

LOUISIANA COURT OF APPEAL, FIRST CIRCUIT

Kendal Bellard v. Henry A. Hollier, Nicole Hollier, and ABC Insurance Company

No. 2025 CW 1016 · No. 2025 CW 1016 · Decided March 9, 2026

SUMMARY

The Louisiana Court of Appeal, First Circuit granted supervisory writs and reversed the portion of the trial court’s judgment granting Amazon Logistics, Inc.’s exception of prematurity. The court held that the plaintiff, who delivered Amazon packages in interstate commerce, was a transportation worker exempt from arbitration under the Federal Arbitration Act.

CASE DETAILS

COURT	Louisiana Court of Appeal, First Circuit
WRITING FOR THE COURT	Miller, J.; Edwards, J.; Fields, J.
JURISDICTION	Louisiana Court of Appeal, First Circuit
DECIDED	March 9, 2026
DOCKET	2025 CW 1016
DISPOSITION	writ_granted
PROCEDURAL POSTURE	Kendal Bellard applied for supervisory writs challenging the trial court's judgment granting an exception of prematurity in favor of defendant Amazon Logistics, Inc.
PRECEDENTIAL VALUE	Unknown
PARTIES	Kendal Bellard v. Henry A. Hollier, Nicole Hollier, ABC Insurance Company

TOPICS

- writ of certiorari
- arbitration
- employment arbitration
- appellate procedure
- civil procedure

PRACTICE AREAS

- arbitration
- employment law
- civil procedure

QUESTIONS PRESENTED

1. Whether Bellard's employment contract is exempt from arbitration under the Federal Arbitration Act because he was a transportation worker engaged in interstate commerce.
2. Whether Amazon Logistics, Inc.'s exception of prematurity should have been granted.

HOLDINGS

1. An employment contract with a worker who delivered Amazon packages beginning within the flow of interstate commerce is exempt from arbitration under the Federal Arbitration Act's exemption for workers engaged in interstate commerce.
2. Amazon Logistics, Inc.'s exception of prematurity was denied because Bellard's employment contract was exempt from arbitration under the Federal Arbitration Act.

KEY QUOTATIONS

“The Federal Arbitration Act, 9 U.S.C. § 1, exempts employment contracts with workers engaged in interstate commerce from the FAA.”

“Accordingly, under the Federal Arbitration Act, 9 U.S.C. § 1, the employment contract of Kendal Bellard, as a transportation worker, is exempt from arbitration.”

FACTUAL BACKGROUND

Bellard delivered Amazon packages that began within the flow of interstate commerce. His employment contract was subjected to an arbitration-related exception of prematurity filed by Amazon Logistics, Inc.

PROCEDURAL HISTORY

The matter originated in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, docket number 741660. The trial court's September 10, 2025 judgment granted Amazon Logistics, Inc.'s exception of prematurity. The Louisiana Court of Appeal, First Circuit, granted supervisory writs and reversed that portion of the judgment.

DISPOSITION

writ_granted

CASES CITED

- Sw. Airlines Co. v. Saxon, 596 U.S. 450, 458, 142 S.Ct. 1783, 1790, 213 L.Ed.2d 27 (2022)
- Circuit City Stores, Inc. v. Adams, 932 U.S. 105, 121, 121 S.Ct. 1302, 1312, 149 L.Ed.2d 234 (2001)
- Miller v. Amazon.com, Inc., No. 21-36048, 2023 WL 5665771 (9th Cir. 2023)

OPINION

Kendal Bellard v. Henry A. Hollier, Nicolle Hollier and ABC Insurance Company

PER CURIAM.

STATE OF LOUISIANA
COURT OF APPEAL, FIRST CIRCUIT
KENDAL BELLARD NO. 2025 CW 1016
VERSUS
HENRY A. HOLLIER, NICOLLE
HOLLIER, AND ABC INSURANCE
COMPANY MARCH 09, 2026

In Re: Kendal Bellard, applying for supervisory writs, 19th Judicial District Court, Parish of East Baton Rouge, No. 741660. BEFORE : MILLER, EDWARDS, AND FIELDS, JJ. WRIT GRANTED. The portion of the trial court's September 10, 2025 judgment which granted defendant's, Amazon Logistics, Inc., Exception of Prematurity is reversed. The Federal Arbitration Act, 9 U.S.C. § 1, exempts employment contracts with workers engaged in interstate commerce from the FAA. The United States Supreme Court has stated “. . . while we did not provide a complete definition of ‘transportation worker,’ we indicated that any such worker must at least play a direct and ‘necessary role in the free flow of goods’ across borders.” *Sw. Airlines Co. v. Saxon*, 596 U.S. 450, 458, 142 S.Ct. 1783, 1790, 213 L.Ed.2d 27 (2022), citing *Circuit City Stores, Inc. v. Adams*, 932 U.S. 105, 121, 121 S.Ct. 1302, 1312, 149 L.Ed.2d 234 (2001). Generally, there appears to be no dispute that plaintiff, Kendal Bellard, delivered Amazon packages, which began within the flow of interstate commerce. See *Miller v. Amazon.com, Inc.*, No. 21- 36048, 2023 WL 5665771, (9th Cir. 2023). Accordingly, under the Federal Arbitration Act, 9 U.S.C. § 1, the employment contract of Kendal Bellard, as a transportation worker, is exempt from arbitration. Therefore, the exception of prematurity filed by defendant, Amazon Logistics, Inc., is denied.

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