

Summary of Key Online Marketplace Product Liability Litigation

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CASES FINDING ONLINE MARKETPLACE POTENTIALLY LIABLE FOR DEFECTIVE PRODUCT

Case Name/Court	Product/Holding	Status
<p><i>Bolger v. Amazon.com, LLC</i>, 53 Cal.App.5th 431 (2020).</p> <p>Court of Appeal for the State of California, Fourth Appellate District, Division One</p>	<p>Exploding replacement laptop battery.</p> <p>Held: Amazon strictly liable under California law in case where product was Fulfilled by Amazon. No immunity under the Communications Decency Act (“CDA”). Replacement LED headlamp caught fire and burned the plaintiff’s house.</p>	<p>Petition for Review filed.</p>
<p><i>Oberdorf v. Amazon.com Inc.</i>, 930 F.3d 136, <i>rehearing en banc granted and opinion vacated</i>, 936 F.3d 182 (2019).</p> <p>United States Court of Appeals, Third Circuit (Pennsylvania)</p>	<p>Defective dog collar that partially blinded the plaintiff.</p> <p>Held: Panel held Amazon could be strictly liable under PA law. Rehearing en banc was granted and that opinion was vacated. The en banc court certified the question to the PA. Supreme Court.</p>	<p>Case settled for an undisclosed amount before being briefed at the PA Supreme Court.</p>
<p><i>State Farm Fire and Casualty Company v. Amazon.com, Inc.</i>, 390 F.Supp.3d 964 (W.D. Wis. 2019).</p>	<p>Defective faucet flooded home.</p> <p>Held: Amazon was seller within meaning of Wisconsin</p>	<p>Decision final.</p>

<p>United States District Court for the Western District of Wisconsin</p>	<p>strict products liability statute, not immune from liability under CDA</p>	
<p><i>McMillan v. Amazon.com, Inc.</i>, 433 F.Supp.3d 1034 (S.D. Tex. 2020).</p> <p>United States District Court for the Southern District of Texas</p>	<p>Child swallowed batteries from defective television remote and suffered permanent damage to esophagus.</p> <p>Held: Amazon could be strictly liable for selling defective remote but claims for failure to warn were barred by CDA.</p>	<p>On appeal at the Fifth Circuit, <i>McMillan v. Amazon.com, Inc.</i>, No. 20-20108.</p>
<p><i>Love v. Weecco™</i>, 774 F. App'x 519, 521 (11th Cir. 2019).</p> <p>United States Court of Appeals, Eleventh Circuit (Georgia)</p>	<p>Hoverboard caught fire and burned the plaintiff and the plaintiff's home.</p> <p>Held: Reversed grant of Amazon's motion to dismiss on negligent failure to warn claim.</p>	<p>Case in litigation, <i>Love v. Weecco™, Inc.</i>, 1:18-cv-00540 (N.D. Ga.).</p>
<p><i>State Farm Fire and Casualty Company v. Amazon.com, Inc.</i>, 2019 WL 5616708 (N.D. Miss., Oct. 31, 2019, No. 3:18CV166-M-P)</p> <p>United States District Court for the Northern District of Mississippi</p>	<p>Defective hoverboard and batteries caught fire causing severe property damage.</p> <p>Held: Amazon's motion for judgment on the pleadings on the basis of not being the product's seller denied.</p>	<p>Case litigation, <i>State Farm Fire and Casualty Company v. Amazon.com, Inc.</i>, (N.D. Miss., No. 3:18CV166-M-P).</p>
<p><i>Papataros v. Amazon.com, Inc.</i>, 2019 WL 4011502 (D.N.J., Aug. 26, 2019, No. CV179836KMMAH).</p> <p>United States District Court for the District of New Jersey</p>	<p>Defective scooter caused injury.</p> <p>Held: Amazon could be strictly liable for selling defective scooter because it could be a "seller" under the</p>	<p>Ruling stayed pending a final decision in <i>Oberdorf</i>.</p>

	New Jersey Product Liability Act.	
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CASES FINDING ONLINE MARKETPLACE NOT LIABLE FOR DEFECTIVE PRODUCT

Case Name/Court	Product/Holding	Status
<p><i>Erie Insurance Company v. Amazon.com, Inc.</i>, 925 F.3d 135 (4th Cir. 2019).</p> <p>United States Court of Appeals, Fourth Circuit (Maryland)</p>	<p>Defective LED headlamp caught fire and burned house.</p> <p>Held: Under Maryland law, Amazon is not a “seller” and thus not strictly liable for the defective headlamp. Case not barred by the CDA.</p>	Decision final.
<p><i>Fox v. Amazon.com, Inc.</i>, 930 F.3d 415 (6th Cir. 2019).</p> <p>United States Court of Appeals, Sixth Circuit (Tennessee)</p>	<p>Defective hoverboard burned house and caused various physical injuries.</p> <p>Held: Amazon was a “seller” of the hoverboard under Tennessee Product Liability Act but did not exercise enough control over the product to be held strictly liable under the Act. Amazon could be liable for negligence in warning plaintiffs of hoverboard’s dangers.</p>	Case settled for undisclosed amount.
<p><i>Stiner v. Amazon.com, Inc.</i>, 120 N.E.3d 885 (2019).</p>	<p>Teenager died from caffeine powder purchased on Amazon marketplace. Decedent did not purchase the product but was given it by a friend.</p>	Affirmed by Ohio Supreme Court, <i>Stiner v. Amazon.com, Inc.</i> , Slip Opinion No. 2020-Ohio-4632.
<p><i>Eberhart v. Amazon.com, Inc.</i>, 325 F.Supp.3d 393 (S.D.N.Y. 2018).</p>	<p>Defective coffee maker shattered.</p>	Decision final.

<p>United States District Court for the Southern District of New York</p> <p>See also <i>Philadelphia Indemnity Ins. Co. v. Amazon.com, Inc.</i>, 2019 WL 6525624 (E.D.N.Y., Dec. 4, 2019, No. 17CV03115DRHAKT) (followed <i>Eberhart</i>)</p>	<p>Held: Amazon was not a seller given its “failure to take title to a product.” Amazon’s role in “warehousing and shipping goods” under the FBA program was not enough to subject it to strict liability.</p>	
<p><i>Garber v. Amazon.com, Inc.</i>, 380 F.Supp.3d 766 (N.D. Ill. 2019).</p> <p>United States District Court for the Northern District of Illinois</p>	<p>Child swallowed batteries from defective television remote and suffered permanent damage to esophagus.</p> <p>Held: Amazon not strictly liable; Amazon’s “level of participation” did not establish that it was a “seller” because Amazon merely “provid[ed] a venue and marketplace for third-party sellers ... to connect with buyers.”</p>	<p>Decision final.</p>
<p><i>Carpenter v. Amazon.com, Inc.</i>, 2019 WL 1259158 (N.D. Cal., Mar. 19, 2019, No. 17-CV-03221-JST).</p> <p>United States District Court for the Northern District of California.</p>	<p>Hoverboard caught fire and burned the plaintiff and the plaintiff’s home.</p> <p>Held: Amazon not strictly liable because there was no evidence that Amazon “played a dominant role in creating the market for hoverboards, took steps to assist hoverboard manufacturers in marketing hoverboards, or engaged in any other activities that led to the creation of the initial hoverboard market.”</p>	<p>On appeal at the Ninth Circuit, Case No. 19-15695. Fully briefed and awaiting argument.</p>

<p><i>Allstate New Jersey Insurance Company v. Amazon.com, Inc.</i>, 2018 WL 3546197 (D.N.J., July 24, 2018, No. CV172738FLWLHG)</p> <p>United States District Court for the District of New Jersey</p>	<p>Replacement laptop battery caught fire, causing property damage.</p> <p>Held: Amazon was not strictly liable because it was not a “seller” under New Jersey law.</p>	<p>Decision final.</p>
<p><i>State Farm Fire & Cas. Co. v. Amazon.com Inc.</i>, 407 F. Supp. 3d 848 (D. Ariz. 2019).</p> <p>United States District Court for the District of Arizona</p>	<p>Defective hoverboard caught fire and burned the insured’s house.</p> <p>Held: Amazon not strict liable under Arizona law because not enough evidence it “participated significantly in the stream of commerce” for hoverboards.</p>	<p>On appeal to the Ninth Circuit, <i>State Farm v. Amazon.com, Inc.</i>, No. 19-17149. Fully briefed and awaiting argument.</p>