

NEWS & INSIGHTS

LIGHTFOOT LAWYERS PUBLISH ALABAMA LAW REVIEW ARTICLE ON INNOCENT SELLER ACT

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Lightfoot, Franklin & White LLC partners **Harlan Prater** and **Jeffrey Doss**, along with associates **Bridget Harris** and **Amber Hall**, recently co-authored an article for the *Alabama Law Review*.

The article is titled “**Solely a Savings Clause, Not an Exception: Keeping the Alabama Innocent Seller Act as Intended by the Legislature**” and appears in Volume 71 of the publication.

In the piece, the authors discuss Alabama’s Innocent Seller Act, which protects retailers from product liability claims just for selling an allegedly defective or harmful product. In particular, they examine the law’s savings clause provision, which states that sellers can be held liable for their own “independent acts unrelated to the product design or manufacture, such as independent acts of negligence, wantonness, warranty violations, or fraud.”

“Courts should find that the Alabama Innocent Seller Act’s savings clause is not a catchall for a seller to be held liable for the actions of the manufacturer,” write the authors. “Instead, the savings clause is a common-sense provision evincing that a seller may not use the Alabama Innocent Seller Act as a shield for its independent negligent, reckless, or wanton actions that are not the fault of the manufacturer.”

They also go on to explore the implications of a broad interpretation of the Alabama Innocent Seller Act’s savings clause in terms of public policy.