

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
LOUISIANA

Nationwide Mutual Insurance Company v. Cody Fortier

Nationwide v. Fortier · No. Civil Action No. 25-2498 · Decided March 18, 2026

SUMMARY

The court denied Defendant Cody Fortier’s motion to transfer venue from the Eastern District of Louisiana to the Western District of Louisiana, Lafayette Division. It held that a substantial part of the events giving rise to Nationwide Mutual Insurance Company’s indemnity and breach-of-contract claims occurred in the Eastern District and that the indemnity agreement’s forum-selection clause independently permitted venue there. The court also found the clause enforceable and concluded that Fortier had not shown that public-interest factors warranted transfer under 28 U.S.C. § 1404(a).

CASE DETAILS

COURT	United States District Court for the Eastern District of Louisiana
WRITING FOR THE COURT	Eldon E. Fallon
JURISDICTION	United States District Court for the Eastern District of Louisiana
DECIDED	March 18, 2026
DOCKET	Civil Action No. 25-2498
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved to transfer the breach-of-contract action from the Eastern District of Louisiana to the Western District of Louisiana under 28 U.S.C. §§ 1406 and 1404(a), arguing that venue was improper and that transfer was otherwise warranted. The court denied the motion.
STANDARD OF REVIEW	The court applied the statutory venue standards under 28 U.S.C. § 1391, the transfer standards under §§ 1404(a) and 1406, and the Fifth Circuit standard that a forum-selection clause is prima facie valid and enforceable unless the opposing party shows enforcement would be unreasonable.
PRECEDENTIAL VALUE	nonprecedential

TOPICS

- venue
- forum non conveniens
- breach of contract
- contracts
- civil procedure

PRACTICE AREAS

civil procedure

contracts

insurance

commercial litigation

QUESTIONS PRESENTED

1. Whether the Eastern District of Louisiana was a proper venue under 28 U.S.C. § 1391(b)(2).
2. Whether the indemnity agreement's forum-selection clause contractually permitted suit in the Eastern District of Louisiana and waived Fortier's venue objections.
3. Whether the forum-selection clause was unreasonable or unenforceable.
4. Whether transfer to the Western District of Louisiana was warranted under 28 U.S.C. § 1404(a).

HOLDINGS

1. The Eastern District of Louisiana was a proper venue because a substantial part of the events or omissions giving rise to Nationwide's claim occurred there, including alleged failures to pay suppliers and subcontractors who performed work or provided supplies for the Pontchartrain project.
2. The indemnity agreement's forum-selection clause permitted Nationwide to bring suit in the Eastern District of Louisiana because a covered project was located there, and Fortier contractually waived venue objections in that forum.
3. The forum-selection clause was prima facie valid and enforceable because Fortier did not show that enforcement would be unreasonable.
4. Transfer to the Western District of Louisiana, Lafayette Division, was not warranted because the valid forum-selection clause caused the private-interest factors to weigh in favor of the agreed forum, and Fortier did not show that public-interest factors overwhelmingly disfavored the Eastern District.

KEY QUOTATIONS

“Although the chosen venue does not have to be the place where the most relevant events took place, the selected district’s contacts still must be substantial.” (Section IV.A)

“A forum selection clause is ‘potentially’ unreasonable if: (1) the incorporation of the forum selection clause into the agreement was the product of fraud or overreaching; (2) the party seeking to escape enforcement ‘will for all practical purposes be deprived of his day in court’ because of the grave inconvenience or unfairness of the selected forum; (3) the fundamental unfairness of the chosen law will deprive the plaintiff of a remedy; or (4) enforcement of the forum selection clause would contravene a strong public policy of the forum state.” (Section IV.C)

“The Court will not transfer this case to the Western District of Louisiana, Lafayette Division, pursuant to § 1404(a).” (Section V)

FACTUAL BACKGROUND

Nationwide entered into an indemnity agreement with Fortier and Rigid Constructors, LLC, under which Nationwide agreed to issue surety bonds for construction projects in Louisiana and Texas in exchange for

corporate and personal indemnity. Nationwide issued bonds for projects in Pontchartrain, Louisiana, and Houston, Texas. Nationwide alleged that Fortier failed to reimburse it for losses and expenses arising from claims on those bonds, including claims connected to work performed on the Pontchartrain project in the Eastern District of Louisiana.

PROCEDURAL HISTORY

Nationwide filed a diversity breach-of-contract action against Cody Fortier based on an indemnity agreement connected to surety bonds for construction projects in Louisiana and Texas. Fortier moved to transfer venue to the Lafayette Division of the Western District of Louisiana. The Eastern District held that venue was proper under 28 U.S.C. § 1391(b)(2), that the forum-selection clause independently waived venue objections and permitted suit in the Eastern District, and that transfer under § 1404(a) was unwarranted.

DISPOSITION

other

CASES CITED

- Blue Racer Midstream, LLC v. Kelchner, Inc., 2018 WL 993781, at *1, *3 (N.D. Tex. Feb. 21, 2018)
- J.D. Fields & Co. v. Shoring Engineers, 391 F. Supp. 3d 698, 705-06 (S.D. Tex. 2019)
- WorldVentures Holdings, LLC v. Mavie, 2018 WL 6523306, at *14 (E.D. Tex. Dec. 12, 2018)
- Huawei Technologies Co. v. Yiren Huang, 2018 WL 1964180, at *7-8 (E.D. Tex. Apr. 25, 2018)
- Atlantic Marine Construction Co. v. U.S. District Court for the Western District of Texas, 571 U.S. 49, 63-66 (2013)
- Kevlin Services, Inc. v. Lexington State Bank, 46 F.3d 13, 15 (5th Cir. 1995)
- M/S Bremen v. Zapata Off-Shore Co., 407 U.S. 1, 10 (1972)
- McClintok v. School Board of East Feliciana Parish, 299 F. App'x 363, 365 (5th Cir. 2008)
- Interconnect Media Network Systems, LLC v. Developers & Managers Group, LLC, 2023 WL 4497263, at *4 (W.D. La. July 12, 2013)
- Zurich American Insurance Co. v. Tejas Concrete & Materials Inc., 982 F. Supp. 2d 714, 722 (W.D. Tex. 2013)
- B & T Boat Rentals, 2021 WL 3660980, at *4
- LeBlanc v. C.R. England, Inc., 961 F. Supp. 2d 819, 829 (N.D. Tex. 2013)
- Alliance Health Group, LLC v. Bridging Health Options, LLC, 553 F.3d 397, 399-400 (5th Cir. 2008)
- Haynsworth v. The Corporation, 121 F.3d 956, 963 (5th Cir. 1997)
- In re Volkswagen of America, Inc., 545 F.3d 304, 315 (5th Cir. 2008)

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