

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

OPINION

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. SMM BDE WEF _COURT OF APPEAL, FIRST CIRCUIT uo A) Wan DEFY TY CLERK OF COURT vere THE COURT