SUPREME COURT OF LOUISIANA

NO. 2023-CQ-01596

ANGELA PICKARD, INDIVIDUALLY AND AS EXECUTOR OF THE ESTATE OF ARCHIE PICKARD, DECEASED, DUSTIN PICKARD, WENDY ELMORE, JONI THOMPSON, AND WAYNE PICKARD

Plaintiffs

VERSUS

AMAZON.COM, INC.

Defendant

A CIVIL PROCEEDING

On Certified Questions from the United States District Court for the Western District of Louisiana, No. 5:20-cv-01488-CDJ-KDM, District Judge David C. Joseph, *presiding*

ORIGINAL BRIEF OF *AMICUS CURIAE* IN SUPPORT OF DEFENDANT, AMAZON.COM, INC. BY CHAMBER OF COMMERCE OF THE UNITED STATES OF AMERICA

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MAY IT PLEASE THE COURT:

The Chamber of Commerce of the United States of America (the "Chamber") submits this Amicus Brief in support of Defendant, Amazon.com, Inc. in response to the two certified questions from District Judge David C. Joseph from the United States District Court for the Western District of Louisiana.

The Louisiana Legislature made an affirmative policy decision to virtually eliminate strict products liability with few limited exceptions. Plaintiffs seek to expand this liability by advancing both a strained interpretation of the Louisiana Products Liability Act and an expansion of Louisiana's negligent undertaking law, neither of which is supported by Louisiana law. And this Court should reject both attempts. The tort system costs small businesses and consumers billions of dollars annually, and this cost is especially felt by the citizens of Louisiana, which ranks second among the states with the highest tort costs. *See* Section III, *infra*. Further expansion of this system based on principles found nowhere in the Louisiana Civil Code or Constitution is contrary to the Legislature's intent in cabining strict liability. Therefore, the Chamber requests this Court answer the questions certified by the Western District of Louisiana as follows:

> **Answer to Question 1.** An operator of an online third-party marketplace is not a "seller"—as defined by the LPLA, La. Rev. Stat. § 9:2800.53—of a third-party product sold on its marketplace unless the operator held title to or acquired possession of the third-party product by physically detaining it *with the intention to own the product*.
>
> **Answer to Question 2.** An operator of an online marketplace does not incur any duty under Louisiana's negligent undertaking law by voluntarily adopting general safety procedures for the products sold through its website by third-party sellers.

ARGUMENT

I. A company who operates an online marketplace and provides logistics support for others to list and sell products is not a "seller" subject to the Louisiana's Products Liability Act.

This Court should restrict expansion of strict liability under Louisiana law by holding that a company does not become a "seller" under the Louisiana Products Liability Act ("LPLA"), La. Rev. Stat. § 9:2800.51 *et. seq.*, by merely operating an online marketplace and providing logistical support for *others* to sell their products.[1] Plaintiffs' proposed interpretation of the term

[1] While Amazon.com does sell products itself on this online marketplace, this case does not concern those products that Amazon.com itself sells. Amazon.com allows other third parties to sell their products using the online marketplace and logistics support offered by Amazon.com pursuant to the terms

"seller" will create a new cause of action for strict liability which the Legislature did not intend. It also contradicts Louisiana's well-settled rules regarding statutory interpretation by reaching to out-of-state commentary, Black's Law Dictionary, and out-of-state case law, to propose an interpretation of "seller" that contradicts the Louisiana Civil Code.

a. The Louisiana Legislature has made the policy decision to eliminate strict liability with limited exceptions.

In the past decades, the Louisiana Legislature passed several key pieces of legislation that largely eliminated strict liability in Louisiana. In 1988, the Louisiana Legislature passed the LPLA, which was "easily the most significant development in Louisiana products liability." John Kennedy, A Primer on the Louisiana Products Liability Act, 49 La. L. Rev. 565, 568 (1989). The LPLA "establish[ed] the **exclusive** theories of liability for manufacturers for damages caused by their products." *Id.* (emphasis added). "In a civil law jurisdiction where the legislature is the premier source of law, the LPLA supersede[d] all prior jurisprudence that [was] inconsistent with its provision." *Id.*

Consistent with the limitations enacted in the LPLA, eight years later, the Louisiana Legislature extensively revised Louisiana's tort regime in its extraordinary session of 1996, which "radically reduced if not eliminated Louisiana strict liability." *Graves v. Page*, 96-2201, p. 10 (La. 11/7/97), 703 So. 2d 566, 570 n.1. In this session, the Louisiana Legislature elected to retain the regime of strict liability previously provided for in the Civil Code only for two specified "ultrahazardous activities" – pile driving and blasting with explosives. *See* La. Civ. Code art. 667.

Viewed through this lens, it is clear that Plaintiffs' attempt to hold operators of online third-party markets accountable for a battery manufactured and sold by others would require an impermissible re-enlargement of Louisiana's strict liability law in derogation of explicit and long-standing legislative intent. Operators of online third-party markets merely facilitate the stream of commerce by providing services to actual third-party sellers. Here, Plaintiffs propose to expand strict liability under Louisiana law by interpreting LPLA's definition of "seller" in a manner that flies in the face of the Louisiana Civil Code and its fundamental rules governing statutory interpretation.

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of the Amazon Services Business Solutions agreement. This case concerns those products sold by a third party, Jisell, whereby Jisell elected to use Amazon's optional "Fulfillment by Amazon" ("FBA") storage and logistics services to fulfill Archie Pickard's order.

b. Under Louisiana law, a "seller" must either own or intend to own a product.

Because of Louisiana's civilian tradition, courts must begin every legal analysis with the primary sources of law, which are the State's Constitution, the Civil Code, and Revised Statutes. *Bergeron v. Richard*, 2020-01409 (La. 6/30/21), 320 So. 3d 1109, 1114. In Louisiana, there are only two sources of law – legislation and custom – and of the two, legislation is the superior source of law. *Eagle Pipe & Supply, Inc. v. Amerada Hess Corp.*, 2010-2267 (La. 10/25/11), 79 So. 3d 246, 256. This is because Louisiana's Civil Code contains broad principles that are intended to be extended and applied to different factual circumstances to formulate a coherent body of law. *Id.* at 288.

It is well established that Louisiana's Legislature is presumed to enact each statute with deliberation and with full knowledge of all existing laws on the same subject. *M.J. Farms, Ltd. v. Exxon Mobil Corp.*, 2007-2371, p. 13-14 (La. 7/1/08), 998 So. 2d 16, 27. From this general principle, two statutory rules of interpretation follow. First, "legislative language should be interpreted on the assumption that the Legislature was aware of all existing statutes, code articles, well established principles of statutory construction, and with knowledge of the effect of their acts and a purpose in view." *Id.* Second, under Louisiana's rules of statutory construction, courts have a duty when interpreting a statute to adopt a construction that harmonizes and reconciles with other provisions dealing with the same subject matter. *Id.* (citing La. Civ. Code art. 13). And this is compelled by Louisiana's civilian tradition wherein "statutes addressing a particular subject matter manifest a common legislative policy or legal concept. Thus, "ambiguities, inconsistencies, and omissions properly may be resolved by looking to other statutes on the same subject." P. Raymond Lamonica & Jerry G. Jones, Louisiana Civil Law Treatise: Legislative Law and Procedure § 7:7 (2nd ed. 2014). And "[i]t is only when the meaning of the words cannot be determined from the legislation itself or through resort to statutes specifically addressing the meaning of the words used in the legislation that there is a need to look beyond the specific legislation." *Id.* § 7:6.

Here, this Court need look no further than Louisiana's Civil Code – the primary source of law in Louisiana – to define the term "possession" contained in the LPLA's definition of "seller." *See* La. Civ. Code art. 1. Louisiana Civil Code article 3431 provides that "possession is retained by *the intent to possess as owner*." Louisiana's Legislature was presumed to be aware of the Louisiana Civil Code's definition of "possession" when it used that term to define "seller"

when it drafted the LPLA. *See M.J. Farms,* 998 So. 2d at 27 (discussing that statutes should be interpreted with the assumption that the Legislature was aware of all existing statutes and code articles). The Legislature need not have defined "possession" in the LPLA because that definition is contained in Louisiana's Civil Code. *See Eagle Pipe*, 79 So. 3d at 288 (reasoning that Louisiana's civil code contains broad principles which are intended to be extended and applied to different factual circumstances to formulate a coherent body of law). Therefore, this Court must interpret the LPLA's definition of "seller" so that it "harmonizes and reconciles with other provisions dealing with" the term possession. *See id.* Consistent with these well-established rules, the LPLA's definition of "seller" must be interpreted using the definition of possession contained in the Louisiana Civil Code. *See* La. Civ. Code art. 13.

Plaintiffs' proposed interpretation ignores these fundamental principles and instead relies on academic commentary from Yale's Journal of Law and Technology (which does not cite the LPLA once), Black's Law Dictionary (which is not a source of law identified in Louisiana's Civil Code), and a case from South Carolina (likewise not a source of law and involving an irrelevant statute). Indeed, the academic commentary cited by Plaintiffs does not even examine the definition of "seller" contained in the LPLA, instead proposing an interpretation of the term of "seller" as defined by Section 402A of the Restatement of Torts.[2] *See generally* Edward J. Janger & Aaron D. Twerski, Functional Tort Principles for Internet Platforms: Duty, Relationship, and Control, 26 Yale J. L. & Tech. 1, 63 (2023). Notably, the Restatement's definition of the term "seller" is vastly different than LPLA's,[3] and, in any event, academic commentary is not a recognized "source" of law in Louisiana. *See* La. Civ. Code art. 1 ("The sources of law are legislation and custom."). Nor is Black's Law Dictionary or jurisprudence from another state. *See id.* In fact, Plaintiffs' proposed interpretation is so strained that they resort to citing an intermediate South Carolina appellate court case interpreting a South Carolina tax law containing a wholly different definition of the term "seller" than the LPLA's definition.

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[2] Notably, the commentary's proposed interpretation of "seller" as defined by the Restatement (Second) of Torts has largely been rejected by courts throughout the nation, *see* Section I(c) *infra*.

[3] Indeed, the Restatement of Torts definition of "seller" is completely different from the LPLA's definition of "seller." *Compare* Restatement (Second) of Torts § 402A cmt. f (Am. L. Inst. 1965) ("The rule stated in this Section applies to any person engaged in the business of selling products for use or consumption. It therefore applies to any manufacturer of such a product, to any wholesale or retail dealer or distributor, and to the operator of a restaurant. It is not necessary that the seller be engaged solely in the business of selling such products. Thus the rule applies to the owner of a motion picture theatre who sells popcorn or ice cream either for consumption on the premises or in packages to be taken home."), *with* La. Rev. Stat. § 9:2800.53(2) (defining "seller" as "a person or entity who is not a manufacturer and who is in the business of conveying title to or possession of a product or entity in exchange of anything of value").

Pls.' Br. 8 (citing *Amazon Services, LLC v. S.C. Dep't of Revenue*, 898 S.E.2d 194, 205–06 (S.C. Ct. App. 2024) (interpreting the term "seller" which is defined by South Carolina's tax code as any person "selling or auctioning tangible personal property *whether owned by the person or others*")(emphasis added to original)).

Moreover, Plaintiffs' proposed interpretation of "seller" would result in an absurd application of the LPLA and would have far-reaching consequences beyond online marketplaces such as Amazon.com. *See* La. Civ. Code art. 9 (explaining courts should not interpret statutes in a way that leads "to absurd consequences"). For example, like Amazon.com, delivery providers facilitate the sales of goods in the United States by transmitting goods to customers. Under Plaintiffs' proposed definition of "seller," those service providers could be swept into the strict liability provided for in the LPLA merely because they had "physical custody" and "control" over a product for a short period of time. Pls.' Br. 7. This is plainly contrary to legislative intent.

In Louisiana, statutory language should be interpreted using the well-established rules of construction contain in the Civil Code so that the statute does not create an absurd result. But Plaintiff proposes an interpretation of "seller" that ignores Louisiana's statutory construction rules creating an absurd application of the LPLA. Consequently, this Court should reject Plaintiffs' proposed interpretation of the LPLA, and instead, adopt Amazon.com's, which comports with Louisiana's civilian tradition and its statutory interpretation rules.

c. The overwhelming majority of other jurisdictions recognize online marketplace operators are not "sellers" of a third-party's products for the purpose of strict products liability.

This Court, of course, need not consult authority from other jurisdictions to enforce the limited scope of Louisiana law on products liability, especially since Louisiana's civilian tradition provides clear guidance in interpreting the LPLA's definition of "seller." But, notably, the "[m]yriad burgeoning federal and state court cases agree that an online marketplace operator is not a 'seller' of a third-party vendor's products." *Ind. Farm Bureau Ins. v. Shenzhen Anet Tech. Co.*, No. 19-cv-00168, 2020 WL 7711346, at *6 (S.D. Ind. Dec. 29, 2020) (collecting cases). "While not controlling on this court, these decisions demonstrate a prevailing understanding that Amazon's role in the chain of distribution is not sufficient to trigger the imposition of strict liability for defective products sold by third-party vendors on its marketplace." *Stiner v. Amazon.com, Inc.*, 164 N.E.3d 394, 400 (Ohio 2020).

Recently, for example, the Fourth and Ninth Circuits and the Supreme Court of Texas held that Amazon.com is not a "seller" when it facilitates third-party sales under Maryland, Arizona law, and Texas law. *See Erie Ins. Co. v. Amazon.com, Inc.*, 925 F.3d 135, 144 (4th Cir. 2019); *State Farm Fire & Cas. Co. v. Amazon.com, Inc.*, 835 F. App'x 213, 216 (9th Cir. 2020); *Amazon.Com, Inc. v. McMillan*, 625 S.W.3dd 101 (Tex. 2021). "Sellers are those who have relinquished title to the allegedly defective product at some point in the chain of distribution." *McMillan*, 625 S.W.3d at 111. "While Amazon facilitated the shipping of the third-party seller's [products] from the warehouse to the consumer, this did not make Amazon the seller of the product any more than the U.S. Postal Service or United Parcel Service are when they take possession of an item and transport it to a customer." *State Farm*, 835 F. App'x at 216. Similarly, "[t]hat Amazon sometimes stores third-party vendors' products in its warehouses does not make it the owner of those products, just as a mall does not become an owner of the products sold by the various stores contained therein." *State Farm Fire & Cas. Co. v. Amazon.com Inc.*, 407 F. Supp. 3d 848, 853 (D. Ariz. 2019), *aff'd*, 835 F. App'x 213 (9th Cir. 2020).

This Court should not follow the outlier approach adopted by a California intermediate appellate court, which recently held that Amazon.com was strictly liable under California law when operating its online marketplace. *Bolger v. Amazon.com, LLC*, 53 Cal. App. 5th 431, 438 (2020). *Cf.* Def.'s Br. 11-13. Unlike the policy decisions of the Louisiana Legislature discussed in Section I, *supra*, the California "Supreme Court has 'given [the] rule of strict liability a broad application.'" *Bolger*, 53 Cal. App. 5th at 448 (alteration in original) (quoting *Price v. Shell Oil Co.*, 2 Cal. 3d 245, 250 (Cal. 1970); *see id.* at 459 ("Our Supreme Court, which originated the doctrine of strict products liability, has not hesitated to disagree with the Restatement where it has unduly limited the doctrine."). In fact, the court in *Bolger* recognized that "[o]ut-of-state authorities" addressing online marketplaces involving "other state statutes or case law have limited strict liability in a manner inconsistent with [that court's view of] California law." *Id.* at 455 & n.6. In short, California's expansive approach to strict liability is at odds with Louisiana's narrow approach. Relying on California law to modify Louisiana legislative intent would thus be plain error.

While the holdings in *Erie Insurance, State Farm,* and *McMillan* are not binding on our courts, the policy underlying their holdings is compelling. As in Louisiana, state legislatures

throughout the nation have made the decision to limit strict products liability due to its costs on the American consumer and businesses nationwide. This Court should likewise reject this expansion especially, whereas here, the Legislature did not intend to create such a cause of action.

II. Plaintiffs' proposed expansion of Louisiana's negligent undertaking law should be rejected.

Perhaps recognizing the strained nature of their proposed interpretation of the LPLA (and in an effort to circumvent its application), Plaintiffs, alternatively, seek to hold Amazon.com liable by expanding Louisiana's negligent undertaking law. This Court should reject that attempt, too. Under Plaintiffs' argument, any company who voluntarily elects to implement general product safety processes could be held liable under a negligent undertaking theory. Not only is this contradicted by Louisiana's negligent undertaking law, but it also will create bad policy by disincentivizing businesses from implementing general safety measures because they could potentially be held liable for a third party's conduct.

In *Bujol v. Entergy Services, Inc.*, this Court held that a company's "concern with" or "general communications about" or "minimal contacts with" safety matters did not create a duty under Louisiana's negligent undertaking law. 2003-0492, p. 19 (La. 5/25/04), 922 So. 2d 1113, 1132 (citing *Muniz v. National Can Corp.*, 737 F.2d 145, 148 (1st Cir. 1984)). Consequently, this Court found that performance of inspections and making mere safety recommendations, which were not mandatory and which were not within the authority of the defendant to remediate, could not create a duty. *Id.* at 1133-34. Since *Bujol,* Louisiana courts have consistently followed this Court's holding in *Bujol* by refusing to extend Louisiana's negligent undertaking law when a party merely undertook some general safety measures. *See, e.g.*, *Hebert v. Rapides Parish Police Jury,* 2006-2001(La. 4/11/07), 974 So. 2d 635 (finding that the mere performance of inspections of a bridge required by federal law did not establish that the party assumed the duty owned by a third party to maintain the bridge); *Gardner v. Craft*, 47,360 (La. App. 2 Cir. 9/26/12), 105 So. 3d 135, *writ denied*, 2012-2645 (La. 1/25/13), 105 So. 3d 723 (holding that a parent company who simply inspected structural integrity of certain tanks did not assume the duty of its subsidiary to ensure the safe operations of the subsidiary's tanks); *Stanley v. Airgas-Sw., Inc.*, 2016-0461(La. App. 1 Cir. 5/4/17), *writ denied*, 2017-0927 (La. 9/29/17), 227 So. 3d 289 (reasoning that safety procedures drafted by a parent company did not replace or supplant the

responsibility of the subsidiary in holding that the parent company did not negligently undertake the subsidiary's duty).

Here, Amazon.com did nothing more than implement some general safety measures. This is shown by Amazon.com's "Conditions of Use" which all users – including Mr. Pickard – agree to when purchasing third party items through Amazon's online marketplace. Indeed, these Conditions make clear that Amazon did not affirmatively and specifically undertake any duty owed by a third party. In its Conditions of Use, Amazon.com plainly "makes no representations or warranties of any kind, express of implied, as to…the…products made available…through the Amazon services, unless otherwise specified in writing," and the customer agrees that his "use of the Amazon services is at [his] sole risk." Conditions of Use, Amazon.com (Sept. 14, 2022), www.amazon.com/gp/help/customer/display.html?nodeId=GLSBYFE9MGKKQXXM. Amazon further "disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose." *Id.* The Conditions also expressly provide that "Amazon does not warrant that the…products….made available to [customers] through the Amazon Services…are free of…other harmful components." *Id.* Finally, in these Conditions, the customer agrees "Amazon will not be liable for any damages of any kind…from…products...included or otherwise made available to [customers] through any Amazon service, including but not limited to direct, indirect, incidental, punitive, and consequential damages, unless otherwise specified in writing." *Id.*

Consequently, this Court should find that operators of online marketplaces do not undertake a duty by voluntarily implementing safety procedures for products sold by third parties on its websites, especially when the operator unambiguously disclaimed such duty, as Amazon did here. Every operator of online websites takes general safety precautions and assures users of its websites that its website is safe to use. If an operator of a online marketplace can be held liable for defective products sold by others on its website merely because it takes some safety precautions and touts them to the public, this will incentivize operators to scale back these precautions. It will also have far-reaching consequences on Louisiana's small businesses, consumers, and the economy as discussed below.

III. Expanding tort liability of third-party facilitation services will harm small businesses, consumers, and the economy.

In 1988, the Louisiana Legislature made the policy decision to limit strict products liability and eight years later elected to further cabin strict liability through a widespread revision

to Louisiana's Civil Code. This case is just one in a wave of litigation nationwide attempting to extend products liability beyond those limitations. This Court should resist Plaintiffs' attempt to expand tort liability and impose greater costs on Louisiana's consumers and American businesses. The tort system already costs billions of dollars annually and fails to provide commensurate benefits to consumers. For instance, in 2020, it imposed $443 billion in costs (accounting for 2.1% of gross domestic product), but only 53% was compensation for plaintiffs —the remaining 47% "covered the cost of litigation of both sides" and the costs of insurance. Tort Costs in America, An Empirical Analysis of Costs and Compensation of the U.S. Tort System, at 4, 22 (Nov. 2022), https://instituteforlegalreform.com/wp-content/uploads/2022/11/Tort-Costs-in-America-An-Empirical-Assessment-of-Costs-and-Compensation-of-the-U.S.-Tort-System.pdf ("Chamber Report").

This inefficient allocation is especially felt by the citizens of Louisiana. Louisiana's tort costs rank as second highest in the nation at 2.99% of its gross domestic product. Chamber Report at 19. The per-household tort costs in Louisiana are $4,018. Chamber Report at 20. A recent study estimates the output lost to excessive tort litigation in Louisiana is approximately $5.17 billion annually, which computes to a "tort tax" of $1,263 per Louisianan and translates to 48,696 jobs lost. 2024 Citizens Against Lawsuit Abuse Report at 1, https://cala.com/wp-content/uploads/2024/01/2023-perryman-tort-reform-New-Orleans_LA.pdf. Extension of strict products liability will produce more of the same.

There is little benefit to plaintiffs despite the tort system's extensive costs. For example, one study of tort claims concluded that for every $1.00 received by a claimant, on average $0.75 went to legal and administrative costs, which increased to $0.83 when the claimant retained legal counsel and filed a lawsuit. *See* Joni Hersch & Kip Viscusi, Tort Liability Litigation Costs for Commercial Claims, 9 Am. L. & Econ. Rev. 330, 362 (2007). In 2022, the Chamber's Institute for Legal Reform found that "for every dollar paid in compensation to claimants, 88 cents were paid in legal and other costs." *See* Chamber Report at 7.

Expansion of the tort system has far-reaching effects. The most immediate burdens are, of course, shouldered by businesses, whose entire operations are affected by increased costs. For example, excessive tort liability has been linked to lower worker productivity and employment. *See, e.g.*, Thomas J. Campbell, Daniel P. Kessler & George B. Shepherd, *The Causes and Effects of Liability Reform: Some Empirical Evidence* 18-22, NBER Working Paper No. 4989 (1995),

https://www.nber.org/system/files/working_papers/w4989/w4989.pdf. Unsurprisingly, the threat and costs of litigation can hinder the development of new products, halting innovation within firms and stifling competition among them. *See, e.g.,* Peter W. Huber & Robert E. Litan, The Liability Maze: The Impact of Liability Law on Safety and Innovation 16 (1991). And any domestic harms to businesses are exacerbated by the competition from international markets. One study found that domestic liability costs decrease the United States' manufacturing-cost competitiveness by at least 3.2%. *See* Jeremy A. Leonard, *How Structural Costs Imposed on U.S. Manufacturers Harm Workers and Threaten Competitiveness* 16 (2003) (report prepared for the Manufacturing Institute of the National Association of Manufacturers).

Because litigation and administrative costs "constitute the majority of the price increases" that reach consumers, harms to businesses ultimately pass-through to consumers. Joanna M. Shepherd, Products Liability and Economic Activity: An Empirical Analysis of Tort Reform's Impact on Businesses, Employment, and Production, 66 Vand. L. Rev. 257, 287 (2013). This can "discourage most consumers from purchasing the product and consequently cause the manufacturer to withdraw the product from the marketplace or to go out of business." A. Mitchell Polinsky & Steven Shavell, The Uneasy Case for Product Liability, 123 Harv. L. Rev. 1437, 1472 (2010).

Small businesses and entrepreneurs (who primarily benefit from Amazon's FBA service) are among those most affected. The facilitation services offered by providers like Amazon.com allow small businesses to access a nationwide market that would otherwise be unavailable to them. Expanding liability for the facilitation of sales of products owned by third parties will increase the expense of such facilitation services. And these higher costs will either be passed along to consumers—decreasing sales—or make the marketplaces cost-prohibitive for small businesses. Expanded strict products liability therefore disincentives innovation, competition, and entrepreneurial activity. *See* Shepherd, 66 Vand. L. Rev. at 287-88. Accordingly, the Court should continue to properly reject Plaintiffs' attempts to expand tort liability under Louisiana law.

CONCLUSION

For these reasons, this Court should reject Plaintiffs' attempt to expand Louisiana's tort system and find that (1) an operator of online marketplaces who facilitates the sale of third- party products is not a "seller" under the LPLA and (2) an operator of online marketplaces who

voluntarily adopts general safety procedures did not assume a "duty" under Louisiana's negligent undertakings law.

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CERTIFICATE OF SERVICE

I certify that a copy of the above and foregoing Amicus Curiae Brief of the Chamber of Commerce of the United States of America has been served upon all counsel of record by electronic mail this 15th day of April, 2024.

Claire E. Juneau