

2025 Regular Session

LSLI Disposition Sheet for the Civil Code

Effective date is August 1, 2025 unless otherwise noted

\*\*\*\*\*

<u>LSA-R.S.</u>	<u>Effect</u>	<u>Act No.</u>	<u>Section</u>	<u>Sp. Eff. Dt.</u>
√ Art. 14	Amend	488	1	
√ Art. 15	Enact	488	1	
√ Art. 159	Amend	488	1	
√ Art. 234	Amend	488	1	
√ Art. 689 thru 696 (Sec.3, Chpt.3, Title IV, Bk. II)	Amend	27	1	
√ Art. 696.1	Repeal	27	3	✓
√ Art. 811(B)	Amend	488	1	
√ Art. 1519.1	Enact	39	1	
√ Art. 1575	Amend	30	1	
√ Art. 1576	Amend	30	1	
√ Art. 1577	Repeal	30	3	✓
√ Art. 1578	Repeal	30	3	✓
√ Art. 1579	Repeal	30	3	✓
√ Art. 1580	Repeal	30	3	✓
√ Art. 1580.1	Repeal	30	3	✓
√ Art. 1581	Amend	30	1	
√ Art. 1805	Amend	488	1	
√ Art. 1899	Amend	488	1	
√ Art. 1900	Amend	488	1	
√ Heading, Chpt.7, Title IV, Bk.III	Amend	488	1	
√ Art. 1978	Amend	488	1	
√ Art. 1979	Amend	488	1	
√ Art. 1981	Amend	488	1	
√ Art. 1985	Amend	488	1	
√ Art. 2021	Amend	488	1	
√ Art. 2035	Amend	488	1	

✓	Art. 2315.1(A)(Intro.Par.)	-----Amend-----	176	-----	1		
✓	Art. 2315.1(E)	-----Amend-----	488	-----	1		
✓	Art. 2315.1(F)	-----Enact-----	176	-----	1		
✓	Art. 2315.2(B)	-----Amend-----	176	-----	1		
✓	Art. 2315.2(E)	-----Amend-----	488	-----	1		
✓	Art. 2315.2(F)	-----Enact-----	176	-----	1		
✓	Art. 2315.3	-----Amend-----	261	-----	7	✓	
R	✓	Art. 2315.12	-----Enact-----	17	-----	1	
	✓	Art. 2315. <sup>13</sup> <del>12</del>	-----Enact-----	409	-----	8	✓
	✓	Art. 2321(C)(3)	-----Amend-----	488	-----	1	
	✓	Art. 2323(A)	-----Amend-----	15	-----	1	01/01/2026 ✓
	✓	Art. 2323(D)	-----Enact-----	15	-----	1	01/01/2026 ✓
	✓	Art. 2442	-----Amend-----	488	-----	1	
	✓	Art. 2701	-----Amend-----	488	-----	1	
	✓	Art. 2806(B)	-----Amend-----	488	-----	1	
	✓	Art. 2806(C)	-----Amend-----	488	-----	1	
	✓	Art. 2838	-----Amend-----	488	-----	1	
	✓	Art. 2841	-----Amend-----	488	-----	1	
	✓	Art. 2843	-----Amend-----	488	-----	1	
	✓	Art. 2844(A)	-----Amend-----	488	-----	1	
	✓	Art. 2844(C)	-----Amend-----	488	-----	1	
	✓	Art. 3025	-----Amend-----	488	-----	1	
	✓	Art. 3338	-----Comment-----	488	-----	3	✓
	✓	Art. 3343	-----Repeal-----	488	-----	2	✓
	✓	Art. 3462	-----Amend-----	250	-----	1	
	✓	Art. 3506	-----Amend-----	488	-----	1	
	✓	Art. 3514	-----Enact-----	488	-----	1	
	✓	Art. 3536	-----Amend-----	488	-----	1	

Approved by HW on 7/18/2025  
 (Attorney)  
HW on 7/18/2025  
 (Revisor)

# ACT 488

**ENROLLED**

2025 Regular Session

HOUSE BILL NO. 181

BY REPRESENTATIVE WILEY

(On Recommendation of the Louisiana State Law Institute)

**La. State Law Institute  
PRINTER'S COPY  
NO EDITS**

Classification CC

- NOTE § 3 & PRINT COMMENT

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22

## AN ACT

To amend and reenact ~~Civil Code~~ Articles 14, 159, 234, 811(B), 1805, 1899, 1900, the heading of Chapter 7 of Title IV of Book III of the Civil Code, and Civil Code Articles 1978, 1979, 1981, 1985, 2021, 2035, 2315.1(E), 2315.2(E), 2321(C)(3), 2442, 2701, 2806(B) and (C), 2838, 2841, 2843, 2844(A) and (C), 3025, 3506, and 3536, to enact ~~Civil Code~~ the heading of Chapter 3 of Title Preliminary Title Articles 15 and 3514, and to repeal Civil Code Article 3343, relative to the signification of terms; to provide for definitions; to provide for use of gender and number; to provide with respect to parental authority; to provide with respect to abandonment in the survival and wrongful death actions; to provide with respect to multistate cases and conflict of laws; to provide with respect to third persons and third parties; to provide for Comments; and to provide for related matters.

Be it enacted by the Legislature of Louisiana:

Section 1. Civil Code Articles 14, 159, 234, 811(B), 1805, 1899, 1900, the heading of Chapter 7 of Title IV of Book III of the Civil Code, and Civil Code Articles 1978, 1979, 1981, 1985, 2021, 2035, 2315.1(E), 2315.2(E), 2321(C)(3), 2442, 2701, 2806(B) and (C), 2838, 2841, 2843, 2844(A) and (C), 3025, 3506, and 3536 are hereby amended and reenacted and Civil Code Articles 15 and 3514 are hereby enacted to read as follows:

~~CHAPTER 2. INTERPRETATION OF LAWS~~

~~CHAPTER 3. CONFLICT OF LAWS~~

\* \* \*

Art. 14. ~~Multistate cases~~ Use of gender

~~Unless otherwise expressly provided by the law of this state, cases having contacts with other states are governed by the law selected in accordance with the~~

1 ~~provisions of Book IV of this Code.~~ Unless the context indicates otherwise, words  
2 used with reference to one gender apply to other genders.

3 Revision Comments - 2025

4 This Article does not change the law. It restates the principles that existed  
5 in prior Article 3506(1). It is also consistent with other similar provisions on  
6 interpretation of laws. See, e.g., Code of Civil Procedure Article 5055; R.S. 1:8.

7 Art. 15. Use of number

8 Unless the context indicates otherwise, words used in the singular include the  
9 plural, and the plural includes the singular.

10 Revision Comments - 2025

11 This Article does not change the law. It restates the principles that existed  
12 in prior Article 3506(2) and reformulates them to be consistent with Code of Civil  
13 Procedure Article 5055 and R.S. 1:7.

14 \* \* \*

15 Art. 159. Effect of divorce on community property regime

16 A judgment of divorce terminates a community property regime retroactively  
17 to the date of filing of the petition in the action in which the judgment of divorce is  
18 rendered. The retroactive termination of the community shall be without prejudice  
19 to rights of third ~~parties~~ persons validly acquired in the interim between the filing of  
20 the petition and recordation of the judgment.

21 \* \* \*

22 Art. 234. Parental authority; custody award

23 Parental authority continues during marriage, unless modified by a judgment  
24 awarding custody to one parent, by a joint custody implementation order, or by a  
25 judgment awarding custody to a ~~third person~~ other than a parent.

26 An ascendant, other than a parent, who is awarded custody has parental  
27 authority. The authority of a ~~third person~~ who is awarded custody, other than a  
28 parent or an ascendant, is governed by the rules of tutorship, unless modified by  
29 court order.

30 \* \* \*

31 Art. 811. Partition by licitation or by private sale

32 \* \* \*

1 B. In the event that one or more of the co-owners are absentees or have not  
 2 consented to a partition by private sale, the court shall order a partition by private  
 3 sale and shall give first priority to the private sale between the existing co-owners,  
 4 over the sale by partition by licitation or private sale to ~~third parties~~ persons. The  
 5 court shall order the partition by private sale between the existing co-owners as  
 6 identified in the conveyance records as of the date of filing for the petition for  
 7 partition by private sale. The petition for partition by private sale shall be granted  
 8 first priority, and the sale shall be executed under Title IX of Book <sup>✓</sup>VII of the Code  
 9 of Civil Procedure.

10 \* \* \*

11 Art. 1805. Enforcement of contribution

12 A party sued on an obligation that would be solidary if it exists may seek to  
 13 enforce contribution against any solidary co-obligor by making him a ~~third party~~  
 14 third-party defendant according to the rules of procedure, whether or not that ~~third~~  
 15 ~~party~~ third-party defendant has been initially sued, and whether the party seeking to  
 16 enforce contribution admits or denies liability on the obligation alleged by plaintiff.

17 \* \* \*

18 Art. 1899. Rights acquired by ~~third parties~~ persons

19 Compensation can neither take place nor may it be renounced to the prejudice  
 20 of rights previously acquired by ~~third parties~~ persons.

21 Art. 1900. Assignment by obligee

22 An obligor who has consented to an assignment of the credit by the obligee  
 23 to a ~~third party~~ person may not claim against the ~~latter~~ third person any  
 24 compensation that the obligor otherwise he could have claimed against the former  
 25 obligee.

26 An obligor who has been given notice of an assignment to which he the  
 27 obligor did not consent may not claim compensation against the assignee for an  
 28 obligation of the assignor arising after that notice.

29 \* \* \*

CHAPTER 7. ~~THIRD-PARTY~~ THIRD-PARTY BENEFICIARY

Art. 1978. Stipulation for the benefit of a third party person

A contracting party may stipulate a benefit for a third person called a ~~third party~~ third-party beneficiary.

Once the ~~third party~~ third-party beneficiary has manifested his intention to avail himself of the benefit, the parties may not dissolve the contract by mutual consent without the beneficiary's agreement.

Art. 1979. Revocation

The stipulation may be revoked only by the stipulator and only before the ~~third party~~ third-party beneficiary has manifested his intention of availing himself of the benefit.

If the promisor has an interest in performing, however, the stipulation may not be revoked without his consent.

\* \* \*

Art. 1981. Rights of beneficiary and stipulator

The stipulation gives the ~~third party~~ third-party beneficiary the right to demand performance from the promisor.

Also the stipulator, for the benefit of the ~~third party~~ third-party beneficiary, may demand performance from the promisor.

\* \* \*

Art. 1985. Effects for ~~third parties~~ persons

Contracts may produce effects for ~~third parties~~ persons only when provided by law.

\* \* \*

Art. 2021. Rights of ~~third party~~ person in good faith

Dissolution of a contract does not impair the rights acquired through an onerous contract by a ~~third party~~ person in good faith.

If the contract involves immovable property, the principles of recordation

1 apply to a third person acquiring an interest in the property whether by onerous or  
2 gratuitous title.

3 \* \* \*

4 Art. 2035. Rights of third party person in good faith

5 Nullity of a contract does not impair the rights acquired through an onerous  
6 contract by a third party person in good faith.

7 If the contract involves immovable property, the principles of recordation  
8 apply to a third person acquiring an interest in the property whether by onerous or  
9 gratuitous title.

10 \* \* \*

11 Art. 2315.1. Survival action

12 \* \* \*

13 E. For purposes of this Article, a father or mother who has abandoned the  
14 deceased during his minority is deemed not to have survived him. Abandonment is  
15 presumed when the father or mother has left his child for a period of at least twelve  
16 months and the father or mother has failed to provide for the child's care and support.  
17 without just cause, thus demonstrating an intention to permanently avoid parental  
18 responsibility.

19 Revision Comments - 2025

20 This revision does not change the law. It redesignates and reproduces the  
21 substance of former Article 3506(3) as a second sentence of Paragraph E of this  
22 Article.

23 Art. 2315.2. Wrongful death action

24 \* \* \*

25 E. For purposes of this Article, a father or mother who has abandoned the  
26 deceased during his minority is deemed not to have survived him. Abandonment is  
27 presumed when the father or mother has left his child for a period of at least twelve  
28 months and the father or mother has failed to provide for the child's care and support.  
29 without just cause, thus demonstrating an intention to permanently avoid parental  
30 responsibility.

Revision Comments - 2025

This revision does not change the law. It redesignates and reproduces the substance of former Article 3506(3) as a second sentence of Paragraph E of this Article.

\* \* \*

Art. 2321. Damage caused by animals; livestock

\* \* \*

C. The owner of livestock is liable for damages for injuries to persons or property caused by the livestock that escape an enclosure and the owner could have prevented by an exercise of reasonable care. The owner of livestock is not liable for damages for injuries to person or property for livestock that escape an enclosure due to any of the following:

\* \* \*

(3) ~~Third-party~~ Third person provocation of the livestock.

\* \* \*

Art. 2442. Recordation of sale of immovable to affect third ~~parties~~ persons

The parties to an act of sale or promise of sale of immovable property are bound from the time that the act is made, but such an act is not effective against third ~~parties~~ persons until it is filed for registry according to the laws of registry.

\* \* \*

Art. 2701. Call in warranty

The lessor is bound to take all steps necessary to protect the lessee's possession against any disturbance covered by ~~the preceding~~ Article; 2700 as soon as the lessor is informed of such a disturbance. If the lessor fails to do so, the lessee may, without prejudice to his rights against the lessor, file any appropriate action against the person who caused the disturbance.

If a third ~~party~~ person brings against the lessee an action asserting a right in the thing or contesting the lessee's right to possess it, the lessee may join the lessor as a party to the action and shall be dismissed from the action, if the lessee so demands.

\* \* \*

1 Art. 2806. Ownership of immovable property; retroactivity of partnership's  
2 existence; acquisition of immovable property prior to partnership's existence

3 \* \* \*

4 B. As to third parties persons, the individual partners shall be deemed to own  
5 immovable property acquired in the name of the partnership until the contract of  
6 partnership is filed for registry with the secretary of state as provided by law.

7 C. Whenever any immovable property is acquired by one or more persons  
8 acting in any capacity for and in the name of any partnership which that has not been  
9 created by contract as required by law, and the partnership is subsequently created  
10 by contract in accordance with this Title ~~XI of Book III of the Civil Code~~, the  
11 partnership's existence shall be retroactive to the date of acquisition of an interest in  
12 such the immovable property, but such the retroactive effect shall be without  
13 prejudice to rights validly acquired by third persons in the interim between the date  
14 of acquisition and the date that the partnership was created by contract.

15 \* \* \*

16 Art. 2838. Name; designation as partnership in commendam:

17 For the liability of a partner in commendam to be limited as to third parties  
18 persons, the partnership must shall have a name that appears in the contract of  
19 partnership; the name must shall include language that clearly identifies it as a  
20 partnership in commendam, such as language consisting of the words "limited  
21 partnership" or "partnership in commendam"; and the name must shall not imply that  
22 the partner in commendam is a general partner.

23 \* \* \*

24 Art. 2841. Contract form; registry:

25 A contract of partnership in commendam must shall be in writing and filed  
26 for registry with the secretary of state as provided by law. Until the contract is filed  
27 for registry, partners in commendam are liable to third parties persons in the same  
28 manner as general partners.

29 \* \* \*

30 Art. 2843. Restrictions on the partner in commendam with regard to management  
31 or administration of the partnership:

1 A partner in commendam does not have the authority of a general partner to  
2 bind the partnership, to participate in the management or administration of the  
3 partnership, or to conduct any business with third parties persons on behalf of the  
4 partnership.

5 Art. 2844. Liability of the partner in commendam to third parties persons

6 A. A partner in commendam is not liable for the obligations of the  
7 partnership unless such the partner is also a general partner or, in addition to the  
8 exercise of such the partner's rights and powers as a partner, such the partner  
9 participates in the control of the business. ~~However, if~~ If, however, the partner in  
10 commendam participates in the control of the business, such the partner is liable only  
11 to persons who transact business with the partnership reasonably believing, based  
12 upon the partner in commendam's conduct, that the partner in commendam is a  
13 general partner.

14 \* \* \*

15 C. The enumeration in Paragraph B of this Article does not mean that the  
16 possession or exercise of any other powers by a limited partner constitutes  
17 participation by such the partner in the business of the partnership.

18 \* \* \*

19 Art. 3025. Termination by principal

20 The principal may terminate the mandate and the authority of the mandatary  
21 at any time. A mandate in the interest of the principal, and also of the mandatary or  
22 of a third party person, may be irrevocable, if the parties so agree, for as long as the  
23 object of the contract may require.

24 \* \* \*

25 Art. 3506. General definitions of terms

26 Whenever the terms of law, employed in this Code, have not been  
27 particularly defined therein otherwise, they shall be understood as follows:

28 ~~1. The masculine gender comprehends the two sexes, whenever the provision~~  
29 ~~is not one, which is evidently made for one of them only:~~

CODING: Words in struck through type are deletions from existing law; words underscored are additions.

1           ~~Thus, the word man or men includes women, the word son or sons includes~~  
2           ~~daughters, the words he, his and such like, are applicable to both males and females.~~

3           ~~2. The singular is often employed to designate several persons or things: the~~  
4           ~~heir, for example, means the heirs, where there are more than one.~~

5           ~~3. Abandoned.--In the context of a father or mother abandoning his child,~~  
6           ~~abandonment is presumed when the father or mother has left his child for a period~~  
7           ~~of at least twelve months and the father or mother has failed to provide for the child's~~  
8           ~~care and support, without just cause, thus demonstrating an intention to permanently~~  
9           ~~avoid parental responsibility.~~

10           ~~5. Assigns.--Assigns means those to whom~~ (1) Assignment. An assignment  
11           ~~is a transfer of rights have been transmitted by particular title,~~ such as by sale,  
12           ~~donation, or particular legacy, transfer or cession.~~

13           ~~8. Children. Under this name are included those persons born of the~~  
14           ~~marriage, those adopted, and those whose filiation to the parent has been established~~  
15           ~~in the manner provided by law, as well as descendants of them in the direct line.~~

16           ~~A child born of marriage is a child conceived or born during the marriage of~~  
17           ~~his parents or adopted by them.~~

18           ~~A child born outside of marriage is a child conceived and born outside of the~~  
19           ~~marriage of his parents.~~

20           ~~12. Family.--Family in a limited sense, signifies father, mother, and children.~~  
21           ~~In a more extensive sense, it comprehends all the individuals who live under the~~  
22           ~~authority of another, and includes the servants of the family.~~

23           ~~It is also employed to signify all the relations who descend from a common~~  
24           ~~root.~~

25           ~~(2) Juridical act. A juridical act is a manifestation of will intended to~~  
26           ~~produce legal consequences. Juridical acts may be unilateral, such as donations~~  
27           ~~mortis causa, or bilateral, such as contracts.~~

28           ~~28. (3) Successor.--Successor is, generally speaking, the~~ A successor is a  
29           ~~person who takes the place of another. There are in law two sorts~~ kinds ~~of~~  
30           ~~successors: the universal successor, such as the heir, the universal legatee, and the~~



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42

been retained solely because of its use in other substantive provisions of the Civil Code. See, e.g., Articles 935, 1229, 1231, 1234, 1299, 1300, 1307, 1351, 1586, 1613, and 1725. The term "successor" used in this Article and throughout the Civil Code has a meaning that is similar, but not identical, to the term "legal successor" used in the Code of Civil Procedure. See, e.g., Code of Civil Procedure Articles 801 through 805 and 2701 through 2703.

(c) The term "third person" has been revised and updated to accord with its modern and varied usage throughout the Civil Code. The definition of "third person" in this Article includes the substance of former Article 3343 but expands upon it to accommodate usage of the term in other parts of the Civil Code. A "third person" is one who is not a party to the underlying transaction, obligation, or right. In the context of marriage, a "third person" is anyone, including the officiant, other than the individuals who are contracting marriage. See, e.g., Article 91. In the context of instruments or juridical acts, a third person is anyone who is not a maker of the instrument or a party bound by the juridical act. See, e.g., Articles 3342 and 3353. In other contexts, the Civil Code uses the term "third person" to refer to persons not a party to a specified legal relationship. See, e.g., Article 468 (pertaining to deimmobilization in the absence of rights of third persons (i.e., one other than the owner and a transferor)); Article 598 (referring to the encroachment on a usufruct by a third person (i.e., one other than usufructuary or naked owner)); Article 1521 (referring to dispositions by a third person (i.e., one other than a donor and donee) pursuant to a vulgar substitution); Article 1961 (pertaining to duress by a third person (i.e., one other than offeror or offeree)); and Article 2465 (pertaining to a sales price left to the determination of a third person (i.e., one other than a vendor or a vendee)). Importantly, the articles of the Civil Code pertaining to assignment, assumption, and subrogation make reference to agreements between parties to the original relationship and third persons to whom rights are transferred or who assume obligations. In the context of those articles, it is clear that the term "third person" similarly refers to a person who is not a party to the original obligation. Nevertheless, once the assignment, assumption, or subrogation occurs, the relevant third person enjoys certain rights or undertakes certain obligations pursuant to the original obligation and is no longer properly considered a third person to those rights or obligations. For the extent of the rights assigned or obligations assumed, see, e.g., Articles 1821 through 1827 and 1900. Universal successors are also excluded from the definition of "third person" as universal successors "represent[] the person of the deceased," "acquire ownership of the estate," may be "liable to creditors for the payment of the estate debts," and "continue[] the possession of the decedent with all its advantages and defects." See Articles 3506(3), 935, 1416(A), and 936. The definition of the term "third person" as used in the Civil Code does not implicate the meaning of the same term used in the Code of Civil Procedure, see, e.g., Code of Civil Procedure Article 1091, or the meaning of the term "third possessor," which is used in the Civil Code and defined in Article 3315.

43  
44  
45  
46  
47  
48

(d) Other terms, such as "family," have been deleted because the prior definition was inaccurate and the current use of the term in the Civil Code can be ascertained by ordinary meaning. See Article 11. The term "child" has also been deleted because of the varying meanings ascribed to the term in different articles of the Civil Code. Compare, e.g., Articles 196 and 197, with Articles 2315.5 and 2315.6.

BOOK IV. CONFLICT OF LAWS

TITLE I. GENERAL PROVISIONS

Art. 3514. Multistate cases

Unless otherwise expressly provided by the law of this state, cases having contacts with other states are governed by the law selected in accordance with the provisions of this Book.

Revision Comments - 2025

(a) This Article does not change the law. Former Article 14 has been redesignated as current Article 3514 solely for purposes of more accurate placement in the Civil Code. Comments (b) and (c) to this Article have also been reproduced from Comments (a) and (b) to prior Article 14 with only minor stylistic amendments.

(b) Role and function of this Article. This Article replaces Articles 14 and 15 (Redesignated 1987), which contained virtually all of the choice-of-law rules of the Code. The choice-of-law rules are now placed in Book IV. This Article delineates the scope of Book IV and establishes its residual nature vis-a-vis other more specific provisions of Louisiana legislation.

(c) Role and function of Book IV. The scope of Book IV encompasses all multistate cases or "cases having contacts with other states," whether these contacts pertain to the domicile of the parties, the transaction or the occurrence giving rise to the dispute, or the location of its object or subject matter. These contacts may implicate the laws of the involved foreign states in a way that raises the potential of a conflict between their laws and the law of this state. Book IV establishes the principles for determining whether such a conflict actually exists in a given case and, if so, how it should be resolved. Through these principles, a court will determine whether the provisions of the first three books of the Civil Code as well as other Louisiana laws should apply to a particular case "having contacts with other states" and, if so, to what extent.

The residual nature of the provisions of Book IV is established by the introductory phrase of this Article "[u]nless otherwise expressly provided by the law of this state." This phrase means that the provisions of Book IV are not intended to supersede more specific choice-of-law rules contained in other Louisiana statutes, such as the Insurance Code, the Uniform Commercial Code, the Consumer Credit and Consumer Protection statutes, and the Lease of Movables Act. When applicable, those rules, being more specific, prevail over the provisions of Book IV.

\* \* \*

Art. 3536. Real rights in corporeal movables

Real rights in corporeal movables are governed by the law of the state in which the movable was situated at the time that the right was acquired.

Nevertheless, after the removal of a movable to this state, a real right acquired while the movable was situated in another state is subject to the law of this state if: (1) the right is incompatible with the law of this state; or (2) the holder of

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14

the right knew or should have known of the removal to this state; or (3) justice and equity so dictate in order to protect third parties persons who, in good faith, have dealt with the thing after its removal to this state.

Section 2. Civil Code Article 3343 is hereby repealed in its entirety.

Section 3. The Louisiana State Law Institute is hereby directed to print the following

Comment to Civil Code Article 3338:

Art. 3338. Instruments creating real rights in immovables; recordation required to affect third persons

\* \* \*

Revision Comments - 2025

Although Article 3343, which previously defined the term "third person," has been repealed, no change in the law is intended. Article 3506 now defines the term "third person" as that term is used throughout the Civil Code. The substance of former Article 3343 is now contained in Article 3506.

[NOTE: CC ART. 3338 + PRINT COMMENT]

  
\_\_\_\_\_  
SPEAKER OF THE HOUSE OF REPRESENTATIVES

  
\_\_\_\_\_  
PRESIDENT OF THE SENATE

\_\_\_\_\_  
GOVERNOR OF THE STATE OF LOUISIANA

APPROVED: \_\_\_\_\_

# ACT 27

2025 Regular Session

ENROLLED

SENATE BILL NO. 35

BY SENATOR PRICE (On Recommendation of the Louisiana State Law Institute)

Prefiled pursuant to Article III, Section 2(A)(4)(b)(i) of the Constitution of Louisiana.

La. State Law Institute  
PRINTER'S COPY

Edits To: CC Pgs. 2, 4, 6

Note: - COPY PGS. 1-6, 10

La. State Law Institute  
PRINTER'S COPY

Edits To: RS 9 Pgs. 9

Note: - COPY PGS. 1, 6-10

## AN ACT

To amend and reenact Section 3 of Chapter 3 of Title IV of Book II of the Civil Code, to be comprised of Civil Code Arts. 689 through 696, to enact Chapter 3 of Code Title IV of Code Book II of Title 9 of the Louisiana Revised Statutes of 1950, to be comprised of R.S. 9:1281 through 1289, and to repeal Civil Code Art. 696.1, relative to legal servitudes; to provide for rights of passage; to provide for enclosed estates; to provide for utility servitudes; to provide for constructions; to provide for location; to provide for compensation; to provide for indemnification; and to provide for related matters.

Be it enacted by the Legislature of Louisiana:

Section 1. Section 3 of Chapter 3 of Title IV of Book II of the Civil Code, comprised of Civil Codes Arts. 689 through 696, is hereby amended and reenacted to read as follows:

### SECTION 3. RIGHT OF PASSAGE

Art. 689. Enclosed estate; right of passage

A. The owner of an estate that has no access to a public road ~~or utility~~ may claim a right of passage over neighboring property to the nearest public road ~~or utility~~. He The owner is bound to compensate his the neighbor for the right of passage acquired ~~and to indemnify his neighbor for the damage he may occasion.~~

~~New or additional maintenance burdens imposed upon the servient estate or intervening lands resulting from the utility servitude shall be the responsibility of the owner of the dominant estate.~~

B. The right to demand compensation from the owner of the enclosed

1 estate may become barred by prescription. The accrual of prescription has no  
 2 effect on the right of passage due to the owner of the enclosed estate.

3 Revision Comments – 2025

4 (a) This revision does not change the law regarding the right of passage for  
 5 an enclosed estate. This Article expresses the default rule that when an estate has no  
 6 access to a public road, the owner of the enclosed estate must be provided a servitude  
 7 of passage to the nearest public road and the owner of the enclosed estate must  
 8 compensate the owner of the estate over which passage is obtained for that right of  
 9 passage.

10 (b) An estate has no access to a public road when the estate does not abut a  
 11 public road and have legal access to a public road. See *Rockholt v. Keaty*, 237 So.  
 12 2d 663, 667-68 (La. 1970). An estate that has access to a public road through, for  
 13 example, a servitude created by acquisitive prescription, destination of the owner,  
 14 or juridical act is not an enclosed estate.

15 (c) This revision clarifies that compensation is owed when a right of passage  
 16 is provided under this Article. Compensation for a right of passage is the fair market  
 17 value of the right of passage. See *Hutchison v. Jackson*, 399 So. 2d 1238, 1241 (La.  
 18 App. 3 Cir. 1981). This revision continues the rule previously stated in Article 696  
 19 that the right of an owner to demand compensation from the owner of an enclosed  
 20 estate may become barred by prescription, but the accrual of prescription does not  
 21 impact the owner of the enclosed estate's ability to claim or exercise a right of  
 22 passage.

23 (d) This revision continues to require the owner of an enclosed estate to  
 24 indemnify a neighbor over whose property passage is acquired for any damage  
 25 caused by the exercise of the servitude. The requirement to indemnify the neighbor  
 26 for any damage caused has been moved to Article 696 to clarify that indemnification  
 27 is required for a right of passage acquired under either Article 689 or Article 694.

28 (e) This revision removes the utility servitude from the enclosed estates  
 29 articles. The utility servitude is provided for in R.S. 9:1281 et seq.

30 Art. 690. Extent of passage

31 The right of passage for the benefit of an enclosed estate shall be suitable for  
 32 the kind of traffic ~~or utility~~ that is reasonably necessary for the use of that estate.

33 Revision Comments – 2025

34 (a) This revision does not change the law. It continues to require that the right  
 35 of passage for the benefit of an enclosed estate should be that which is reasonably  
 36 necessary for the enclosed estate based on its use.

37 (b) In determining what is reasonably necessary for the use of the enclosed  
 38 estate, consideration shall be given to the use of the enclosed estate at the time of  
 39 enclosure, the current use of the enclosed estate, any reasonably anticipated uses of  
 40 the enclosed estate, and other relevant facts. In many cases, a right of passage for  
 41 vehicular traffic may be the type of passage that is reasonably necessary for the  
 42 enclosed estate, but this Article does not necessarily require that an enclosed estate  
 43 receive a right of passage for vehicular traffic.

44 Art. 691. Constructions

45 The owner of the enclosed estate may construct on the right-of-way the type  
 46 of road, ~~utility, or railroad, or other works~~ reasonably necessary for the exercise of  
 47 the servitude right of passage.

1           ~~The utility crossing shall be constructed in compliance with all appropriate~~  
 2           ~~and applicable federal and state standards so as to mitigate all hazards posed by the~~  
 3           ~~passage and the particular conditions of the servient estate and intervening lands.~~

## Revision Comments – 2025

5           (a) This revision does not change the law regarding the types of roads,  
 6           railroads, or other works that may be constructed.

8           (b) The utility servitude is provided for in R.S. 9:1281 et seq. and includes the  
 9           standard to which the utility crossing must be constructed.

## Art. 692. Location of passage

11           The owner of the enclosed estate may not demand the location of the right  
 12           of passage or the right-of-way for the utility anywhere ~~he~~ that the owner chooses.  
 13           The passage generally shall be taken along the shortest route from the enclosed estate  
 14           to the public road or utility at the location generally shall be taken along the  
 15           shortest route that is the least injurious to the intervening lands.

16           ~~The location of the utility right-of-way shall coincide with the location of the~~  
 17           ~~servitude of passage unless an alternate location providing access to the nearest~~  
 18           ~~utility is least injurious to the servient estate and intervening lands.~~

19           ~~The court shall evaluate and determine that the location of the servitude of~~  
 20           ~~passage or utility shall not affect the safety of the operations or significantly interfere~~  
 21           ~~with the operations of the owner of the servient estate or intervening lands prior to~~  
 22           ~~the granting of the servitude of passage or utility.~~

## Revision Comments – 2025

24           (a) This revision does not change the law for the purpose of the location of  
 25           the right of passage.

26           (b) There is a general presumption that the shortest route is the route least  
 27           injurious to the servient estate. See *Hardisty v. Young*, 720 So. 2d 811 (La. App. 3  
 28           Cir. 1998); *Mitcham v. Birdsong*, 573 So. 2d 1294 (La. App. 2 Cir. 1991); *Wells v.*  
 29           *Anglade*, 23 So. 2d 469, 472 (La. App. 1 Cir. 1945). The shortest route, however,  
 30           may not be the least injurious to the servient estate, in which case the court may  
 31           select an alternative location. In determining whether the shortest route is least  
 32           injurious, courts should consider facts such as whether the location of the right of  
 33           passage will interfere with the operations of the proposed servient estate, excessive  
 34           costs to either the dominant or the servient estate, conditions that may make the  
 35           shortest route impassable, or other factors. See, e.g., *Inabnet v. Pipes*, 241 So. 2d  
 36           595, 597–98 (La. App. 2 Cir. 1970); *Pearson v. Theriot*, 534 So. 2d 35, 37–38 (La.  
 37           App. 3 Cir. 1988); *May v. Miller*, 941 So. 2d 661, 669–70 (La. App. 3 Cir. 2006).

38           (c) In determining the location of the right of passage, this Article recognizes  
 39           that there may be multiple estates, or intervening lands, that could serve as the  
 40           servient estate, all of which may allow an equidistant passage to the public road. In

1 such a case, the court must determine which estate will be the servient estate and  
 2 where on that estate the passage will be located. In both instances, the court should  
 3 ensure that the shortest route that is the least injurious is selected.

4 (d) The selection of the location of the passage under this Article applies to  
 5 a right of passage created under Article 689. This Article does not apply to a right  
 6 of passage created under Article 694.

7 Art. 693. Enclosed estate; voluntary act:

8 If an estate becomes enclosed as a result of a voluntary act ~~or omission~~ of its  
 9 owner **at the time of the enclosure**, the neighbors are not bound to furnish a passage  
 10 to ~~him or his~~ **the owner or the owner's** successors.

11 Revision Comments – 2025

12 (a) This revision clarifies existing law. An estate that becomes enclosed  
 13 through the voluntary actions of that estate's owner at the time that the estate  
 14 becomes enclosed is not entitled to a right of passage under Article 689. See  
 15 Spotsville v. Herbert & Murrell, Inc., 698 So. 2d 31 (La. App. 3 Cir. 1997). The  
 16 owner of the enclosed estate may acquire a conventional servitude of passage  
 17 through a voluntary transaction with a neighboring owner, but the enclosed estate  
 18 owner is not entitled to claim a legal servitude of passage under Article 689.

19 (b) This Article applies only when the owner of the enclosed estate causes the  
 20 enclosure through his voluntary actions at the time of the enclosure. For example, if  
 21 an owner subdivides the property and retains the enclosed tract of land without  
 22 reserving a right of passage, the enclosed estate has become enclosed as a result of  
 23 the voluntary action of the owner and is not entitled to a right of passage under  
 24 Article 689. This Article does not apply when the enclosure is caused by the inaction  
 25 of the owner of the enclosed estate, such as when the enclosure is caused by the loss  
 26 of a servitude through prescription of nonuse. See LeBlanc v. Thibodeaux, 615 So.  
 27 2d 295 (La. 1993). ~~THIS~~

28 (c) This Article applies to the owner of the enclosed estate and the owner's  
 29 successors. Although some courts have interpreted the Article otherwise, the plain  
 30 language of Article 693 has always clearly stated that it applies to successors. See  
 31 Yiannopoulos, 4 La. Civ. L. Treatise, Predial Servitudes §5:23 (2013).

32 Art. 694. Enclosed estate; voluntary alienation or **judicial** partition

33 **A.** When in the case of **judicial** partition, or a voluntary alienation of an  
 34 estate or of a part thereof, property alienated or partitioned becomes enclosed,  
 35 passage shall be furnished gratuitously **to the owner and the owner's successors**  
 36 **even if the location of the passage is not the shortest route to the public road,**  
 37 **and even if the act of alienation or partition does not mention a right of passage.**

38 **B.** **In the case of judicial partition, passage shall be furnished** by the  
 39 owner of the land on which the passage was previously exercised, ~~even if it is not the~~  
 40 ~~shortest route to the public road or utility, and even if the act of alienation or~~  
 41 ~~partition does not mention a servitude of passage.~~ **In the case of a voluntary**

1 alienation, passage shall be furnished on the estate whose owner caused the  
 2 enclosure.

3 Revision Comments – 2025

4 (a) This revision clarifies that when an estate is enclosed by judicial partition  
 5 or alienation, a gratuitous right of passage is owed to the owner of the enclosed estate  
 6 and the owner's successors. Prior jurisprudence was unclear whether a gratuitous  
 7 right of passage was always owed by the estate that caused the enclosure or only  
 8 when passage had clearly been exercised previously over the estate of the owner who  
 9 caused the enclosure. This revision clarifies that when an estate is enclosed due to  
 10 a judicial partition, passage should be provided where it was previously exercised,  
 11 but when an estate is enclosed due to a voluntary alienation, the estate of the owner  
 12 who caused the enclosure must furnish the passage. See *Patin v. Richard*, 291 So. 2d  
 13 879 (La. App. 3 Cir. 1974); *Langevin v. Howard*, 363 So. 2d 1209 (La. App. 2 Cir.  
 14 1978), writ denied, 366 So. 2d 560 (La. 1979); *Petrovich v. Trabeau*, 780 So. 2d  
 15 1258 (La. App. 4 Cir. 2001), writ denied, 793 So. 2d 1251 (La. 2001). See also  
 16 Yiannopoulos, 4 La. Civ. L. Treatise, *Predial Servitudes* §5:20 (2013).

17 (b) The rule that passage shall be furnished by the owner of the land on which  
 18 passage was previously exercised applies only to judicial partitions; it does not apply  
 19 to extrajudicial partitions. Prior law did not distinguish between judicial and  
 20 extrajudicial partitions. Accordingly, enclosed estates created through extrajudicial  
 21 partitions prior to this revision continue to be governed by prior law.

22 (c) This Article does not apply to a right of passage created under Article  
 23 689. Instead, Article 692 provides the rule for where a right of passage created under  
 24 Article 689 should be located.

25 (d) This revision is modeled in part after French Civil Code Article 684.

26 Art. 695. Relocation of servitude:

27 The owner of the enclosed estate has no right to the relocation of this **the**  
 28 servitude **of passage** after it is fixed. The owner of the servient estate has the right  
 29 to demand relocation of the servitude to a more convenient place at his own expense,  
 30 provided that it affords the same facility to the owner of **the new location is equally**  
 31 **convenient to** the enclosed estate.

32 Revision Comments – 2025

33 (a) This revision clarifies that in relocating the servitude, the owner of the  
 34 servient estate must ensure that the new location of the servitude is equally  
 35 convenient for the owner of the enclosed estate.

36 (b) The requirement that the relocated servitude must be equally convenient  
 37 for the owner of the enclosed estate is similar to the requirement for the owner of a  
 38 servient estate to relocate a conventional predial servitude under Article 748. Unlike  
 39 under Article 748, however, in order for the owner of a servient estate to relocate a  
 40 legal predial servitude of passage under Article 689 et seq., the owner of the servient  
 41 estate need not show that the original location of the servitude is more burdensome  
 42 for him.

43 Art. 696. Prescriptibility of action for indemnity: **Indemnity**

44 **A. The owner of an enclosed estate having a right of passage is bound to**

1 indemnify the owner of the servient estate for any damage caused by the  
 2 exercise of the right of passage.

3 B. The right for to demand indemnity against the owner of the enclosed  
 4 estate may be lost become barred by prescription. The accrual of this prescription  
 5 has no effect on the right of passage.

6 Revision Comments – 2025

7 (a) This revision does not change the law. The requirement to indemnify  
 8 one's neighbor for any damage caused by the exercise of the right of passage was  
 9 previously located in Article 689 but has been moved to Article 696 to clarify that  
 10 the right for indemnification applies to all rights of passage acquired under this  
 11 Section Article, including rights of passage acquired under Articles 689 and 694.

12 (b) The indemnity required under Article 696 is for damage caused to the  
 13 servient estate due to the exercise of the servitude. See Yiannopoulos, 4 La. Civ. L.  
 14 Treatise, Predial Servitudes §5:15 (2013). Damages may be caused to the servient  
 15 estate in the construction of works built by the owner of the enclosed estate or the  
 16 owner's use of the servitude.

17 (c) Indemnification for damages is distinct from the compensation required  
 18 in Article 689. Whereas compensation under Article 689 is the fair market value of  
 19 the right of passage, the amount of the indemnity is fixed in light of the damage  
 20 occasioned to the servient estate. See, e.g., Dickerson v. Coon, 71 So. 3d 1135 (La.  
 21 App. 2 Cir. 2011) (discussing the removal of timber to build a right of passage);  
 22 Robertson v. Arledge, 328 So. 3d 551 (La. App. 2 Cir. 2021) (discussing the forced  
 23 relocation and replacement of deer stands). If the owner of the servient estate cannot  
 24 prove damage resulting from the exercise of the servitude, no indemnity may be  
 25 owed. See Altemus v. Boudreaux, 184 So. 3d 142 (La. App. 3 Cir. 2015).

26 Section 2. Chapter 3 of Code Title IV of Code Book II of Title 9 of the Louisiana  
 27 Revised Statutes of 1950, comprised of R.S. 9:1281 through 1289, is hereby enacted to read  
 28 as follows:

29 CHAPTER 3. UTILITY SERVITUDES

30 §1281. Definition

31 As used in this Chapter, a utility is a service, such as electricity, water,  
 32 sewer, gas, telephone, cable, and power and communication networks, of the  
 33 kind commonly used in the operation of an ordinary household, whether the  
 34 service is provided to a household or business.

35 Revision Comments – 2025

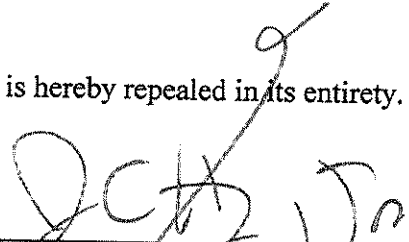
36 (a) This revision does not change the law but simply relocates existing law  
 37 on utility servitudes from the Civil Code to the Revised Statutes. The only utilities  
 38 for which a servitude may be claimed under this Chapter are those of the nature  
 39 described in this Section. A utility of the nature described in this Section may,  
 40 however, be claimed for any type of dominant estate regardless of whether it is used  
 41 for residential, agricultural, or commercial purposes.

42 (b) The reference to an "ordinary household" does not mean that only an

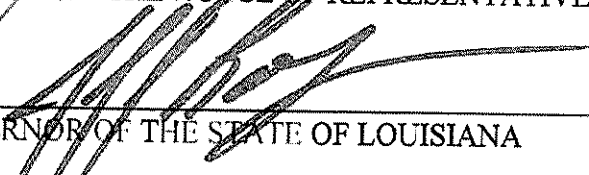
1  
2  
3

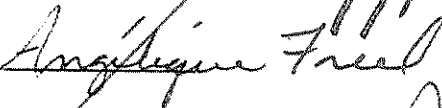
estate may become barred by prescription. The accrual of prescription has no effect on the utility servitude.

Section 3. Civil Code Art. 696.1 is hereby repealed in its entirety.

  
\_\_\_\_\_  
PRESIDENT OF THE SENATE

  
\_\_\_\_\_  
SPEAKER OF THE HOUSE OF REPRESENTATIVES

  
\_\_\_\_\_  
GOVERNOR OF THE STATE OF LOUISIANA

APPROVED: 

June 4, 2025

# ACT 39

La. State Law Institute  
PRINTER'S COPY

2025 Regular Session

Ed's To: CC  
Note:

Pgs. 3

ENROLLED

SENATE BILL NO. 93

BY SENATOR LAMBERT (On Recommendation of the Louisiana State Law Institute)

Prefiled pursuant to Article III, Section 2(A)(4)(b)(i) of the Constitution of Louisiana.

## AN ACT

To enact Civil Code Art. 1519.1, relative to penalty clauses; to provide for the enforceability of penalty clauses; and to provide for related matters.

Be it enacted by the Legislature of Louisiana:

Section 1. Civil Code Art. 1519.1 is hereby enacted to read as follows:

### Art. 1519.1. Penalty clauses

A provision in a juridical act that purports to penalize a person for filing an action to challenge an *inter vivos* or *mortis causa* donation, an action related to a succession, or an action related to a trust administration is unenforceable if, at the time of instituting the action to challenge, a factual basis existed that would lead a reasonable person to conclude that there is a substantial likelihood that the challenge would be successful.

#### Revision Comments – 2025

(a) Penalty, no-contest, or in terrorem clauses have traditionally been dealt with by Louisiana courts under Article 1519. In the absence of more specific and clearer legislation, however, the courts have not developed a consistent approach to determine when penalty clauses are enforceable. See, e.g., Succession of Maloney, 392 So. 3d 302 (La. 2024); Succession of Maloney, 353 So. 3d 267 (La. App. 5 Cir. 2022); Succession of Gardiner, 366 So. 2d 1065 (La. App. 3 Cir. 1979); Succession of Kern, 252 So. 2d 507 (La. App. 4 Cir. 1971); Irina Fox, Comment, Penalty Clauses in Testaments: What Louisiana Can Learn from the Common Law, 70 La. L. Rev. 1265 (2010). The Louisiana Supreme Court, in fact, has invited legislative clarity on the issue of penalty or in terrorem clauses. Succession of Maloney, 392 So. 3d 302 (La. 2024) ("We leave this question for another day noting that – in the interim – our legislature may wish to evaluate whether public policy dictates that specific statutory exceptions precluding the operation of no-contest clauses should exist based on the nature of a legatee's action in contesting a will."). The approach of this revision balances the donor's interest in preventing vexatious and frivolous lawsuits with the interest of a donee or other person in ensuring that a provision in a donation is fully free. This provision accords with the modern approach in the United States regarding penalty or in terrorem clauses in donations. See, e.g., Unif. Prob. Code §3-905; Restatement (Third) Property: Wills and Other Donative Transfers §8.5.

(b) This revision adopts the approach of the Restatement (Third) Property and the Uniform Probate Code but declines to codify the term "probable cause" in the text of this Article due to a concern for confusion of concepts between this special "civil" conception of probable cause and the more common concept of probable

1 cause prevalent in criminal law. The Restatement (Third) Property explains the civil  
 2 standard of probable cause thusly: "Probable cause exists when, at the time of  
 3 instituting the proceeding, there was evidence that would lead a reasonable person,  
 4 properly informed and advised, to conclude that there was a substantial likelihood  
 5 that the challenge would be successful. A factor that bears on the existence of  
 6 probable cause is whether the beneficiary relied upon the advice of independent legal  
 7 counsel sought in good faith after a full disclosure of the facts. The mere fact that the  
 8 person mounting the challenge was represented by counsel is not controlling,  
 9 however, since the institution of a legal proceeding challenging a donative transfer  
 10 normally involves representation by legal counsel." Restatement (Third) Property:  
 11 Wills and Other Donative Transfers §8.5, cmt c. In the criminal context, affidavits  
 12 of probable cause are required in certain contexts. See, e.g., Code of Criminal  
 13 Procedure Article 230.2. In those circumstances, probable cause exists "when the  
 14 facts and circumstances known to the officer and of which he has reasonably  
 15 trustworthy information are sufficient to justify a man of ordinary caution in  
 16 believing the person to be arrested has committed a crime." State v. Wilson, 467 So.  
 17 2d 503, 515 (La. 1985).

18 (c) Although different states may have slight variations on the details of civil  
 19 probable cause, the use of probable cause in evaluating penalty, no-contest, or in  
 20 terrorem clauses is the dominant approach throughout the United States. See, e.g.,  
 21 Alaska Stat. §13.16.555; Ariz. Stat. §14-2517; Cal. Prob. Code §21311; Colo. Rev.  
 22 Stat. §15-12-905; Haw. Rev. Stat. §560:3-905; Idaho Code §15-3-905; In re Estate  
 23 of Foster, 376 P.2d 784 (Kan. 1962); Maine Tit. 18-C: §3-905; MD Estates and  
 24 Trusts Code §4-413; Mich. Comp. Laws Ann. §700.3905; Minn. Stat. Ann. §524.2-  
 25 517; Mont. Code Ann. §72-2-537; Neb. Rev. Stat. §30-24, 103; N.J. Stat. Ann.  
 26 §3B:3-47; N.M. Stat. Ann. §45-2-517; N.D. Cent. Code §30.1-20-05; 20 Pa. Stat.  
 27 §2521; S.C. Code Ann. §62-3-905; S.D. Codified Laws §29A-3-905; Utah Code  
 28 Ann. §75-3-905; Wis. Stat. §854.19. Common-law concepts have sometimes been  
 29 borrowed and transplanted into the Civil Code when helpful. See, e.g. Article 1479  
 30 (adopting the common-law concept of "undue influence" after the change in forced  
 31 heirship). The explanation in the Restatement and the jurisprudence of other states  
 32 should be informative to Louisiana courts. In explaining when no-contest clauses  
 33 should be applied, the North Carolina Supreme Court explained as follows: "In our  
 34 opinion, a bona fide inquiry whether a will was procured through fraud or undue  
 35 influence, should not be stifled by any prohibition contained in the instrument itself.  
 36 In fact, our courts should be as accessible for those who in good faith and upon  
 37 probable cause seek to have the genuineness of a purported will determined, as they  
 38 are to those who seek to find out the intent of a testator in a will whose genuineness  
 39 is not questioned. Forfeiture clauses are usually included in wills to prevent  
 40 vexatious litigation, but we should not permit such provisions to oust the supervisory  
 41 power of the courts over such conditions and to control them within their legitimate  
 42 sphere. There is a very great difference between vexatious litigation instituted by a  
 43 disappointed heir, next of kin, legatee or devisee, without probable cause, and  
 44 litigation instituted in good faith and with probable cause, which leads the contestant  
 45 to believe that a purported will is not in fact the will of the purported testator. We  
 46 think it is better to rely upon our trial courts to ascertain the facts in this respect."  
 47 Ryan v. Wachovia Bank & Trust Co., 70 S.E.2d 853, 856-57 (N.C. 1952). See also  
 48 Cal. Prob. Code §21311(b) ("[P]robable cause exists if, at the time of filing a contest,  
 49 the facts known to the contestant would cause a reasonable person to believe that  
 50 there is a reasonable likelihood that the requested relief will be granted after an  
 51 opportunity for further investigation or discovery.").

52 (d) This Article applies broadly to provisions in juridical acts that attempt to  
 53 discourage or prevent actions challenging the effectiveness of donations,  
 54 successions, or trust administrations. A juridical act is "a licit act intended to have  
 55 legal consequences." See Article 3506 (2025) and Article 3483, cmt (b). The term  
 56 includes contracts, such as donations inter vivos, and a unilateral juridical act, such  
 57 as donations mortis causa. See Articles 1468 and 1469. This Article applies even if  
 58 the provision discouraging challenge or contest appears in a juridical act that is not  
 59 a part of but rather is related to the donative disposition.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36

(e) This Article does not purport to specify exhaustively what types of actions do or do not constitute contests sufficient to invoke a properly drafted penalty clause. Succession of Maloney, 392 So. 3d 302 (La. 2024) ("As a threshold matter, a court must determine whether a no-contest clause is triggered by the actions of a legatee, i.e., is the no-contest clause applicable."). A good faith action for interpretation of a disposition should not inyoke a penalty clause in a will, nor should a compromise between parties. See, e.g., Article 3071. This approach is consistent with the law of some other states. See, e.g., Ga. Code Ann. §53-4-68(c)(1) (excluding settlement agreements and providing that "[a] condition in terrorem shall not be enforceable against an interested person for ... [b]ringing an action for interpretation or enforcement of a will"). A variety of other types of actions may also not invoke the application of a penalty clause. For example, the following are some examples of actions that may not invoke application of a no-contest clause: a request for an accounting, a challenge to the appointment of an executor, a suit to remove or compel a fiduciary to perform duties, a suit against a fiduciary for the nonperformance of duties, and an action for the probate of an alternative testament. See, e.g, Succession of Rouse, 80 So. 229 (La. 1918); Succession of Rosenthal, 369 So. 2d 166 (La. App. 4 Cir. 1979); Succession of Robinson, 277 So. 3d 454 (La. App. 2 Cir. 2019). Courts should apply discretion and good judgment in ascertaining the purpose of an action by a donee and evaluating the nature of the action in light of the no-contest clause. Because no-contest clauses operate as penalties or forfeitures, they should be strictly construed by courts. See, e.g., In re Succession of Scott, 950 So. 2d 846 (La. App. 1 Cir. 2006); Estate of Newbill, 781 S.W.2d 727, 728 (Tex. App. 1989); Calvery v. Calvery, 55 S.W.2d 527 (Tex. App. 1932).

(f) This Article does not displace the application of other prohibitions in the Civil Code, including the application of Article 1519 to other aspects of penalty clauses. See, e.g., Succession of Kern, 252 So. 2d 507 (La. App. 4 Cir. 1971) (holding that a clause in a will providing that the entire will was "null and void" if "any heir" challenges the will "in any way" was "repugnant to law and good morals and cannot be sanctioned by the courts"). Of course, a donor also may not in a testament subject a forced heir's receipt of his legitime to a no-contest clause. Such a restriction would be violative of Article 1496 and long-standing Louisiana public policy. See Article 1496 ("No charges, conditions, or burdens may be imposed on the legitime except those expressly authorized by law, such as a usufruct in favor of a surviving spouse or the placing of the legitime in trust."); see also Hoggatt v. Gibbs, 12 La. Ann. 770 (1857).

  
\_\_\_\_\_  
PRESIDENT OF THE SENATE

  
\_\_\_\_\_  
SPEAKER OF THE HOUSE OF REPRESENTATIVES

  
\_\_\_\_\_  
GOVERNOR OF THE STATE OF LOUISIANA

APPROVED:  June 4, 2025

**ACT 30**  
**2025 Regular Session**  
**Edit Sheet**

**La. State Law Institute**  
**PRINTER'S COPY**

Edits To: CC Pgs. 2-4, 6-8

Note: -NOTE E4

# ACT 30

2025 Regular Session

La. State Law Institute  
PRINTER'S COPY

Ed/As To: ALL Pgs. \_\_\_\_\_ ENROLLED

Note: SEE ATTACHED EDIT SHEET

SENATE BILL NO. 49

BY SENATOR MILLER (On Recommendation of the Louisiana State Law Institute)

Prefiled pursuant to Article III, Section 2(A)(4)(b)(i) of the Constitution of Louisiana.

## AN ACT

To amend and reenact Civil Code Art. 1575, 1576, and 1581 and Code of Civil Procedure Art. 2891, to enact Code of Civil Procedure Art. 2887, and to repeal Civil Code Art. 1577 through 1580.1, relative to testaments; to provide for the requirements of form for olographic testaments; to provide for the requirements of form for notarial testaments; to eliminate special requirements for notarial testaments for persons who are unable to sign or read; to eliminate special law for the execution of a testament in braille; to eliminate special requirements for notarial testaments for persons who are deaf or deaf and blind; to provide for the competency of witnesses to testaments; to provide for proof of testaments for probate; to provide for retroactive application; and to provide for related matters.

Be it enacted by the Legislature of Louisiana:

Section 1. Civil Code Arts. 1575, 1576, and 1581 are hereby amended and reenacted to read as follows:

Art. 1575. Olographic testament; **requirements of form**

A. An olographic testament is one entirely written, dated, and signed in the handwriting of the testator. ~~Although the date may appear anywhere in the testament, the testator must sign the testament at the end of the testament. If anything is written by the testator after his signature, the testament shall not be invalid and such writing may be considered by the court, in its discretion, as part of the testament. The olographic testament is subject to no other requirement as to form. The date is sufficiently indicated if the day, month, and year are reasonably ascertainable from information in the testament, as clarified by extrinsic evidence, if necessary.~~

B. **The signature may appear anywhere in the testament and is sufficient if it identifies the testator and evidences an intent by the testator to adopt the document as the testator's testament.**

1                    C. The date may appear anywhere in the testament, may be clarified by  
 2                    extrinsic evidence, and is sufficient if it resolves those controversies for which  
 3                    the date is relevant.

4                    D. Additions and deletions on the testament made after the execution of the  
 5                    testament may be given effect only if made by the hand of the testator and need not  
 6                    comply with the formalities for the execution of a will or the revocation of a  
 7                    legacy.

## Revision Comments – 2025

9                    (a) This revision changes the law to simplify the execution of olographic  
 10                    wills in Louisiana and return Louisiana law to the approach traditionally used for  
 11                    nearly two hundred years. See Article 1588 (1870); Article 1581 (1825); La. Digest  
 12                    Article 103 (1808). The simplified approach of this revision is consistent with the  
 13                    more streamlined approach employed by other civil law jurisdictions and other  
 14                    American states. See, e.g., Fr. Civ. Code Art. 970; BGB §2247; Quebec Civ. Code  
 15                    Art. 726; Unif. Prob. Code §2-502(b) (2008). For discussion of the application of  
 16                    will formalities under Louisiana law, see generally Ronald J. Scalise, Jr., Will  
 17                    Formalities in Louisiana: Yesterday, Today, and Tomorrow, 80 La. L. Rev. 1333  
 18                    (2020). 1331

19                    (b) Under long-standing Louisiana law, an olographic will must be "entirely"  
 20                    written, dated, and signed in the testator's handwriting. Question has arisen as to the  
 21                    exact meaning of the word "entirely." Louisiana courts have adopted the  
 22                    "surplusage" approach to this problem, which, stated briefly, provides that the  
 23                    portions of the document in the testator's handwriting are given effect as an  
 24                    olographic will if they make sense as a will standing alone. *Andrews Heirs v.*  
 25                    *Andrews Executors*, 12 Mart. (o.s.) 713 (La. 1823). In some instances, the  
 26                    handwritten material may be insufficient, standing alone, to constitute an olographic  
 27                    will and thus cannot be given effect. See, e.g., *Succession of Plummer*, 847 So. 2d  
 28                    185 (La. App. 2 Cir. 2003). This revision maintains the traditional "surplusage"  
 29                    approach and does not adopt the more permissive approaches to olographic wills  
 30                    advocated by various versions of the Uniform Probate Code. See Unif. Prob. Code  
 31                    §2-503 (1990) (requiring only "material provisions" to be in the testator's  
 32                    handwriting); Unif. Prob. Code §2-502(b) and (c) (requiring only "material portions"  
 33                    to be in the testator's handwriting and allowing preprinted material to serve as  
 34                    extrinsic evidence of a testator's intent); Restatement (Third) of Property: Wills and  
 35                    Other Donative Transfers §3.2, cmt b.

36                    (c) Under prior law, the signature in an olographic will was required to  
 37                    appear "at the end of the testament," but "anything . . . written by the testator after  
 38                    his signature . . . [did not invalidate] the testament . . . [but could] be considered by  
 39                    the court, in its discretion." Article 1575 (2001). This revision changes the law but  
 40                    declines to impose a location requirement for a signature in an olographic will.  
 41                    Rather, it defines what is required to constitute a signature, irrespective of its  
 42                    location. This approach is consistent with historical Louisiana law and with the law  
 43                    of other jurisdictions. See, e.g., Fr. Civ. Code Art. 970; BGB §2247; Quebec Civ.  
 44                    Code Art. 726; Unif. Prob. Code §2-502 (2008); Unif. Prob. Code §2-503 (1990).  
 45                    The 1870 Civil Code merely provided that "[t]he olographic testament is that which  
 46                    is written by the testator himself. In order to be valid, it must be entirely written,  
 47                    dated and signed by the hand of the testator. It is subject to no other form, and may  
 48                    be made anywhere, even out of the State." Article 1588 (1870). In 1999, when the  
 49                    revision to the law on donations went into effect, Article 1575 read as follows:

50                    "An olographic testament is one entirely written, dated, and signed in the  
 51                    handwriting of the testator. It is subject to no other requirement as to form. Additions

1 and deletions on the testament may be given effect only if made by the hand of the  
2 testator."

3 The language regarding signatures at the end was added in 2001 to overrule  
4 an ill-starred case, *Succession of King*, 595 So. 2d 805, 809 (La. App. 2 Cir. 1992),  
5 which invalidated an olographic will that had not been signed at the end. Although  
6 overruling *Succession of King* was a laudable goal, the 2001 revision unfortunately  
7 precluded courts from even considering wills in which the signature was not at the  
8 end and rather was contained in the exordium to the will, such as in *Succession of*  
9 *Ally*, 354 So. 3d 1248 (La. App. 5 Cir. 2022). See also Thomas E. Atkinson,  
10 *Handbook of the Law of Wills* 255 (1937).

11 This revision also makes clear that no rigid rule exists as to how <sup>sp.</sup> one must  
12 sign one's name. To the extent that *Succession of Frabbiele*, 397 So.3d 391 (La.  
13 2024), may have been applicable by analogy, the holding of that case is legislatively  
14 rejected by the adoption of a broader definition of "signing" or "signature." Prior to  
15 *Frabbiele*, Louisiana jurisprudence was replete with varying manifestations of a  
16 testator's signature. Although one's full legal name may be signed in some cases, a  
17 full legal name is not a requirement. See, e.g., *In re Succession of Caillouet*, 935 So.  
18 2d 713 (La. App. 4 Cir. 2006) (finding "Auntie" to be a sufficient signature);  
19 *Succession of Cordaro*, 126 So. 2d 809 (La. App. 2 Cir. 1961) (finding an olographic  
20 will valid that was signed only with the testator's first name, Lorene); *Balot y Ripoll*  
21 *v. Morina*, 12 Rob. 552, 558 (La. 1846) (holding a false name was a signature);  
22 *Succession of Squires*, 640 So. 2d 813 (La. App. 3 Cir. 1994) (holding that initialing  
23 constitutes a signature); *Succession of Armstrong*, 636 So. 2d 1109 (La. App. 4 Cir.  
24 1994) (holding that initialing constitutes a signature); *Succession of McKlinski*, 331  
25 So. 3d 414 (La. App. 4 Cir. 2021) (holding that initialing constitutes a signature);  
26 *Succession of Pedescleaux*, 341 So. 3d 1224 (La. App. 5 Cir. 2022) (holding that  
27 initialing constitutes a signature); *Succession of Spain*, 344 So. 3d 115 (La. App. 4  
28 Cir. 2022) (holding that initialing constitutes a signature). Under this revision, a full  
29 legal name, a nickname, a pseudonym, or even initials may constitute a signature. A  
30 broad definition of "signing" or "signature" is consistent with both civil and common  
31 law practices. For instance, French law is untroubled by first names or initials as  
32 signatures. Philippe Malaurie & Claude Brenner, *Droit des Successions et des*  
33 *Libéralités* 297 (8th ed. 2018). Italian law provides that "[A] signature is valid even  
34 without the forename and surname so long as it designates with certainty the person  
35 of the testator. . . . Accordingly, . . . it is possible to sign the will by using, for  
36 instance, only the surname or the first name (whether with or without the initial of  
37 the surname) or a nickname if that is habitually used to identify the testator or even  
38 the initials of the first name and surname." Alexandra Braun, *Testamentary*  
39 *Formalities in Italy*, in *Testamentary Formalities* 51, 64 (Kenneth G.C. Reid, Marius  
40 J de Waal, & Reinhard Zimmermann eds., 2011); Italian Civil Code Art. 602 ("La  
41 sottoscrizione deve essere posta alla fine delle disposizioni. Se anche non è fatta  
42 indicando nome e cognome, è tuttavia valida quando designa con certezza la persona  
43 del testatore."). Under Brazilian law, a signature by "a pseudonym may also be  
44 sufficient if it is a name which the testator generally uses." Jan Peter Schmidt,  
45 *Testamentary Formalities in Latin America with Particular Reference to Brazil*, in  
46 *Testamentary Formalities* 51, 64 (Kenneth G.C. Reid, Marius J de Waal, & Reinhard  
47 Zimmermann eds., 2011). German law is also flexible on the signature requirement.  
48 BGB §2247(3) ("The signature should contain the first name and the last name of the  
49 testator. If the testator signs in another manner and this signature suffices to establish  
50 the identity of the testator and the seriousness of his declaration, such a signature  
51 does not invalidate the will."). Common law sources are also in accord. See, e.g., 2  
52 *Page on the Law of Wills* §§19.41, at 89 (2003) ("The testator may sign his name by  
53 writing it out in full or by abbreviating it, or by writing his initials, . . . or by using  
54 an assumed name where not done with intent to deceive."); *Restatement (Third) of*  
55 *Property: Wills and Other Donative Transfers* §3.1, cmt j ("Ideally, the testator 'signs'  
56 the will by writing out his or her name in full. Signature by mark or cross is  
57 sufficient, however. So also is signature by term of relationship (such as 'Dad,'  
58 'Mom,' or 'Auntie'), abbreviation, nickname, a pet name, a first name, a last name,  
59 initials, or pseudonym, or even by fingerprint or seal. The name need not be spelled

1 correctly. It need not be legible. It may be made with the assistance of another, who  
 2 guides the testator's hand. The crucial requirement is that it must be done with intent  
 3 of adopting the document as the testator's will.").

4 (d) Under prior law, the date was sufficient only if the "day, month, and year  
 5 are reasonably ascertainable from information in the testament, as clarified by  
 6 extrinsic evidence, if necessary." Article 1575 (2001). Question, however, may exist  
 7 as to the exact date when slash or numeric dates are used and both the first and  
 8 second numbers are below twelve. In fact, early Louisiana courts invalidated wills  
 9 with slash dates, such as "10/3/50," "12.10.1934," and "9/8/18," because in all such  
 10 cases the date was uncertain. *Succession of Mayer*, 144 So.2d 896 (La. App. 4 Cir.  
 11 1962); *Succession of Lasseigne*, 181 So. 879 (La. App. 1 Cir. 1938). Prior law  
 12 altered the above results by allowing extrinsic evidence to be admitted to clarify an  
 13 ambiguous date. Article 1575; see also *Succession of Beird*, 82 So. 881 (La. 1919).  
 14 Extrinsic evidence, however, was still needed to render the day, month, and year  
 15 "reasonably ascertainable." In *Succession of Raiford*, 404 So. 2d 251 (La. 1981), the  
 16 Louisiana Supreme Court considered an olographic will dated "Monday.8 1968."  
 17 Even after the admission of extrinsic evidence, the Supreme Court concluded that  
 18 "[t]he only certain thing about the date here is the year 1968. The figure 8 could  
 19 reflect either the day or the month." Thus, "the will [was] invalid." Other decisions  
 20 from the Louisiana Supreme Court have been equally clear that "the month, without  
 21 the day, is no date" at all. *Heffner v. Heffner*, 20 So. 281 (La. 1896). See also  
 22 *Succession of Robertson*, 21 So. 586 (La. 1897) (holding a will invalid when the first  
 23 three digits of the date (i.e., 189) were in print, and the testator merely supplied the  
 24 last numeral).

25 This revision takes a more expansive approach as to what constitutes a  
 26 sufficient date, declining to establish a rigid definition of what constitutes a date and  
 27 rather adopting a more flexible approach of allowing courts to examine what might  
 28 be "sufficient if it resolves those controversies for which the date is relevant." In  
 29 other words, if a testator dies with two wills dated "March 2024," a sufficient date  
 30 will require determining temporal priority of the wills in order to probate either. On  
 31 the other hand, if the testator has only one will and there are no issues regarding  
 32 capacity or free consent, knowing only that the will was executed in March of 2024  
 33 could be entirely sufficient. Along these lines, Justice Lemmon in dissent in the  
 34 *Raiford* case observed similarly in concluding that a will dated only by the year  
 35 ought to be valid when the purposes for which the date are required (i.e., competency  
 36 of the testator and order of multiple wills) are not thwarted. *Succession of Raiford*,  
 37 404 So. 2d 251 (La. 1981) (Lemmon, J., dissenting). Commentators have likewise  
 38 criticized a strict rule requiring a date and argued that "[o]ne need only say that the  
 39 'date' must be sufficient to resolve those controversies present in the case and for  
 40 which the requirement of a date was intended." H. Alston Johnson, *Successions and* 1331  
 41 *Donations*, 43 La. L. Rev. 585, 601 (1982); Ronald J. Scalise, Jr., *Will Formalities*  
 42 *in Louisiana: Yesterday, Today, and Tomorrow*, 80 La. L. Rev. 1331 (2020); 1371-1379  
 43 *Succession of Boyd*, 306 So. 2d 687 (La. 1975). See also *Succession of Raiford*, 404  
 44 So. 2d 251, 254 (1981) (Lemmon, J., dissenting) (arguing that a will dated "1968"  
 45 should be valid because it establishes "the point in time of its making sufficiently to  
 46 show that this will was made later than the 1963 will in which decedent left the  
 47 property to her brother."). Other civil law jurisdictions have also shown flexibility  
 48 regarding the date requirement for an olographic will. See, e.g., Cass. Civ. 1re, 22  
 49 nov. 2023, No. 21-17.524 (upholding an olographic will without a handwritten date,  
 50 despite an explicit requirement in the French Civil Code to the contrary); BGB  
 51 §2247 (providing that an olographic will may be made by a writing signed by the  
 52 testator and may still be valid without a date); Quebec Civ. Code Art. 726 ("Le  
 53 testament olographe doit être entièrement écrit par le testateur et signé par lui,  
 54 autrement par un moyen technique."). See also Unif. Prob. Code §2-502 (allowing  
 55 for holographic wills provided they are signed and "material portions of the  
 56 document are in the testator's handwriting").

57 (e) Paragraph D of this Article continues the approach of prior law but  
 58 clarifies that handwritten additions or deletions made on olographic wills may be  
 59 given effect by a court, even if the amendments are not in the form of a will or the

1 revocation of a legacy. This has long been the law in Louisiana and in other  
 2 jurisdictions. See, e.g., Article 1589 (1870) ("Erasures not approved by the testator  
 3 are considered as not made, and words added by the hand of another as not  
 4 written."); Succession of Melancon, 330 So. 2d 679 (La. App. 3 Cir. 1976) ("We  
 5 recognize that Article 1589 of the Revised Civil Code and the jurisprudence  
 6 interpreting the provisions thereof recognize that the writer of an olographic will  
 7 may later or completely change testamentary dispositions in his handwritten  
 8 testament without affecting its validity so long as the alterations or additions are  
 9 made by the hand of the testator."); Succession of Butterworth, 196 So. 39 (La.  
 10 1940); Restatement (Third) Property: Wills and Other Donative Transfers §3.2, cmt  
 11 f ("After the testator signs a holographic will, the testator may validly make a  
 12 handwritten alteration of the will without re-signing the document.").

13 (f) An olographic will, like a notarial will, must be in "writing." Prior to the  
 14 1997 revision, Louisiana law allowed for certain extraordinary oral wills. Those wills  
 15 have been suppressed. See, e.g., Articles 1597-1604 (1870). Today, all wills must be  
 16 in writing. Traditionally, the writing is on paper, but neither Louisiana law, nor the  
 17 law of other jurisdictions, has ever required that a will be on paper. See, e.g.,  
 18 Restatement (Third) Property: Wills and Other Donative Transfers §3.1, cmt i ("The  
 19 requirement of a writing does not require that the will be written on sheets of paper,  
 20 but it does require a medium that allows the markings to be detected. A will, for  
 21 example, scratched in the paint on the fender of a car would be in writing, but one  
 22 "written" by waving a finger in the air would not be."). In the modern day, it is even  
 23 possible that an olographic will could be written on an electronic tablet. See, e.g., In  
 24 re Estate of Javier Castro, No. 2013ES11140 (Lorain Cnty. Ohio Ct. Com. Pl. June  
 25 19, 2013). There is also no requirement that a will be written in English. See, e.g.,  
 26 Article 1577, cmt (d) (1997). Louisiana law contains examples of wills written in  
 27 French, among other languages. See, e.g., Lagrave v. Merle, 5 La. Ann. 278 (La.  
 28 1850).

29 Art. 1576. Notarial testament: requirements of form

30 ~~A notarial testament is one that is executed in accordance with the formalities~~  
 31 ~~of Articles 1577 through 1580.1.~~

32 Art. 1577. Requirements of form

33 A. The notarial testament shall be prepared in writing, and dated, executed  
 34 before a notary public in the presence of two witnesses, and signed by the  
 35 testator, each witness, and the notary. If a testator is unable to sign, the testator  
 36 may affix his mark in place of signing or direct another person to sign on behalf  
 37 of the testator and in the presence of the testator, and shall be executed in the  
 38 following manner. If the testator knows how to sign his name and to read, and is  
 39 physically able to do both, then:

40 ~~(1) In the presence of a notary and two competent witnesses, the testator shall~~  
 41 ~~declare or signify to them that the instrument is his testament and shall sign his name~~  
 42 ~~at the end of the testament and on each other separate page.~~

43 ~~(2) In the presence of the testator and each other, the notary and the witnesses~~

1 shall sign the following declaration, or one substantially similar. "In our presence the  
 2 testator has declared or signified that this instrument is his testament and has signed  
 3 it at the end and on each other separate page, and in the presence of the testator and  
 4 each other we have hereto subscribed our names this \_\_\_\_ day of \_\_\_\_\_,  
 5 \_\_\_\_\_."

6 **B. The signature may appear anywhere in the testament and is sufficient**  
 7 **if it identifies the testator and evidences an intent by the testator to adopt the**  
 8 **document as the testator's testament.**

9 **C. The date may appear anywhere in the testament, may be clarified by**  
 10 **extrinsic evidence, and is sufficient if it resolves those controversies for which**  
 11 **the date is relevant.**

12 Revision Comments – 2025

13 (a) This revision changes the law to simplify the execution of notarial wills  
 14 in Louisiana. This approach is consistent with the law of other states. See, e.g., Unif.  
 15 Prob. Code §2-502 (2008). For discussion of the application of will formalities under  
 16 Louisiana law, see Ronald J. Scalise, Jr., Will Formalities in Louisiana: Yesterday,  
 17 Today, and Tomorrow, 80 La. L. Rev. 1333 (2020). Although this revision alters the  
 18 requirements necessary for the validity of a notarial will, a notarial will properly  
 19 executed under the prior law would still be valid and self-proving under this revision.

20 (b) Most importantly, this revision eliminates the "attestation clause" as a  
 21 condition of "validity" for notarial wills, a requirement under prior law that caused  
 22 much litigation. See, e.g., Succession of Liner, 320 So. 3d 1133 (La. 2021);  
 23 Successions of Toney, 226 So. 3d 397 (La. 2017). Attestation clauses may still be  
 24 used in notarial wills to make wills self-proving. See, e.g., Code of Civil Procedure  
 25 Article 2887. Under this revision, the absence of an attestation clause from a notarial  
 26 will does not invalidate a will. Rather, the absence of an attestation clause or a  
 27 subsequently executed affidavit will require proof of proper execution in accordance  
 28 with Code of Civil Procedure Article 2887(B). The Louisiana Supreme Court long  
 29 ago observed that the attestation clause is of only "evidentiary" value, rather than  
 30 substantive value. See, e.g., Succession of Porche, 288 So. 2d 27 (La. 1973) ("[T]he  
 31 purpose of the attestation clause is primarily to evidence, at the time the will was  
 32 executed, that the statutory formalities . . . had been satisfied").

33 (c) This revision aligns the formalities required for the execution of a notarial  
 34 will more closely with the formalities required for the execution of an authentic act.  
 35 See, e.g., Article 1833. Unlike an authentic act, however, a notarial will still requires  
 36 a date for purposes of validity and a particular standard for competency of witnesses  
 37 as provided in Article 1581. The date requirement, as with all formalities for wills,  
 38 should not be interpreted strictly. Rather, a substantial compliance approach should  
 39 be used by courts in assessing whether the formalities of a particular document  
 40 sufficiently protect against fraud. Extrinsic evidence may be used to complete or  
 41 clarify the date of a will. For the meaning of the requirement of date, see the  
 42 Comments to Article 1575. Although a date has always been required for olographic  
 43 wills, the date requirement was added for notarial wills only in 1999. Prior to that  
 44 time, the statutory will, on which the notarial will is based, did not require a date.  
 45 Lemuel E. Hawsey III, Louisiana's Statutory Will: The Role of Formal  
 46 Requirements, 32 La. L. Rev. 452, 459 (1972) ("Although neither the statute nor the  
 47 jurisprudence make the date a formal requirement for validity of a statutory will, it

1 is still necessary to determine whether some general principle at either common or  
 2 civil law necessitates inclusion of the date of execution in order for a testament to be  
 3 valid. The Louisiana Wills Statute had as its origin similar statutes existing in all of  
 4 the common law states. It is well settled at common law that, in the absence of an  
 5 express statutory requirement, the date of execution is not essential to the validity of  
 6 a statutory will." Attested wills that are common in other states do not generally  
 7 require a date. See, e.g., Unif. Prob. Code §2-502.

8 (d) For the meaning of the signature requirement, see the Comments to  
 9 Article 1575. The revision expressly avoids using the phrase "sign his name," which  
 10 the Louisiana Supreme Court has interpreted to exclude signing by initialing. See  
 11 Successions of Toney, 226 So. 3d 397 (La. 2017), overruled in part by Succession  
 12 of Linger, 320 So. 3d 1133 (La. 2021) (on rehearing); Succession of Frabbiele, 397  
 13 So. 3d 391 (La. 2024).

14 (e) Both notarial and olographic wills must be in writing. Former Article  
 15 1580 allowed for a notarial will to be executed in braille. Although that article has  
 16 been suppressed in this revision, no change in the law is intended, as braille is  
 17 unquestionably a form of "writing." For the meaning and requirements of a writing,  
 18 see the Comments to Article 1575.

19 (f) This revision also eliminates the "publication" requirement that existed in  
 20 prior law as a condition of validity. Publication, simply stated, is "the declaration by  
 21 the testator that the instrument is his will." No major statutory enactment has ever  
 22 required that a will be published, and it is hard to understand why this formality  
 23 persists in the modern day. Specifically, publication was not required by the English  
 24 Wills Act, the Statute of Frauds, or by any version of the Uniform Probate Code.  
 25 Although English courts did impose such a requirement at one point, it has long  
 26 since been abandoned. Today, only a very few states require publication as a  
 27 condition of validity. See, e.g., Ark. Code §28-25-103; Iowa Code §633.279; N.Y.  
 28 Est. Power & Trust Law §3-2.1; 84 Okla. Stat. Ann. §55; Tenn. Code §32-1-104.  
 29 Moreover, the significance of the "publication" requirement under prior law has  
 30 largely eroded. See, e.g., Article 1577 (2001), cmt (c) ("The testator's indication that  
 31 the instrument contains his last wishes may be given verbally or in any other manner  
 32 that indicates his assent to its provisions."); Succession of Guidry, 160 So. 2d 759  
 33 (La. App. 3 Cir. 1964) (Nothing in the statute requires a "verbal signification," and  
 34 thus a testatrix may signify her intention "by shaking her head."); Succession of  
 35 Saarela, 151 So. 2d 144 (La. App. 4 Cir. 1963) (Reference in a will to "this is my last  
 36 will and testament" was a sufficient declaration to constitute publication of the will.);  
 37 Succession of Porche, 273 So. 2d 665 (La. App. 4 Cir. 1973); Succession of  
 38 Thibodeaux, 527 So. 2d 559 (La. App. 3 Cir. 1988) (The very signing of the will  
 39 itself can be a sufficient declaration, even when there is no verbal declaration or  
 40 other significant action.)

41 (g) Although signing a will on every page is good practice, it is no longer  
 42 required as a condition of validity. To make a will self-proving, however, a signature  
 43 on every page of the will is necessary. See Code of Civil Procedure Article 2887.  
 44 The requirement in prior law that every page of the notarial will be signed appears  
 45 to be a somewhat unique Louisiana rule copied, most likely, from the same  
 46 innovation imposed upon statutory wills. In Succession of Hoyt, the court observed  
 47 that "[t]he purpose of the requirement is to prevent fraud by the substitution of one  
 48 typewritten page for another after the execution of the will by the testator."  
 49 Succession of Hoyt, 303 So. 2d 189 (La. App. 1 Cir. 1974). Despite good practice,  
 50 the requirement that each page be signed has wrought substantial havoc in Louisiana  
 51 law. For instance, in Succession of Hoyt, a Louisiana court declared invalid a two-  
 52 page will that was signed only on the last page. Succession of Hoyt, 303 So. 2d 189  
 53 (La. App. 1 Cir. 1974). The court noted that "[t]he failure of the testator to sign each  
 54 sheet is fatal to the validity of the will." Id. Similarly, in Land v. Succession of  
 55 Newsom, the court found that failure to sign each page of a two-page will was "fatal"  
 56 to the validity of the entire will. Land v. Succession of Newsom, 193 So. 2d 411 (La.  
 57 App. 2 Cir. 1966). More recently, a court held invalid a will that was not signed on  
 58 every page by noting that it was "undisputed that [the testator] did not sign one of the  
 59 pages of the . . . testament that contained dispositive provisions in favor of his three

remove  
ital.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45

sisters." In re Hendricks, 28 So. 3d 1057 (La. App. 1 Cir. 2009). But see Succession of Simonson, 982 So. 2d 143 (La. App. 5 Cir. 2008) (a will was not rendered invalid under prior law if the testator fails to sign a page relating solely to the powers of a trustee and other administrative matters); Succession of Guezuraga, 512 So. 2d 366 (La. 1987) (same regarding end of attestation clause). Experience has shown that, although good practice would encourage the signing of every page, the absence of a signature on every page should not be an absolute bar to a will's validity, especially when no fraud or similar allegation is made, or when the testator made some identifying mark, such as initialing, to indicate assent to the will's provisions. But see Succession of Frabbiele, 397 So. 3d 391 (La. 2024) (invalidating a will under prior law that was initialed on every page). No other document must be signed on every page as a condition of validity. Similarly, experience from other jurisdictions and conventions is likewise illuminating. Many civil and common law jurisdictions do not require the signing of every page of a will. See, e.g., Fr. Civ. Code Arts. 971-974; BGB §2231-2233; Unif. Prob. Code §2-502. Some civil law jurisdictions still require that "secret" wills be signed on every page. See, e.g., Ital. Civ. Code Art. 604; Sp. Civ. Code Art. 706. Although the Uniform Law on International Wills also requires a signature on every page, it does not consider it a core formality, such that its absence does not affect the validity of the will. Unif. Int'l Wills Act Arts. 1 and 6.

(h) This revision repeals former Articles 1578 and 1579, which provided special procedures for testators who were unable to sign or unable to read. Although well intentioned, those articles proved unnecessarily cumbersome in the modern day. A testator who is unable to sign can direct another person to sign in his place under this Article. Similarly, a testator who is unable to read can still sign a legal document, including a will. Before doing so, however, it is important that the document be explained to the signatory to ensure that it represents his intent. Former Article 1580.1, which provided special procedures for testators who were deaf or deaf and blind, was again well intentioned but either unnecessary or impractical in its application. For an explanation of the difficulties of utilizing Article 1580.1, see Ronald J. Scalise, Jr., Will Formalities in Louisiana: Yesterday, Today, and Tomorrow, 80 La. L. Rev. 1333 (2020).

1331, 1420-1424  
\* \* \*

Art. 1581. Persons incompetent to be witnesses

A person cannot be a witness to any testament if ~~he~~ **the person** is insane, blind, under the age of sixteen, or unable to sign his name. ~~A person who is competent but deaf or unable to read cannot be a witness to a notarial testament under Article 1579.~~

Section 2. Code of Civil Procedure Art. 2891 is hereby amended and reenacted and Code of Civil Procedure Art. 2887 is hereby enacted to read as follows:

**Art. 2887. Notarial testament**

**A.(1) A notarial testament executed pursuant to Civil Code Article 1576 does not need to be proved if it is signed on each separate page at the time of execution and is accompanied by either of the following declarations:**

**(a) In the testament, the following declaration, or one that is substantially similar, signed by the notary and the subscribing witnesses: "In**

1 our presence the testator has declared or signified that this instrument is his  
2 testament and has signed each separate page."

3 (b) In an affidavit attached to the testament but executed after the  
4 execution of the testament, the following declaration, or one that is substantially  
5 similar, signed by the notary and the witnesses who subscribed to the will: "In  
6 our presence the testator has declared or signified that the attached instrument  
7 is his testament and has signed each separate page."

8 (2) If the testator is unable to sign and has directed another person to  
9 sign on his behalf, the testament shall be signed on each separate page by the  
10 person directed to sign by the testator, and the declarations provided in  
11 Subparagraph (1) of this Paragraph shall be modified to indicate that a person  
12 other than the testator signed at the direction of the testator.

13 B.(1) A notarial testament that does not comply with Paragraph A of this  
14 Article shall be proved to have been signed by the testator or by another person  
15 at the testator's direction either by the testimony of the notary and at least one  
16 of the subscribing witnesses or by the testimony of the two subscribing  
17 witnesses.

18 (2) If only the notary or only one of the subscribing witnesses is living in  
19 the state, not incapacitated, or can be located, the testimony of the notary or one  
20 of the witnesses that the testament was signed by the testator or by another  
21 person at the testator's direction shall be sufficient.

22 (3) If the notary and all of the subscribing witnesses are dead, absent  
23 from the state, incapacitated, or cannot be located, the testament may be proved  
24 by the testimony of two credible witnesses who recognize the signature of the  
25 testator on the testament.

26 (4) A person's testimony for the purpose of this Paragraph may be given  
27 in the form of an affidavit executed after the death of the testator, unless the  
28 court in its discretion requires the person to appear and testify orally. All  
29 affidavits accepted by the court in lieu of oral testimony shall be filed in the  
30 probate proceedings. This Subparagraph does not apply to testimony with

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

respect to the genuineness of a will that is judicially attacked.

Comments – 2025

(a) This Article is new. It changes the law by providing that an attestation clause for testaments executed pursuant to Civil Code Article 1576 is no longer a condition of validity for the execution of a notarial will, nor is signing the will on every page or the publication of the will. This Article provides that notarial wills may be self-proving if the will or a subsequently executed affidavit contains an appropriate attestation clause and the will is signed on every page and declared by the testator to be his will. Notarial wills executed pursuant to Civil Code Article 1576 that do not contain attestation clauses, are not signed on every page, or are not declared by the testator to be his will may still be probated in accordance with Paragraph B of this Article if sufficient proof can be adduced that the testament was properly executed.

(b) Paragraph A of this Article provides examples of attestation clauses that may be used to make a will under Civil Code Article 1576 self-proving. The exact wording of this Paragraph need not be used. Language substantially similar is sufficient. Also, to be signed on every page, a full legal name of the testator is not required. Nicknames or initials may constitute a signature under this Article. For further discussion of what constitutes a signature, see Comment (d) to Civil Code Article 1576. Similarly, a testator may declare or signify that a document is his will in any number of ways. See, e.g., Comment (f) to Civil Code Article 1576.

(c) Subparagraph (B)(1) of this Article provides that if a testament or subsequently executed affidavit does not contain an attestation clause substantially similar to the example in Paragraph A, then the testament is not self-proving and must be proved by the testimony of the notary and one of the subscribing witnesses or by the testimony of both subscribing witnesses. Subparagraph (B)(2) adopts a procedure for probating a notarial will with respect to which only the notary or only one of the witnesses can testify. It is similar to the prior procedure for probating a statutory will. See Article 2887 (repealed). Subparagraph (B)(3) adopts a procedure for probating a notarial will with respect to which neither the notary nor the witnesses can testify. It is similar to the prior procedure for probating a statutory will and to the procedure that already exists in the law for similar situations involving nuncupative wills by private act and mystic wills. See Articles 2886(B) and 2887 (repealed). Notarial wills signed by another person at the testator's direction cannot be probated pursuant to Subparagraph (B)(3). Subparagraph (B)(4) allows for a person's testimony to be given by affidavit. See Articles 2883(B), 2884(B), 2885(B), and 2886(C).

\* \* \*

Art. 2891. Notarial testament; nuncupative testament by public act; and; statutory testament executed without probate

A notarial testament that complies with the provisions of Article 2887(A), a nuncupative testament by public act, and a statutory testament do not need to be proved. Upon production of the testament, the court shall order it filed and executed and this order shall have the effect of probate.

Comments – 2025

This revision changes the law to recognize that notarial wills are not always self-proving, but only when they comply with the requirements of Article 2887(A).

Section 3. Civil Code Arts. 1577 through 1580.1 are hereby repealed in their entirety.

SB NO. 49

**ENROLLED**

1  
2  
3  
4  
5  
6

Section 4. The provisions of this Act shall apply both prospectively and retroactively and shall be applied to all claims existing and pending on the effective date of this Act and all claims arising or actions filed on and after the effective date of this Act. The provisions of this Act shall not be applied to revive claims prescribed as of the effective date of this Act or to affect claims adjudicated on the merits by a final and definitive judgment prior to the effective date of this Act.

NOTE: ALL PROVISIONS  
IN THIS ACT

*[Handwritten Signature]*  
\_\_\_\_\_  
PRESIDENT OF THE SENATE

*[Handwritten Signature]*  
\_\_\_\_\_  
SPEAKER OF THE HOUSE OF REPRESENTATIVES

*[Handwritten Signature]*  
\_\_\_\_\_  
GOVERNOR OF THE STATE OF LOUISIANA

APPROVED: *[Handwritten Signature]* June 4, 2025

# ACT 176

ENROLLED

2025 Regular Session

HOUSE BILL NO. 291

BY REPRESENTATIVES GALLE, ADAMS, BAGLEY, BAYHAM, BERAULT, CARRIER, ROBBY CARTER, CARVER, CHASSION, CREWS, DICKERSON, EDMONSTON, EGAN, KNOX, STAGNI, TAYLOR, VENTRELLA, AND WILDER

La. State Law Institute  
PRINTER'S COPY  
NO EDITS  
Classification CC

1 AN ACT

2 To amend and reenact ~~Civil Code Article 2315.1(A)(introductory paragraph) and 2315.2(B)~~  
3 and to enact Civil Code Articles 2315.1(F) and 2315.2(F), relative to prescription in  
4 wrongful death and survival actions; to provide for a prescriptive period of two years  
5 from the date of death of the deceased, and to provide for related matters.

6 Be it enacted by the Legislature of Louisiana:

7 Section 1. Civil Code Article 2315.1(A)(introductory paragraph) and 2315.2(B) are  
8 hereby amended and reenacted and Civil Code Articles 2315.1(F) and 2315.2(F) are hereby  
9 enacted to read as follows:

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

21 \* \* \*

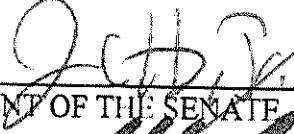
1  
2  
3  
4  
5  
6

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

\* \* \*

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

  
\_\_\_\_\_  
SPEAKER OF THE HOUSE OF REPRESENTATIVES

  
\_\_\_\_\_  
PRESIDENT OF THE SENATE

  
\_\_\_\_\_  
GOVERNOR OF THE STATE OF LOUISIANA

APPROVED: Angeline Freal June 8, 2025

**ACT 261**  
**2025 Regular Session**  
**Edit Sheet**

**La. State Law Institute**  
**PRINTER'S COPY**  
**NO EDITS**

Classification CC

- NOTE §§ 819
- COPY PGS. 1, 15-16

# ACT 261

La. State Law Institute  
PRINTER'S COPY

ENROLLED

2025 Regular Session

Edits To: ALL Pgs. \_\_\_\_\_  
Note: - SEE ATTACHED EDIT SHEET

HOUSE BILL NO. 268

BY REPRESENTATIVES LAFLEUR, ADAMS, BACALA, BAYHAM, BERAULT, BILLINGS, BOYD, BOYER, BRASS, BRYANT, CARLSON, CARRIER, CARVER, CHASSION, CHENEVERT, COATES, COX, DEVILLIER, DEWITT, DICKERSON, EDMONSTON, EGAN, FISHER, HORTON, HUGHES, JACKSON, JORDAN, KNOX, LACOMBE, JACOB LANDRY, LARVADAIN, LYONS, MOORE, NEWELL, OWEN, ROMERO, SCHLEGEL, SPELL, TAYLOR, THOMPSON, WALTERS, WYBLE, AND YOUNG

## AN ACT

To amend and reenact R.S. 14:73.8 (A), (C), and (D), 81.1(A), (B)(8) and (9), (E)(1) through (4) and (5)(a) and (b), (F)(2), (3)(b) and (c), (4), and (5)(introductory paragraph) and (d), 89.1(A)(2)(b)(i), 91.2(B), and 91.5(A)(1), R.S. 15:537(A), 539.1(F)(introductory paragraph), 541(24)(a) and (25)(d), 543.1(18), 545.1(C), and 1352(A)(45), R.S. 17:100.7(A)(1), R.S. 46:51.2(C)(1)(a), Code of Criminal Procedure Articles 648(B)(3)(i) and 718.1(A) and (B), Children's Code Articles 502(3) and (4)(l), 603(8) and (12)(l), and 610(F), and Civil Code Article 2315.3 and to enact R.S. 14:81.1(I) and R.S. 15:541(24)(c), relative to pornography involving juveniles; to change all references of "pornography involving juveniles" to "child sexual abuse materials"; to provide relative to the effects of these changes; and to provide for related matters.

Be it enacted by the Legislature of Louisiana:

Section 1. R.S. 14:73.8(A), (C), and (D), 81.1(A), (B)(8) and (9), (E)(1) through (4) and (5)(a) and (b), (F)(2), (3)(b) and (c), (4), and (5)(introductory paragraph) and (d), 89.1(A)(2)(b)(i), 91.2(B), and 91.5(A)(1) are hereby amended and reenacted and R.S. 14:81.1(I) is hereby enacted to read as follows:

§73.8. Unauthorized use of a wireless router system; ~~pornography involving juveniles~~ child sexual abuse materials; penalty

A. Unauthorized use of a wireless router system is the accessing or causing to be accessed of any computer, computer system, computer network, or any part thereof via any wireless router system for the purposes of uploading, downloading,

1 (12) "Crime against the child" shall include the commission of or the  
2 attempted commission of any of the following crimes against the child as provided  
3 by federal or state statutes:

4 \* \* \*

5 (l) ~~Pornography involving juveniles~~ Child sexual abuse materials.

6 \* \* \*

7 Art. 610. Reporting procedure; reports to the legislature and the United States  
8 Department of Defense Family Advocacy Program

9 \* \* \*

10 F. Any commercial film or photographic print processor who has knowledge  
11 of or observes, within the scope of this professional capacity or employment, any  
12 film, photograph, video tape, negative, or slide depicting a child who he knows or  
13 should know is under the age of seventeen years, which constitutes child  
14 pornography or child sexual abuse materials as defined in Article 603, shall report  
15 immediately to the local law enforcement agency having jurisdiction over the case.  
16 The reporter shall provide a copy of the film, photograph, videotape, negative, or  
17 slide to the agency receiving the report.

18 \* \* \*

19 Section 7. Civil Code Article 2315.3 is hereby amended and reenacted to read as  
20 follows:

21 Art. 2315.3. Additional damages; ~~child pornography~~; child sexual abuse materials

22 In addition to general and special damages, exemplary damages may be  
23 awarded upon proof that the injuries on which the action is based were caused by a  
24 wanton and reckless disregard for the rights and safety of the person through an act  
25 of ~~pornography involving juveniles~~ child sexual abuse materials, as defined by R.S.  
26 14:81.1, regardless of whether the defendant was prosecuted for his acts.

27 Section 8. Nothing in this Act <sup>✓ [Acts 2025, No. 261]</sup> alleviates any person arrested, convicted, or  
28 adjudicated delinquent for pornography involving juveniles prior to the effective date of this  
29 Act <sup>✓ [Acts 2025, No. 261, eff. 8/1/2025]</sup> from any requirement, obligation, or consequence imposed by law as a result of that  
30 arrest, conviction, or adjudication including but not limited to any requirements regarding

NOTE ALL PROVISIONS  
IN THIS ACT

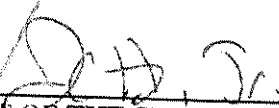
HB NO. 268

**ENROLLED**

1 the setting of bail, sex offender registration and notification, parental rights, probation,  
2 parole, sentencing, or any other requirement, obligation, or consequence imposed by law as  
3 a result of that arrest, conviction, or adjudication.

4 Section 9. This Act shall be cited and referred to as "The Audrey Wascome Act".

  
\_\_\_\_\_  
SPEAKER OF THE HOUSE OF REPRESENTATIVES

  
\_\_\_\_\_  
PRESIDENT OF THE SENATE

  
\_\_\_\_\_  
GOVERNOR OF THE STATE OF LOUISIANA

APPROVED:  June 11, 2025

ACT 17

ENROLLED

2025 Regular Session

HOUSE BILL NO. 436

BY REPRESENTATIVES FIRMONT AND EDMONSTON

La. State Law Institute  
PRINTER'S COPY  
NO EDITS  
Classification CC

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14

AN ACT

To enact ~~Civil Code Article 2315.12~~, relative to recovery of damages for unauthorized aliens; to provide a definition; to prohibit award of certain damages for unauthorized aliens in an automobile accident; and to provide for related matters.

Be it enacted by the Legislature of Louisiana:

Section 1. ~~Civil Code Article 2315.12~~ is hereby enacted to read as follows:

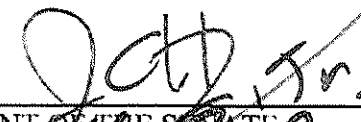
Art. 2315.12. Liability for damages: prohibition of award; unauthorized alien

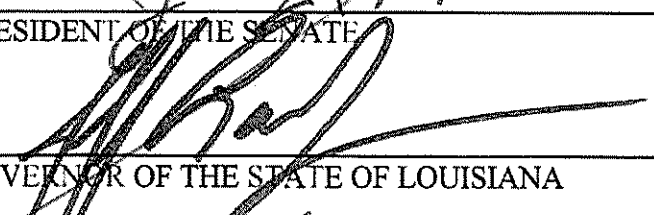
A. As used in this Article, "unauthorized alien" means a person who is unlawfully present in the United States according to the federal Immigration and Nationality Act, 8 U.S.C. 1101 et seq.

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

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

  
\_\_\_\_\_  
SPEAKER OF THE HOUSE OF REPRESENTATIVES

  
\_\_\_\_\_  
PRESIDENT OF THE SENATE

  
\_\_\_\_\_  
GOVERNOR OF THE STATE OF LOUISIANA

APPROVED:   
May 28, 2025

**ACT 409**  
**2025 Regular Session**  
**Edit Sheet**

**La. State Law Institute**  
**PRINTER'S COPY**

Edits To: CC Pgs. 31

Note: - NOTE §§ 9(A) & (C) + 10  
- COPY PGS. 1-2, 31-32

# ACT 409

2025 Regular Session

ENROLLED

SENATE BILL NO. 41

BY SENATORS BARROW, BOUDREAUX, BOUIE, CARTER, CATHEY, CONNICK, HODGES, JACKSON-ANDREWS, JENKINS, LAMBERT, LUNEAU, MCMATH, MIZELL, PRICE, SELDERS, STINE AND WOMACK AND REPRESENTATIVES ADAMS, BAYHAM, BERAULT, BILLINGS, BOYD, BRYANT, CARVER, CHASSION, CHENEVERT, DICKERSON, DOMANGUE, ECHOLS, FISHER, HILFERTY, HUGHES, ILLG, JACKSON, KNOX, LARVADAIN, LYONS, MARCELLE, MCMAHEN, MENA, NEWELL, PHELPS, SPELL, TAYLOR AND WALTERS

Prefiled pursuant to Article III, Section 2(A)(4)(b)(i) of the Constitution of Louisiana.

La. State Law Institute  
**PRINTER'S COPY**

Edits To: ALL Pgs. \_\_\_\_\_  
Note: SEE ATTACHED EDIT SHEET

1 AN ACT

2 To amend and reenact R.S. 14:91.3(A), the introductory paragraph of R.S. 15:587.1(C),  
3 587.1(C)(1), and 1110.3(H), the introductory paragraph of R.S. 17:8.7(B) and  
4 8.7(B)(1), 15(A)(1)(a), (b)(i)(bb) and (cc), and (b)(ii) and (2)(a)(ii) through (v), (D),  
5 and (E), 16(A), 24.8(A) and (B)(2), 407.33(5), 407.35(A), 407.42(A)(2) and  
6 (B)(1)(b), 407.46(A)(1), 407.71(A), 443(B)(1), 493(C)(1), and 3996(B)(28), R.S.  
7 24:525(D), R.S. 40:2008.10(A)(3) and 2019(F)(3)(b), R.S. 46:51.2(A)(1)(b),  
8 56(F)(1), (4)(c), (10)(b)(i), and (11), and 1414.1(A), Children's Code Art. 116(2.1)  
9 and (2.2), 603(4)(a) and (17)(d), 603.1(B), 610(A), (E)(1) and (2), and (H),  
10 612(A)(3), 615(B)(2), (3), and (5), the introductory paragraph of 615(E) and  
11 615(E)(1) and (4)(a) and (F), 616(B), the introductory paragraph of 616(D), 616(E)  
12 and (H), and 616.1.1(A) and to enact R.S. 17:15(A)(1)(b)(i)(dd) and (2)(a)(vi),  
13 407.41, and 3996(B)(82), Children's Code Art. 603(17)(l) through (o) and 610(I) and  
14 Civil Code Art. 2315.12, relative to child welfare; to provide for review of the state  
15 central registry for school employees; to provide for reporting recordation on the  
16 state central registry; to provide for the licensure of early learning centers; to provide  
17 for child welfare and safety minimum standards for prekindergarten programs; to

1 provide for child abuse and neglect determinations; to provide for definitions in the  
2 Children's Code; to provide for mandatory reporting training; to provide for  
3 procedures for reporting child abuse and neglect; to provide for the responsibility of  
4 the Department of Children and Family Services to respond to reports; to provide for  
5 investigations of child sexual abuse in a school setting; to provide for liability for  
6 damages caused by sexual abuse in a school setting; and to provide for related  
7 matters.

8 Be it enacted by the Legislature of Louisiana:

9 Section 1. R.S. 14:91.3(A) is hereby amended and reenacted to read as follows:

10 §91.3. Unlawful participation in a child-related business

11 A. No person who has been convicted of, or who has pled guilty or nolo  
12 contendere to, an offense listed in R.S. 15:587.1(C) or whose name is recorded on  
13 the Department of Children and Family Services' state central registry on or  
14 after August 1, 2018, shall own, operate, or in any way participate in the governance  
15 of any early learning center as defined by R.S. 17:407.33, residential home as  
16 defined by R.S. 46:1403, or residence in which child care services are provided by  
17 a family child care provider or in-home provider who is registered pursuant to R.S.  
18 17:407.61 et seq.

19 \* \* \*

20 Section 2. The introductory paragraph of R.S. 15:587.1(C), 587.1(C)(1), and  
21 1110.3(H) are hereby amended and reenacted to read as follows:

22 §587.1. Provision of information to protect children

23 \* \* \*

24 C. The provisions of R.S. 15:825.3, R.S. 17:8.9, 15, 407.42, and 407.71, R.S.  
25 46:51.2 and ~~1441.13~~, and Children's Code Article 424.1 shall govern the  
26 employment of persons who have been convicted of, or pled guilty or nolo  
27 contendere to, any of the following crimes:

- 28 (1) R.S. 14:30, R.S. 14:30.1, R.S. 14:31, R.S. 14:32.6 through R.S. 14:32.8,  
29 R.S. 14:41 through R.S. 14:45, **R.S. 14:46.2 through** R.S. 14:46.4, R.S. 14:74, ~~R.S.~~  
30 ~~14:78~~, ~~R.S. 14:78.1~~, R.S. 14:79.1, R.S. 14:80 through R.S. 14:86, R.S. 14:89, R.S.

petition involving this report shall be added to the central registry.

\* \* \*

H. The department may charge a fee, that shall not exceed twenty-five dollars, to conduct a search of the state central registry of ~~justified~~ substantiated abuse or neglect reports to determine whether an individual's name is recorded therein. A search shall be allowed only when specifically authorized. The fee shall not apply to searches for school employees conducted pursuant to R.S. 17:15.

\* \* \*

Art. 616.1.1. Appeal and review; correction of central registry entries; procedure

A. When a report alleging abuse or neglect is ~~determined to be justified~~ substantiated by the department, the individual who is or was the subject of the determination may make a formal written request to the division of administrative law for an administrative appeal of the ~~justified~~ substantiated determination, in accordance with the procedures set forth in Title 67 of the Louisiana Administrative Code.

\* \* \*

Section 8. Civil Code Art. 2315.12 is hereby enacted to read as follows:

Art. 2315.<sup>13</sup> Liability for damages caused by child sexual abuse in a school setting

Any parent or guardian of a child who is the victim of sexual abuse in a school setting as defined in Children's Code Article 610 may be awarded damages including but not limited to medical expenses incurred as a result of the sexual abuse, behavioral health expenses incurred as a result of the sexual abuse, reimbursement of any tuition paid for attendance at the school if the child is removed from the school, and any other damages allowed by law.

Section 9.(A) The state central registry checks for all school employee applicants required by this Act <sup>[ACTS 2025, No. 409]</sup> shall apply to any person hired on or after August 1, 2025.

(B) All early learning centers and prekindergarten programs shall be in compliance with the child safety and welfare minimum standards provided for in R.S. 17:407.41 no later than October 1, 2025.

NOTE: ALL PROVISIONS IN THIS ACT

SB NO. 41

ENROLLED

1  
2  
3  
4  
5  
6

(C) All prekindergarten programs requiring licensure as an early learning center pursuant to this Act shall apply for licensure no later than January 1, 2026.

✓ [ACTS 2025, No. 409]

(D) The mandatory reporter training report provided for in Children's Code Article 603.1 shall be submitted to the Department of Education beginning with the 2026-2027 school year.


✓ [ACTS 2025, No. 409]

Section 10. This Act shall be known and may be cited as "Charlie's Law".

  
\_\_\_\_\_  
PRESIDENT OF THE SENATE

  
\_\_\_\_\_  
SPEAKER OF THE HOUSE OF REPRESENTATIVES

  
\_\_\_\_\_  
GOVERNOR OF THE STATE OF LOUISIANA

APPROVED:   
June 20, 2025

[NOTE: ALL PROVISIONS [NOTE: ALL IN THIS ACT] CHC ART. 603.1] PROVS. IN THIS ACT]

# ACT 15

ENROLLED

2025 Regular Session

HOUSE BILL NO. 431

BY REPRESENTATIVES CHENEVERT, AMEDEE, BACALA, BAGLEY, BAMBURG, BEAULLIEU, BERAULT, BILLINGS, BOYER, BUTLER, CARLSON, CARVER, COATES, COX, CREWS, DEVILLIER, DICKERSON, DOMANGUE, ECHOLS, EDMONSTON, EGAN, EMERSON, FIRMENT, GADBERRY, GALLE, HENRY, HORTON, MIKE JOHNSON, JACOB LANDRY, MACK, MCFARLAND, MCMAHEN, MCMAKIN, MELERINE, OWEN, RISER, SCHAMERHORN, SCHLEGEL, WILDER, WRIGHT, AND WYBLE

**La. State Law Institute  
PRINTER'S COPY  
NO EDITS**  
Classification CC

1 AN ACT

2 To amend and reenact Civil Code Article 2323(A) and to enact Civil Code Article 2323(D),  
3 relative to comparative fault; to establish a modified comparative fault system; to  
4 provide for the recovery of damages; to provide for an effective date; and to provide  
5 for related matters.

6 Be it enacted by the Legislature of Louisiana:

7 Section 1. Civil Code Article 2323(A) is hereby amended and reenacted and Civil  
8 Code Article 2323(D) is hereby enacted to read as follows:

9 Art. 2323. Comparative fault

10 A. (1) In any action for damages where a person suffers injury, death, or loss,  
11 the degree or percentage of fault of attributable to all persons causing or contributing  
12 to the injury, death, or loss shall be determined, regardless of whether the person is  
13 a party to the action or a nonparty, and regardless of the person's insolvency, ability  
14 to pay, immunity by statute, including but not limited to the provisions of R.S.  
15 23:1032, or that the other person's identity is not known or reasonably ascertainable.  
16 ~~If a person suffers injury, death, or loss as the result partly of his own negligence and~~  
17 ~~partly as a result of the fault of another person or persons, the amount of damages~~  
18 ~~recoverable shall be reduced in proportion to the degree or percentage of negligence~~  
19 ~~attributable to the person suffering the injury, death, or loss.~~

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14

(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.

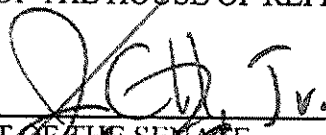
(b) If the degree or percentage of negligence attributable to the person suffering injury, death, or loss is less than fifty-one percent, then the amount of damages recoverable shall be reduced in proportion to the degree or percentage of negligence attributable to the person suffering the injury, death,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

\* \* \*

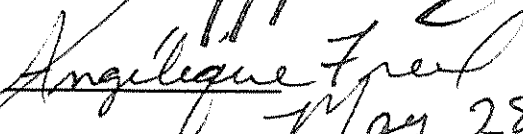
D. In cases where the issue of comparative fault is submitted to the jury, the jury shall be instructed on the effect of this Article.

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

  
\_\_\_\_\_  
SPEAKER OF THE HOUSE OF REPRESENTATIVES

  
\_\_\_\_\_  
PRESIDENT OF THE SENATE

  
\_\_\_\_\_  
GOVERNOR OF THE STATE OF LOUISIANA

APPROVED:   
May 28, 2025

# ACT 250

ENROLLED

2025 Regular Session

HOUSE BILL NO. 178

BY REPRESENTATIVE MIKE JOHNSON

(On Recommendation of the Louisiana State Law Institute)

**La. State Law Institute  
PRINTER'S COPY**

Edits To: CC Pgs. 2

Note: - NOTE 85  
- COPY PGS. 1-2, 18

AN ACT

To amend and reenact Civil Code Article 3462 and Code of Civil Procedure Articles 74.2(E), 371, 684, 863(F), 927(A)(5), 966(B)(5), 1201(C), 1313(A)(4), 1351, 1551, 1702(A)(5), 1811(A)(1), 1911(B), 1913(A), (C), and (D), 1914(B) and (D), 1915(A)(1), (4), and (5), (B), and (C), 1974, 2088(A)(11), 2595, 3721, 4607, 4873, and 5059, to enact Code of Civil Procedure Article 1915(D), and to repeal Code of Civil Procedure Articles 74.2(F), 2088(A)(12), and 3784, relative to civil procedure; to provide for the interruption of prescription; to provide for the imposition of sanctions; to provide with respect to child custody proceedings; to provide with respect to attorney conduct; to provide with respect to interdicts; to provide with respect to objections raised by peremptory exception; to provide with respect to summary judgment procedure; to provide with respect to service of citation; to provide with respect to electronic service; to provide with respect to the issuance of subpoenas; to provide for pretrial and scheduling conference orders; to provide with respect to default judgments; to provide with respect to motions for judgment notwithstanding the verdict; to provide with respect to the signing of final judgments; to provide for notice of judgments; to provide for final, interlocutory, and partial judgments; to provide with respect to delays for applying for new trial; to provide with respect to divesting the trial court of jurisdiction; to provide with respect to the trial of summary proceedings; relative to methods of enforcing mortgages; to provide relative to civil actions; to provide with respect to provisions of the judgment; to provide relative to specific amounts, costs, expenses, and fees;

1 to provide relative to terms, conditions, procedures, and requirements; to provide  
2 relative to judicial process, collection proceedings, and sales under fieri facias; to  
3 provide with respect to partitions by licitation or by private sale; to provide with  
4 respect to the procedure to transfer to district court; to provide for the computation  
5 of time; to provide for applicability; and to provide for related matters.

6 Be it enacted by the Legislature of Louisiana:

7 Section 1. Civil Code Article 3462 is hereby amended and reenacted to read as  
8 follows:

9 Art. 3462. Interruption by filing of ~~suit~~ action or by service of process

10 ~~Prescription~~ Unless otherwise expressly provided by legislation, prescription  
11 is interrupted when the owner commences action against the possessor, or when the  
12 obligee commences action against the obligor, in a court of competent jurisdiction  
13 and venue. If action is commenced in an incompetent court, or in an improper  
14 venue, prescription is interrupted only as to a defendant served by process within the  
15 prescriptive period. If an action is commenced in a competent court of improper  
16 venue, prescription is suspended for a period of seven days as to a defendant not  
17 served by process within the prescriptive period.

18 Revision Comments - 2025

19 This amendment changes the law. The filing of an action in a court of  
20 competent jurisdiction will interrupt the prescriptive period even if venue is  
21 improper. There are, however, numerous more specific statutes that still require an  
22 action to be filed in a court of both competent jurisdiction and proper venue in order  
23 to interrupt prescription, including R.S. 9:5604 (professional accounting liability),  
24 5605 (legal malpractice), 5606 (professional insurance agent liability), 5607  
25 (professional engineer, surveyor, interior designer, architect, and real estate  
26 developer liability), and 5608 (action against home inspectors).

[REVISED COMMENT FORTHCOMING]

27 Section 2. Code of Civil Procedure Article 863(F) is hereby amended and reenacted  
28 to read as follows:

29 Art. 863. Signing of pleadings; effect

30 \* \* \*

31 F. A sanction authorized in Paragraph D of this Article shall not be imposed  
32 with respect to an original petition ~~which~~ that is filed within sixty days of an  
33 applicable prescriptive date and then voluntarily dismissed or transferred to a court

Comments -2025


The revisions to this Article clarify existing law and conform to the computation of time set forth in *Becnel v. Northrop Grumman Ship Systems, Inc.*, 18 So. 3d 1269 (La. 2009) and Article 966(B)(4). Paragraph B of this Article makes clear that if the last day in a period of time allowed or prescribed by law or court order falls on a legal holiday, the period runs until the subsequent, later-in-time calendar day that is not a legal holiday. For example, if the legal deadline to file a pretrial motion is due sixty days prior to trial and that day is a Saturday, the motion is not due until the subsequent Monday as long as that Monday is not a legal holiday.

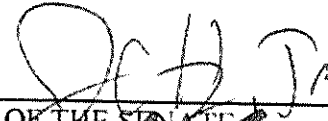
Section 4. Code of Civil Procedure Articles 74.2(F), 2088(A)(12), and 3784 are hereby repealed in their entirety.

Section 5. The provisions of Civil Code Article 3462 as amended by Section 1 of [Acts 2025, No. 250] this Act shall not apply to actions that have prescribed prior to the effective date of this Act. [Acts 2025, No. 250, eff. 8/1/25]

Section 6. The provisions of Article 1915 as amended by Section 3 of this Act shall have prospective application only and shall not apply to appeals and supervisory writs filed prior to the effective date of this Act. [Acts 2025, No. 250, eff. 8/1/25]

[NOTE @ CC ART. 3462]  
[NOTE @ CC ART. 1915]

  
\_\_\_\_\_  
SPEAKER OF THE HOUSE OF REPRESENTATIVES

  
\_\_\_\_\_  
PRESIDENT OF THE SENATE

  
\_\_\_\_\_  
GOVERNOR OF THE STATE OF LOUISIANA

APPROVED: Angélique Freeland June 11, 2025