit affirmed finding that the plaintiff could not establish that the water was on the floor before she fell, and thus, could not exclude the possibility that she caused the water to splash out of the toilet as she fell. Relevant for future use, the statement that periodic inspection of one's property for defective conditions is intertwined with constructive notice, and the lack of such inspection is only one factor by which a factfinder may determine that the complained-of defect existed for such a length of time that it should have been discovered upon the exercise of reasonable care.

4. Hebert v. LSU, 2025-0246 (La. App. 1 Cir. 11/7/25)

Plaintiff finger was severed when she attempted to hold open an automatic door on LSU property. Plaintiff obtained an expert who opined that the failure of LSU to perform routine maintenance prevented discovery of a potential hazard that could have been resolved before the plaintiff's injury. The court ruled that the absence of a plan of inspection does not imply the second element of knowledge. To the contrary, the absence of such a plan implies no knowledge.

5. Washington v. Shreveport Loop LP, 56,169 (La. App. 2 Cir. 2/26/25), 409 So. 3d 316

Tenant of an apartment complex was injured when he was leaning on a second level balcony railing that failed, causing him to fall to the ground. The issue was one of notice of the defect in the railing and the language of the lease between tenant and landlord. The written lease agreement stated that "resident assumes sole responsibility for the condition of the premises" and further that "owner shall not be responsible for damage or Injury caused by any alleged vices or defects in or on the premises". While the court of appeal noted that language it did not seem to enforce it against the plaintiff. Rather, the court then noted that the plaintiff's deposition confirmed that he never noticed any problems with the railing in question, never complained about the railing to anyone, and did not know about any other complaints from other people. On this basis, the court of appeal concluded that the owner had no notice of any defect.

6. Mendoza v. ACE Prop. and Cas. Ins. Co., 2025 WL 1502349 (La. App. 5 Cir. 5/27/25)

An airport employee tripped and fell on a broken concrete ramp. This case provides a good summary of the current law in concrete deviation cases. First, the court also noted that the plaintiff's knowledge of the deviation (he had walked through it over 100 times) was not enough to make it "open and obvious" such that no duty was owed. The court then shifted to other factors and noted that deviations of less than 2 inches

have routinely been held to not be unreasonable risks of harm -- confirming that the size and extent of the deviation is a necessary consideration. . Because the court did not have any evidence as to the size of the deviation, it could not determine whether it presented an unreasonable risk of harm. As a result, a genuine issue of material existed to preclude summary judgment.

7. Walker v. J.M. Properties Management, Inc., 56,484 (La. App. 2 Cir. 10/1/25),

The court was presented with the question of how to determine "custody" for premises liability and reasoned that the test is twofold - First, whether the person bears such a relationship as to have the right of direction or control over the thing; and second, what, if any, kind of benefit the person derives from the thing.

8. Freeman v. Emerson Center, Inc., 56,464 (La. App. 2 Cir. 10/1/25),

The plaintiff was injured on a zipline course when he hit a tree. The court affirmed summary judgment in favor of the defendant largely on the basis that there were no prior incidents, complaints, or safety violations, and thus, the plaintiff could not prove the required element of notice of the defect.

9. Campbell v. Orient-Express Hotels La, Inc., 2024-00840 (La. 3/21/25), 403 So. 3d 573

Hotel guest sued Windsor Court in New Orleans after he was robbed and injured in the hotel's courtyard/driveway area. The trial court granted summary judgment, the court of appeal reversed, but then the Supreme Court granted writs and reinstated the grant of summary judgment. The opinion presents a good discussion regarding Louisiana law on the scope of a premise owner's duty to protect against the criminal acts of third parties -- which it held as follows -- there is a duty to take reasonable precautions against criminals, even though the owner does not insure its guests against violent crime. The Supreme Court noted that courts of appeal have inconsistently interpreted these two principles and sought to clarify them under the guise of the duty/risk analysis. The Court made clear that an Innkeeper does have a heightened duty of care and protection - similar to a common carrier - and further that dissimilar to standard business owners there is no duty to protect against the criminal acts of third parties, unless the owner had actual or imputed knowledge that the criminal conduct was about to occur.

10. Pickney v. Richard, 2025 WL 1241663, (La. App. 3 Cir. 4/30/25)

The plaintiff skipped school to go to a dice game at a local apartment complex. He was carrying a gun for protection. During the course of the game, he was accused of stealing money and a fist-fight broke out. The fight was broken up, but then the plaintiff returned to game. One of the other participants then pointed a gun at him. He then decided to leave. As he was walking off, the person that he got into the fight with took out a gun and began firing. Then, two additional participants began shooting their guns at the plaintiff. He was struck several times and rendered a paraplegic. The plaintiff filed suit against those who fired guns and also the apartment complex. Signage posted at the apartment complex indicated the presence of 24-hour security with access granted to the Lafayette Parish Police Department. The plaintiff argued that this was sufficient evidence that the apartment complex had assumed a heightened duty of protection. The trial court granted summary judgment in favor of the apartment complex and the court of appeal affirmed. In doing so, the court reasoning that simply taking on security measures does not mean that a business owner assumes a duty to protect against the criminal acts of third parties. For there to be an assumed duty, then the person relying upon it must be aware of it and rely upon it. (Note: many of the same cases discussed in *Campbell*).

11. Uhack v. Lowe's Home Centers, Inc.. 2025 WL 985102 (La. App. 4 Cir. 4/2/25)

Issue involved distinguishing between an employee and independent contractor. James was seen shoplifting at Lowe's. An off-duty police officer working security at Lowe's, Garner, pursued James off-site by vehicle. In the course of the car pursuit, James was involved in a collision with the plaintiffs. The plaintiffs claimed that Lowe's was vicariously liable for Garner's actions and that Garner was partially at fault in causing the accident. Lowe's filed for summary judgment, which was granted, and then affirmed by the court of appeal upon a finding that Lowe's did not exercise operational control over Garner.

12. Truong v. Sanders, 56,015 (La. App. 2 Cir. 12/18/24), 402 So. 3d 685

Deemed a matter of first impression by the court of appeal, the issue of betterment when determining property damages by a third-party insurer was resolved in favor of the plaintiff and finding insurer in bad faith.

Supreme Court has granted writs and will hear arguments later this year.

13. Laclos v. State Farm Mutual Insurance Co., 25-129 (La. App. 3 Cir. 9/17/25)

Summary judgment in favor of employer's commercial insurer affirmed under anti-stacking statute. The plaintiff was paid UM benefits by her personal insurer (State Farm) and then sought UM benefits under her employer's insurance policy, as she was within course and scope at the time of the accident. She argued that the anti-stacking statute only prohibits stacking multiple coverages from different vehicles, but not primary and excess layers of UM coverage on the same vehicle. The court disagreed finding that a person can only recover under one UM policy.

14. Williams v. Alexander, III, 24-492 (La. App. 5 Cir. 10/17/25)

In order to award punitive damages for driving while intoxicated under La. C.C. art. 2315.4, circumstantial evidence of intoxication is not enough. Rather, the plaintiff must exclude every other hypothesis with a fair amount of certainty.

15. Thomas v. Owe Insurance Company, 2025 WL 1064943 (La. App. 5 Cir. 4/9/25)

The plaintiff was injured in an auto accident when a delivery driver lost consciousness and struck her vehicle. The plaintiff sued the company for which the delivery driver was driving, who claimed he was an independent contract, not an employee. The court had previously granted summary judgment in favor of the defendant on the issue of vicarious liability. Additionally, the plaintiff alleged that the defendant company was independently negligent and had a duty to ensure its driver could complete his work without harming others. Even though the court concluded the driver was an independent contractor It still analyzed whether the company was negligent in contracting with him -- as the law is clear that contracting with an irresponsible independent contractor may be independently negligent. However, the court noted that what matters is the business's knowledge at the time of the contracting. The business can only be liable if it had knowledge of irresponsibility of the independent contractor at the time the contract was entered into. Finding none, summary judgment was warranted.

APPENDIX - STATUTORY CHANGES

Comparative Fault

Art. 2323. Comparative fault

A.(1) In any action for damages where a person suffers injury, death, or loss, the degree or percentage of fault of attributable to all persons causing or contributing to the injury, death, or loss shall be determined, regardless of whether the person is a party to the action or a nonparty, and regardless of the person's insolvency, ability to pay, immunity by statute, including but not limited to the provisions of R.S. 23:1032, or that the other person's identity is not known or reasonably ascertainable. ~~If a person suffers injury, death, or loss as the result partly of his own negligence and partly as a result of the fault of another person or persons, the amount of damages recoverable shall be reduced in proportion to the degree or percentage of negligence attributable to the person suffering the injury, death, or loss.~~

(2) If a person suffers injury, death, or loss partly as the result of his own negligence and partly as a result of the fault of another person or persons, then the following shall apply:

(a) If the degree or percentage of negligence attributable to the person suffering injury, death, or loss is equal to or greater than fifty-one percent, then the person suffering injury, death, or loss shall not be entitled to recover damages.

(b) If the degree or percentage of negligence attributable to the person suffering injury, death, or loss is less than fifty-one percent, then the amount of damages recoverable shall be reduced in proportion to the degree or percentage of negligence attributable to the person suffering the injury, death, or loss.

* * *

D. In cases where the issue of comparative fault is submitted to the jury, the jury shall be instructed on the effect of this Article.

Section 2. This Act shall become effective on January 1, 2026.

Housley Presumption

8 Art. 306.1. Presumption of causation of injuries

9 Notwithstanding any other provision of law, in a claim for personal injury
10 damages that is not raised pursuant to the Louisiana Workers' Compensation Law,
11 the lack of a prior history of an illness, injury, or condition shall not create a
12 presumption that an illness, injury, or condition was caused by the act that is the
13 subject of the claim.

14 Section 2. It is the intent of the legislature to overrule *Housley v. Cerise*, 579 So. 2d
15 973 (La. 1991).

16 Section 3. The provisions of this Act shall have prospective application only and
17 shall not apply to causes of action arising prior to the effective date of this Act.

1 Section 4. This Act shall become effective upon signature by the governor or, if not
2 signed by the governor, upon expiration of the time for bills to become law without signature
3 by the governor, as provided by Article III, Section 18 of the Constitution of Louisiana. If
4 vetoed by the governor and subsequently approved by the legislature, this Act shall become
5 effective on the day following such approval.

Limitations on Damages for Unauthorized Aliens

7 Art. 2315.12. Liability for damages; prohibition of award; unauthorized alien

8 A. As used in this Article, "unauthorized alien" means a person who is
9 unlawfully present in the United States according to the federal Immigration and
10 Nationality Act, 8 U.S.C. 1101 et seq.

11 B. General damages and past and future wages shall not be awarded to an
12 unauthorized alien in an action for damages arising from an automobile accident.

13 C. This Article shall not apply to a claim made against an uninsured or
14 underinsured motorist policy which names the unauthorized alien as an insured.

Collateral Source Revision

14 Section 1. R.S. 9:2800.27 is hereby amended and reenacted to read as follows:

§2800.27. Recoverable past medical expenses; collateral sources; limitations;
evidence

17 A. For the purpose of this Section:

(1) "Contracted medical provider" means any in-network medical provider that has entered into a contract or agreement directly with a health insurance issuer or with a health insurance issuer through a network of providers for the provision of covered healthcare services at a pre-negotiated rate, or any medical provider that has billed and received payment for covered healthcare services from Medicare when the provider is a participating provider in those programs.

~~(2) "Cost of procurement" means the cost paid by or on behalf of the claimant to procure the benefit paid by a health insurance issuer or Medicare and the cost of procurement of the award of medical expenses, including but not limited to contracted attorney fees and health insurance premiums paid.~~

1 ~~(3)~~(2) "Cost sharing" means copayments, coinsurance, deductibles, and any
2 other amounts which have been paid or are owed by the claimant to a medical
3 provider.

4 ~~(4)~~(3) "Health insurance issuer" means any health insurance coverage through
5 a policy or certificate of insurance subject to regulation of insurance under state law,
6 a health maintenance organization, an employer-sponsored health plan, the Office
7 of Group Benefits, or an equivalent federal or state health plan.

8 ~~(5)~~(4) "Medical provider" means any healthcare provider, hospital,
9 ambulance service, or their heirs or assignees.

10 B. In cases where a claimant's medical expenses have been paid, in whole or
11 in part, by a health insurance issuer or Medicare to a contracted medical provider,
12 the claimant's recovery of medical expenses is limited to the amount actually paid
13 to the contracted medical provider by the health insurance issuer or Medicare, and
14 any applicable cost sharing amounts paid or owed by the claimant, and not the
15 amount billed. ~~The court shall award to the claimant forty percent of the difference~~
16 ~~between the amount billed and the amount actually paid to the contracted medical~~
17 ~~provider by a health insurance issuer or Medicare in consideration of the claimant's~~
18 ~~cost of procurement, provided that this amount shall be reduced if the defendant~~
19 ~~proves that the recovery of the cost of procurement would make the award~~
20 ~~unreasonable. The determination of this award shall be made only in accordance with~~
21 ~~the provisions of Subsection F of this Section.~~

22 C. In cases where a claimant's medical expenses have been paid, in whole or
23 in part, by Medicaid to a medical provider, the claimant's recovery of medical
24 expenses actually paid by Medicaid is limited to the amount actually paid to the
25 medical provider by Medicaid, and any applicable cost sharing amounts paid or
26 owed by the claimant, and not the amount billed.

27 ~~D. The recovery of past medical expenses other than those provided by~~
28 ~~Subsection B or C of this Section shall be limited to amounts paid to a medical~~
29 ~~provider by or on behalf of the claimant, and amounts remaining owed to a medical~~
30 ~~provider, including medical expenses secured by a contractual or statutory privilege;~~

1 lien, or guarantee. The determination of this award shall be made only in accordance
2 with Subsection F of this Section.

3 ~~E.D.~~ In cases where a claimant's medical expenses are paid pursuant to the
4 Louisiana Workers' Compensation Law as provided in R.S. 23:1020.1 et seq., a
5 claimant's recovery of medical expenses is limited to the amount paid under the
6 medical payment fee schedule of the Louisiana Workers' Compensation Law.

7 **E. In a trial to recover past medical expenses provided by Subsection B**
8 **of this Section, the trier of fact shall be informed of the amounts billed and**
9 **amounts actually paid for medical expenses that have been incurred by the**
10 **claimant.**

11 F. In a jury trial, only after a jury verdict is rendered may the court receive
12 evidence related to the limitations of recoverable past medical expenses provided by
13 Subsection B or D of this Section. The jury shall be informed only of the amount
14 billed by a medical provider for medical treatment. Whether any person, health
15 insurance issuer, or Medicare has paid or has agreed to pay, in whole or in part, any
16 of a claimant's medical expenses, shall not be disclosed to the jury. In trial to the
17 court alone, the court may consider such evidence: **The recovery of past medical**
18 **expenses other than those provided by Subsections B or C of this Section shall**
19 **include the amounts paid to a medical provider by or on behalf of the claimant,**
20 **and the amounts remaining owed to a medical provider, including medical**
21 **expenses secured by a contractual or statutory privilege, lien, or guarantee.**

22 **G. In cases where the attorney for the claimant has entered into a**
23 **pre-negotiated agreement with a medical provider of the claimant whereby the**
24 **medical provider has agreed to accept as full compensation an amount less than**
25 **the amount billed, a claimant's recovery of medical expenses shall be limited to**
26 **the amount actually paid pursuant to the pre-negotiated agreement, and any**
27 **applicable cost sharing amounts paid or owed by the claimant.**

28 ~~G.H.~~ This Section shall not apply in cases brought pursuant to R.S. 40:1231.1
29 et seq., or 1237.1 et seq., **or to any benefits received by a party through a policy**
30 **of automobile liability insurance that provides for medical payments coverage.**

Prescriptive Period Changes

10 Art. 2315.1. Survival action

11 A. If a person who has been injured by an offense or quasi offense dies, the
12 right to recover all damages for injury to that person, his property or otherwise,
13 caused by the offense or quasi offense, shall survive for a period of one year from
14 the death of the deceased or two years from the day that injury or damage is
15 sustained, whichever is longer, in favor of:

16 * * *

17 F. The prescriptive period for medical malpractice survival actions is
18 governed by R.S. 9:5628.

19 * * *

20 Art. 2315.2. Wrongful death action

1 B. The right of action granted by this Article prescribes one year from the
2 death of the deceased or two years from the day that injury or damage is sustained,
3 whichever is longer.

4 * * *

5 F. The right of action granted by this Article for medical malpractice actions
6 prescribes one year from the death of the deceased.

Medical Malpractice Expansion

17 §1231.1. Definitions and general applications

18 A. As used in this Part:

19 * * *

20 (9) "Health care" means any act, or treatment, **administration, service, or**
21 **care related to policies and procedures and the administration thereof, staffing,**
22 **custodial services by licensed or certified staff,** performed or furnished, or which
23 should have been performed or furnished, by any health care provider for, to, or on
24 behalf of a patient during the patient's medical care, treatment, or confinement, or
25 during or relating to or in connection with the procurement of human blood or blood
26 components. **This includes all acts associated with the medical treatment of an**

1 individual, whether directly related to clinical care or performed in an
2 administrative or managerial capacity necessary for the delivery of such care.

3 (10) "Health care provider" means a person, partnership, limited liability
4 partnership, limited liability company, corporation, facility, or institution licensed
5 or certified by this state, state agencies, or a state board to provide health care or
6 professional services as a physician, hospital, nursing home, community blood
7 center, tissue bank, dentist, a licensed dietician or licensed nutritionist employed by,
8 referred by, or performing work under contract for, a health care provider or other
9 person already covered by this Part, registered or licensed practical nurse or certified
10 nurse assistant, offshore health service provider, ambulance service under
11 circumstances in which the provisions of R.S. 40:1237.1 are not applicable, certified
12 registered nurse anesthetist, nurse midwife, licensed midwife, nurse practitioner,
13 clinical nurse specialist, pharmacist, optometrist, podiatrist, chiropractor, physical
14 therapist, occupational therapist, psychologist, social worker, licensed professional
15 counselor, licensed perfusionist, licensed respiratory therapist, licensed radiologic
16 technologist, licensed clinical laboratory scientist, or any nonprofit facility
17 considered tax-exempt under Section 501(c)(3), Internal Revenue Code, pursuant to
18 26 U.S.C. 501(c)(3), for the diagnosis and treatment of cancer or cancer-related
19 diseases, whether or not such a facility is required to be licensed by this state, or any
20 professional corporation a health care provider is authorized to form under the
21 provisions of Title 12 of the Louisiana Revised Statutes of 1950, or any partnership,
22 limited liability partnership, limited liability company, management company, or
23 corporation ~~whose business is conducted principally by health care providers~~ which
24 may provide any kind of health care whatsoever, or an officer, employee, partner,
25 member, shareholder, or agent thereof acting in the course and scope of his
26 employment.

27 * * *

28 (13) "Malpractice" means any unintentional tort or any breach of contract
29 based on health care or professional services rendered, or which should have been
30 rendered, by a health care provider, to a patient, including but not limited to failure

1 to render services timely and the handling of a patient, including loading and
2 unloading of a patient, and ~~also includes~~ all legal responsibility of a health care
3 provider arising from acts or omissions during the procurement of blood or blood
4 components, in the staffing, training, or supervision of health care providers, or from
5 defects in blood, tissue, transplants, drugs, and medicines, or from defects in or
6 failures of prosthetic devices implanted in or used on or in the person of a patient.
7 This includes all acts associated with the medical treatment of an individual,
8 whether directly related to clinical care or performed in an administrative or
9 managerial capacity necessary for the delivery of such care.

10 * * *

Gun and Ammo Immunity

6 Section 1. R.S. 9:2800.60 is hereby amended and reenacted to read as follows:

7 §2800.60. Liability of manufacturers and sellers of firearms

8 A. The legislature finds and declares that the Louisiana Products Liability
9 Act was not designed to impose liability on a manufacturer or seller for the improper
10 use of a properly designed and manufactured product. The legislature further finds
11 and declares that the manufacture and sale of firearms and ammunition by
12 manufacturers, distributors, and dealers, duly licensed by the appropriate federal and
13 state authorities, is lawful activity and is not unreasonably dangerous.

14 B. No firearm or ammunition manufacturer, distributor, or seller shall be
15 liable for any injury, damage, or death resulting from any shooting injury by any
16 other person unless the claimant proves and shows that such injury, damage, or death
17 was proximately caused by the unreasonably dangerous construction or composition
18 of the product as provided in R.S. 9:2800.55.

19 C. Notwithstanding any other provision of law to the contrary, no
20 manufacturer, distributor, or seller of a firearm or ammunition who has transferred
21 that firearm or ammunition in compliance with ~~federal~~ and state law shall incur any

1 liability for any action of any person who uses a firearm in a manner which is
2 unlawful, negligent, or otherwise inconsistent with the purposes for which it was
3 intended.

4 D. The failure of a manufacturer, distributor, or seller to insure that a firearm
5 has a device which would: make the firearm useable only by the lawful owner or
6 authorized user of the firearm; indicate to users that a cartridge is in the chamber of
7 the firearm; or prevent the firearm from firing if the ammunition magazine is
8 removed, shall not make the firearm unreasonably dangerous, unless such device is
9 required by ~~federal~~ or state statute or regulation.

10 E.(1) For the purposes of this Chapter, the potential of a firearm or
11 ammunition to cause serious injury, damage, or death as a result of normal function
12 does not constitute a firearm or ammunition malfunction due to defect in design or
13 manufacture.

14 (2) A firearm or ammunition may not be deemed defective in design or
15 manufacture on the basis of its potential to cause serious bodily injury, property
16 damage, or death when discharged legally or illegally.

17 F. Notwithstanding any provision of law to the contrary, no manufacturer,
18 distributor, or seller of a firearm or ammunition shall incur any liability for failing
19 to warn users of the risk that:

20 (1) A firearm or ammunition has the potential to cause serious bodily injury,
21 property damage, or death when discharged legally or illegally.

22 (2) An unauthorized person could gain access to the firearm or ammunition.

23 (3) A cartridge may be in the chamber of the firearm.

24 (4) The firearm is capable of being fired even with the ammunition magazine
25 removed.

26 G. ~~The provisions of this Section shall not apply to assault weapons~~
27 ~~manufactured in violation of 18 U.S.C. §922(v).~~ In any civil action where the court
28 finds that the defendant is not liable as provided in this Section, the court shall award
29 the defendant all attorney fees, costs, and compensation for loss of income, and
30 expenses incurred as a result of such action.

1 Section 2. R.S. 40:1799 is hereby amended and reenacted to read as follows:

2 §1799. Preemption of state law; liability of manufacturer, trade association, or
3 dealer of firearms and ammunition

4 A. The governing authority of any political subdivision or local or other
5 governmental authority of the state is precluded and preempted from bringing suit
6 to recover against any firearms or ammunition manufacturer, distributor, trade
7 association, or dealer for damages for injury, death, or loss or to seek other injunctive
8 relief resulting from or relating to the ~~lawful~~ design, manufacture, marketing, or sale
9 of firearms or ammunition. The authority to bring such actions as may be authorized
10 by law shall be reserved exclusively to the state.

11 B. This Section shall not prohibit the governing authority of a political
12 subdivision or local or other governing authority of the state from bringing an action
13 against a firearms or ammunition manufacturer, distributor, trade association, or
14 dealer for breach of contract as to firearms or ammunition purchased by the political
15 subdivision or local authority of the state.

16 C. If a governing authority violates the provision of this Section, the
17 defendant may be entitled to court costs and attorney fees.

18 D. The court shall award reasonable attorney fees, court costs, compensation
19 for loss of income, and all expenses to the defendant in any civil action if the court
20 finds that the action was improperly brought under this Section.

Electronic Filing

Section 1. Code of Civil Procedure Article 253(B)(2) is hereby amended and reenacted and Code of Civil Procedure Article 253(B)(3) is hereby enacted to read as follows:

Art. 253. Pleadings, documents, and exhibits to be filed with clerk

* * *

B.

* * *

(2) On and after January 1, 2026, all filings as provided in Paragraph A of this Article and all other provisions of this Chapter filed by an attorney shall only be filed in person in paper form or transmitted electronically in accordance with a system established by a clerk of court or by Louisiana Clerks' Remote Access Authority. The filer shall be responsible for ensuring that private information is not included in filings. No filing shall include the first five digits of any social security number, tax identification numbers, state identification numbers, driver's license numbers, financial account numbers, full dates of birth, or any information protected from disclosure by state or federal law. The clerk of court shall adopt a system for

1 the electronic filing and storage of any pleading, document, or exhibit filed with a
2 pleading. A pleading or document filed electronically is deemed filed on the date
3 and time stated on the confirmation of electronic filing sent from the system, if the
4 clerk of court accepts the electronic filing. Public access to electronically filed
5 pleadings and documents shall be in accordance with the rules governing access to
6 paper filings.

7 (3) Notwithstanding the provisions of Subparagraph (B)(2) of this Article, the
8 following original documents may be filed in paper form, either in person, by U.S.
9 mail, or by commercial courier:

10 (a) An original will or testament filed and retained in accordance with Code
11 of Civil Procedure Article 2911.

12 (b) An original promissory note, other instrument, or any evidence required
13 to be in authentic form in accordance with Code of Civil Procedure Article 2635.

14 (c) Motions for default judgment which do not require a hearing in open
15 court pursuant to Code of Civil Procedure Articles 1702 and 1702.1 and supporting
16 attached documentation.

17 (d) Documents which are required to be original in order to support or
18 defend against a claim.

19 * * *

20 Section 2. Code of Criminal Procedure Article 14.1(B) is hereby amended and
21 reenacted to read as follows:

22 Art. 14.1. Electronic filings

23 * * *

24 B. Beginning January 1, 2026, all filings as provided in this Article and all
25 other provisions of this Code filed by an attorney shall only be filed in person in
26 paper form or transmitted electronically in accordance with a system established by
27 a clerk of court or by the Louisiana Clerks' Remote Access Authority. The filer shall
28 be responsible for ensuring that private information is not included in filings. No
29 filing shall include the first five digits of any social security number, tax
30 identification numbers, state identification numbers, driver's license numbers,

1 financial account numbers, full dates of birth, or any information protected from
2 disclosure by state or federal law. The clerk of court shall adopt a system for the
3 electronic filing and storage of any pleading, document, or exhibit other than those
4 documents or exhibits introduced and filed at a hearing or trial. Furthermore, in a
5 court that accepts electronic filings in accordance with this Paragraph, the official
6 record shall be the electronic record. A pleading or document filed electronically is
7 deemed filed on the date and time stated on the confirmation of electronic filing sent
8 from the system, if the clerk of court accepts the electronic filing. Public access to
9 electronically filed pleadings and documents shall be in accordance with the rules
10 governing access to written filings.

Mandatory Reporting for Use of Force

6 Section 1. R.S. 40:2554 is hereby enacted to read as follows:

7 **§2554. Mandatory reporting when force is used**

8 **No later than January 1, 2026, the Council on Peace Officer Standards**
9 **and Training shall adopt a policy regarding mandatory reporting when a peace**
10 **officer uses physical force that results in serious bodily injury as defined in R.S.**
11 **14:2(C), on a member of the public, whether or not the interaction results in an**
12 **arrest. The policy shall include but not be limited to when the use of force**
13 **report shall be required and who shall be required to complete the report. This**
14 **policy shall apply to all law enforcement agencies in the state. Nothing in this**
15 **policy shall prevent an agency from adopting a more strenuous policy.**

Speed Cameras

28 (4) The provisions contained in this Section shall not apply to a
29 governing authority of a municipality with a population of less than sixteen
30 thousand and more than fifteen thousand according to the latest federal
1 decennial census within a parish with a population of less than ninety thousand
2 and more than seventy thousand according to the latest federal decennial
3 census.

24 B. Criminal fines or fees shall not be imposed as a result of ~~handheld or~~
25 ~~manned devices~~ automated speed enforcement devices or mobile speed cameras
26 for the purpose of issuing a citation violation by mail, nor shall failure to pay the
27 citation result in reporting to any credit bureaus.

Chemtrail Ban

8 §2057. Prohibitions; exceptions

9 A. No person shall:

10 * * *

(3) Intentionally inject, release, apply, or disperse, by any means, a chemical, chemical compound, substance, or apparatus into the atmosphere within the borders of this state for the express purpose of affecting the temperature, weather, climate, or intensity of sunlight. The provisions of this Paragraph shall not apply to the injection, release, or dispersal under one thousand feet above ground level of fire retardant or fire suppressant substances for purposes of extinguishing or suppressing fire, or to the aerial application under one thousand feet above ground level of seeds, fertilizers, or pesticides for agriculture or forestry purposes.

20 **(a) Any person who observes an activity which may be conducted in**
21 **violation of this Subsection may report the observed activity to the department.**

(b) The department shall establish procedures for the intake of reports
made pursuant to this Subsection, which shall allow for electronic submittal.
The department may adopt any rules as necessary to implement this Subsection.