Rel: June 24, 2022

SUPREME COURT OF ALABAMA

OCTOBER TERM, 2021-2022

1200851

Larry Lang

v.

Cabela's Wholesale, LLC

Appeal from Lawrence Circuit Court
(CV-18-900180)

PARKER, Chief Justice.

Larry Lang appeals a summary judgment of the Lawrence Circuit Court in favor of Cabela's Wholesale, LLC ("Cabela's"), in his product-liability action against Cabela's based on the alleged failure of a hunting

tree stand. Under the clear language of § 6-5-521(b)-(d), Ala. Code 1975, commonly known as the innocent-seller act,[1] Cabela's was not entitled to a summary judgment on Lang's claims against Cabela's as the seller of the tree stand. Cabela's was entitled to a summary judgment, however, on Lang's claims against Cabela's as the designer and manufacturer. Accordingly, we affirm the judgment in part and reverse it in part.

I. Facts

On November 29, 2016, Lang was starting to climb down the ladder of a hunting tree stand. A telescoping mechanism in the ladder failed, and Lang fell to the ground and was severely injured. As a result, he had limited ability to walk, incurred significant medical bills, and incurred expenses to modify his home.[2]

Lang allegedly had purchased the tree stand from Cabela's several years earlier and did not know who the manufacturer was. In early

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[1]See, e.g., Angela K. Upchurch, Alabama Personal Injury and Torts §§ 7:3, 7:11 (2021 ed.); 1 Michael L. Roberts, Alabama Tort Law § 19.09 (7th ed. 2021).

[2]The foregoing facts are based on the allegations in Lang's complaint and were undisputed for purposes of the summary-judgment motion of Cabela's.

November 2018, Lang met with an attorney about filing a lawsuit. The attorney inspected the tree stand and spent about 30 hours doing Internet research to determine who manufactured it. The attorney looked at hundreds of pictures without finding a similar-looking tree stand.[3]

Thus, on November 28, 2018, with no more time before the statute of limitations would run,[4] Lang commenced a product-liability action against Cabela's. The complaint alleged that Cabela's had designed, manufactured, and sold the defective tree stand. With the complaint, Lang's attorney filed an affidavit attesting to the above facts regarding his search for the manufacturer.

On January 2, 2019, Cabela's filed its answer, alleging that Cabela's could not identify the manufacturer and would need to inspect the tree stand. Later in January, Lang served interrogatories asking whether Cabela's had manufactured the tree stand. In April 2019,

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[3]The facts in the foregoing paragraph are based on the summary-judgment evidence as viewed in the light most favorable to Lang as the nonmovant. See Wiggins v. Mobile Greyhound Park, LLP, 294 So. 3d 709, 725 (Ala. 2019).

[4]The limitations period applicable to product-liability actions is two years under § 6-2-38, Ala. Code 1975. In re Vioxx Prod. Liab. Litig., 478 F. Supp. 2d 897 (E.D. La. 2007); Ridling v. Armstrong World, 627 F. Supp. 1057 (S.D. Ala. 1986).

Cabela's served interrogatory responses identifying the manufacturer as a company called "StrongBuilt."

After the litigation was delayed for almost two years, in April 2021 Cabela's filed a motion for a summary judgment. The motion asserted that Cabela's was protected from liability by the innocent-seller act because Cabela's was a mere conduit of the product and also that Lang could not demonstrate that Cabela's had sold the tree stand to him. Along with its motion, Cabela's filed an affidavit identifying the manufacturer. The circuit court granted the motion, ruling that Cabela's was protected by the innocent-seller act. The court explained:

> "In compliance with subsection (d) [of the act], [Cabela's] provided [Lang] with an affidavit (first in April/May of 2019 in the form of responses to interrogatories and second by filing an affidavit on April 1, 2021) which certified the correct identity of the manufacturer of the subject tree stand.
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> "....
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> "…. [Lang] has failed to exercise due diligence to file an action and obtain jurisdiction over the manufacturer. [Lang] has failed [to] voluntarily dismiss all claims against [Cabela's]. [Lang] has failed to identify prima facie evidence of the requirements set out in subsection (b) for maintaining a product liability action against [Cabela's]."

Accordingly, the court entered a judgment in favor of Cabela's. Lang appeals.

II. Standard of Review

> "This Court's review of a summary judgment is de novo. We apply the same standard of review as the trial court applied. Specifically, we must determine whether the movant has made a prima facie showing that no genuine issue of material fact exists and that the movant is entitled to a judgment as a matter of law. In making such a determination, we must review the evidence in the light most favorable to the nonmovant. Once the movant makes a prima facie showing that there is no genuine issue of material fact, the burden then shifts to the nonmovant to produce 'substantial evidence' as to the existence of a genuine issue of material fact. '[S]ubstantial evidence is evidence of such weight and quality that fair-minded persons in the exercise of impartial judgment can reasonably infer the existence of the fact sought to be proved.'"

Dow v. Alabama Democratic Party, 897 So. 2d 1035, 1038-39 (Ala. 2004) (citations omitted). This Court also "review[s] questions of statutory construction and interpretation de novo, giving no deference to the trial court's conclusions." Pitts v. Gangi, 896 So. 2d 433, 434 (Ala. 2004).

III. Analysis

On appeal, Lang argues that he complied with the requirements of the innocent-seller act for bringing a product-liability claim against a seller, and that Cabela's did not comply with the act's requirements for a seller to obtain its dismissal from the case. Cabela's responds that it did comply with the act's requirements and that it was a mere conduit of the

product. Alternatively, Cabela's contends that Lang did not demonstrate that it was the seller.

A. The Innocent-Seller Act

Section 6-5-521(b)-(d), Ala. Code 1975, commonly known as the innocent-seller act, protects certain sellers from liability arising out of product defects. The act prohibits a product-liability claim against a seller unless the seller was involved with the product in certain specific ways:

> "(b) No product liability action may be asserted or may be provided a claim for relief against any distributor, wholesaler, dealer, retailer, or seller of a product, or against an individual or business entity using a product in the production or delivery of its products or services (collectively referred to as the distributor) unless any of the following apply:
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> > "(1) The distributor is also the manufacturer or assembler of the final product and such act is causally related to the product's defective condition.
> >
> > "(2) The distributor exercised substantial control over the design, testing, manufacture, packaging, or labeling of the product and such act is causally related to the product's condition.
> >
> > "(3) The distributor altered or modified the product, and the alteration or modification was a substantial factor in causing the harm for which recovery of damages is sought.

> "(4) It is the intent of this subsection to protect distributors who are merely conduits of a product. This subsection is not intended to protect distributors from independent acts unrelated to the product design or manufacture, such as independent acts of negligence, wantonness, warranty violations, or fraud."

The act also provides, however, that a seller may be sued if the injured party cannot identify the product's manufacturer:

> "(c) Notwithstanding subsection (b), if a claimant is unable, despite a good faith exercise of due diligence, to identify the manufacturer of an allegedly defective and unreasonably dangerous product, a product liability action may be brought against a distributor, wholesaler, dealer, retailer, or seller of a product, or against the individual or business entity using a product in the production or delivery of its products or services. The claimant shall provide an affidavit certifying that the claimant, or the attorney therefor, has in good faith exercised due diligence and has been unable to identify the manufacturer of the product in question."

Finally, subsection (d) creates a way for a seller sued under subsection (c) to be dismissed from the case:

> "(d) In a product liability action brought pursuant to subsection (c), against a distributor, wholesaler, dealer, retailer, or seller of a product, or against the individual or business entity using a product in the production or delivery of its products or services, the party, upon answering or otherwise pleading, may file an affidavit certifying the correct identity of the manufacturer of the product that allegedly caused the claimant's injury. Once the claimant has received an affidavit, the claimant shall exercise due diligence to file

> an action and obtain jurisdiction over the manufacturer. Once the claimant has commenced an action against the manufacturer, and the manufacturer has or is required to have answered or otherwise pleaded, the claimant shall voluntarily dismiss all claims against any distributor, wholesaler, dealer, retailer, or seller of the product in question, or against the individual or business entity using a product in the production or delivery of its products or services, unless the claimant can identify prima facie evidence that the requirements of subsection (b) for maintaining a product liability action against such a party are satisfied."

Lang argues that, under the procedure set forth in subsection (d), he had no duty to attempt to add the manufacturer as a defendant and then to dismiss Cabela's, for two reasons. First, he contends that, when Cabela's served on him its April 2019 interrogatory responses identifying the manufacturer, service of those responses did not constitute "fil[ing] an affidavit." Second, Lang posits that, when Cabela's filed its affidavit identifying the manufacturer more than two years after Cabela's filed its answer, that was too late to qualify as filing "upon answering or otherwise pleading."

This Court approaches statutory interpretation mindful that our role under the Alabama Constitution is to exercise "the judicial power of the state," Art. VI, § 139(a), Ala. Const. 1901 (Off. Recomp.), and that we "may not exercise the legislative or executive power," Art. III, § 42(c).

Thus, we are bound "to say what the law is, not to say what it should be." DeKalb Cnty. LP Gas Co. v. Suburban Gas, Inc., 729 So. 2d 270, 276 (Ala. 1998). Fidelity to this separation-of-powers precept requires us to determine and adhere to the meaning of the statute's text, even if doing so leads to an inefficient or undesirable result. Id.; Ex parte T.B., 698 So. 2d 127, 129-30 (Ala. 1997). Therefore, "our inquiry begins with the language of the statute, and if the meaning of the statutory language is plain, our analysis ends there." Ex parte McCormick, 932 So. 2d 124, 132 (Ala. 2005). We must "interpret that language to mean exactly what it says." IMED Corp. v. Systems Eng'g Assocs. Corp., 602 So. 2d 344, 346 (Ala. 1992). "When the words are confusing or conflicting, we resort to other rules [of statutory construction that] courts have formulated to most faithfully interpret the statute." Ex parte Jackson, 881 So. 2d 450, 452 (Ala. 2003).

Here, Lang sued Cabela's under subsection (c) by filing with the complaint an affidavit of his attorney averring that, despite good-faith due diligence, he had been unable to identify the manufacturer. When a plaintiff does so, then, under subsection (d), the seller may trigger the plaintiff's duties relating to dismissing the seller by satisfying the three

elements found in the language of that subsection. The seller must (1) "file" (2) an "affidavit" certifying the correct identity of the manufacturer (3) "upon answering or otherwise pleading."

Cabela's first contends that its serving Lang with its April 2019 interrogatory responses identifying the manufacturer triggered Lang's duties to move toward dismissing Cabela's. But subsection (d)'s first element requires that the identification be "file[d]." In the sense in which the word is used in subsection (d), "file" means "[t]o deliver a legal document to the court clerk or record custodian for placement into the official record." File, Black's Law Dictionary (9th ed. 2009). It is undisputed that Cabela's did not file the responses in the circuit court prior to judgment, but simply served them on Lang. Indeed, interrogatories are a discovery device between parties. See Rule 26(a), Ala. R. Civ. P. Thus, interrogatories and responses to them must be served on the appropriate party, see Rule 33(a), but ordinarily are not filed with the trial court.

Cabela's argues that its failure to satisfy the "fil[ing]" element was not fatal. In its view, a plaintiff's obligations under subsection (d) are triggered when the plaintiff "has received an affidavit" certifying the

identity of the manufacturer. The first two sentences of subsection (d) provide: "[T]he [seller], upon answering or otherwise pleading, may file an affidavit certifying the correct identity of the manufacturer .... Once the claimant has received an affidavit, the claimant shall exercise due diligence to file an action and obtain jurisdiction over the manufacturer." § 6-5-521(d) (emphasis added)). Cabela's apparently believes that the words "an affidavit" in the second sentence do not necessarily refer to the "affidavit" mentioned in the first sentence, which the seller must "file." Essentially, Cabela's argues that the plaintiff's duty to try to add the manufacturer as a defendant (and then dismiss the seller) is triggered by the plaintiff's receipt of an affidavit, not the seller's filing of an affidavit followed by the plaintiff's receipt of it.

We are not persuaded by this attempt to bypass the "fil[ing]" element. Ordinarily, "the [L]egislature should not be deemed to have done a vain and useless thing." State Home Builders Licensure Bd. v. Sowell, 699 So. 2d 214, 218 (Ala. Civ. App. 1997). Thus, "[t]here is a presumption that every word, sentence, or provision [of a statute] ... has some force and effect and ... that no superfluous words or provisions were used." Barnett v. Panama City Wholesale, Inc., 312 So. 3d 754, 757 (Ala.

2020) (citations omitted). If a seller could achieve dismissal merely by presenting to the plaintiff an affidavit identifying the manufacturer, the first sentence's "fil[ing]" requirement would be of no effect.

Moreover, "[b]ecause the meaning of statutory language depends on context, a statute is to be read as a whole." Ex parte Jackson, 614 So. 2d 405, 406 (Ala. 1993). Subsection (d)'s second sentence mentions only "an affidavit." Standing alone and without reference to the first sentence, the second sentence furnishes no information at all about the affidavit -- not even that it must identify the manufacturer. Thus, the words "an affidavit" in the second sentence cannot be understood without reference to the first sentence. Indeed, Cabela's implicitly acknowledges this fact by recognizing that "an affidavit" in the second sentence means an affidavit identifying the manufacturer, as contemplated by the first sentence. Hence, the "affidavit" referenced by the second sentence is the same "affidavit" referenced in the first sentence, which must be "file[d]," not merely "receive[d]."

Therefore, under subsection (d), a plaintiff's obligations relating to dismissing the seller are triggered by the plaintiff's receipt of an affidavit, properly identifying the manufacturer, that has been filed. Because the

interrogatory responses by Cabela's were not filed, they did not trigger Lang's subsequent duties under subsection (d). Cf. State Farm Fire & Cas. Co. v. Homewerks Worldwide, LLC, No. A16-1925, Aug. 14, 2017 (Minn. Ct. App. 2017) (unpublished opinion) (holding that, under similar statute, seller's service of affidavit identifying manufacturer did not satisfy statute's requirement that seller "upon answering or otherwise pleading file an affidavit certifying the correct identity of the manufacturer"). Therefore, the interrogatory responses did not provide a basis for the summary judgment. Further, because the responses did not satisfy the "fil[ing]" element, there is no need for us to decide whether sworn interrogatory responses could satisfy the "affidavit" element.

Second, Cabela's asserts that its April 2021 affidavit identifying the manufacturer, which Cabela's filed in support of its summary-judgment motion, triggered Lang's duties under subsection (d). Lang disputes the timeliness of that affidavit under subsection (d)'s third element, that the affidavit must be filed "upon answering or otherwise pleading."

Lang argues that the word "upon" means "on the occasion of" or "immediately after." In his view, the filing of the affidavit by Cabela's more than two years after its answer was too late to be "upon answering."

Cabela's responds that "upon" simply means "after." Thus, Cabela's argues, the words "upon answering or otherwise pleading" merely mean after pleading. Cabela's posits that this language enables the seller to obtain a quick dismissal by filing an affidavit at the pleading stage but does not restrict the seller from filing the affidavit later.

As used in subsection (d), "upon" does not mean merely "after." When "upon" is used to denote a temporal relationship between two acts or events, it ordinarily means "immediately or very soon after." See The Random House Dictionary of the English Language 2093 (2d ed. unabridged 1987) (defining "upon" as "immediately or very soon after: She went into mourning upon her husband's death."); Webster's New International Dictionary of the English Language 2800 (2d ed. unabridged 1952) ("[w]ith little or no interval after; as, he answered upon receipt"); Webster's Third New International Dictionary of the English Language 2518 (unabridged 2002) ("immediately following on : very soon after ([upon] his death, she went on the ... stage ...)"; "on the occasion of : at the time of ... (a yoke which men of spirit will throw off [upon] the first favorable opportunity ...)"); Pelegrini v. Principi, 18 Vet. App. 112, 119 (2004) ("Section 5103(a) requires the Secretary to give VCAA-complying

notice to a VA claimant '[u]pon receipt of a complete or substantially complete application.' 38 U.S.C. § 5103(a) (emphasis added). 'Upon' means 'on the occasion of, at the time of, or immediately thereafter'. WEBSTER'S COLLEGE DICTIONARY 1465 (Random House 1992)."); Bryan A. Garner, Garner's Dictionary of Legal Usage 917 (3d ed. 2011) ("The sense 'with little or no interval after' is often an important nuance [of 'upon']."). Further, although statutory words must be read in context, see Jackson, 614 So. 2d at 406, nothing in subsection (d) suggests that the Legislature meant something other than this ordinary usage of "upon."

In the face of the plain meaning of "upon answering or otherwise pleading," Cabela's objects that a seller often will not be able to identify the manufacturer within the time for answering. Apparently, Cabela's means to imply that the statute's plain meaning creates an absurd result. But Cabela's overlooks the simple fact that a seller can move for an extension of time to answer, see Rule 6(b), Ala. R. Civ. P., and for pre-answer discovery to determine the manufacturer's identity, see generally Rule 26(f) ("At any time after commencement of an action the court may direct the attorneys for the parties to appear before it for a conference on

the subject of discovery.").

Accordingly, the words "upon answering or otherwise pleading" do not mean merely "at some time after pleading"; they mean that the seller must file the requisite affidavit contemporaneously with or promptly after its responsive pleading. Here, Cabela's did not file its affidavit identifying the manufacturer until more than two years after it filed its answer, well beyond the time for doing so. Thus, the filing of that affidavit did not trigger Lang's obligations under subsection (d). Cf. Homewerks (holding that, under similar statute, seller failed to timely file affidavit identifying manufacturer "upon answering or otherwise pleading" when seller filed the affidavit shortly before trial). Therefore, the affidavit was not a proper basis for the summary judgment.

In addition, Cabela's contends that Lang did not demonstrate that Cabela's was more than a mere conduit of the product. Subsection (b) of the innocent-seller act allows a product-liability claim against a seller if, among other things, the seller manufactured, assembled, designed, tested, packaged, labeled, or altered the product. § 6-5-521(b)(1)-(3). Although Lang's complaint alleged that Cabela's sold as well as designed and manufactured the tree stand, the circuit court ruled that Lang had

not submitted any evidence to support his design or manufacture allegations. Lang does not challenge that ruling. Therefore, Lang does not demonstrate any error in the aspect of the summary judgment regarding his design and manufacture allegations (whether viewed as seller-plus-design/manufacture claims under subsection (b) or as independent design/manufacture claims), so the summary judgment must be affirmed as to that aspect of Lang's claims.

Nevertheless, Lang's lack of evidence that Cabela's was the designer or manufacturer under subsection (b) does not affect the viability of his claim under subsection (c). As Lang correctly argues, subsection (c) operates independently of subsection (b). Specifically, subsection (c) provides that, "[n]otwithstanding subsection (b)," a plaintiff may bring a product-liability action against a seller when the plaintiff cannot identify the manufacturer. Therefore, the summary judgment as to Lang's claims against Cabela's purely as the seller cannot be affirmed on the basis of subsection (b).

B. Evidence that Cabela's Was the Seller

As an alternative argument for affirmance of the summary judgment, Cabela's has asserted that Lang did not submit substantial

evidence that Cabela's sold the tree stand to him.[5] As the summary-judgment movant, Cabela's sought to meet its burden of showing that it was not the seller by presenting an affidavit of an analytics manager for the parent company of Cabela's. The manager had reviewed records of all purchases Lang had made with his Cabela's credit card since September 4, 1999, and found no record of Lang purchasing a tree stand. In response, Lang presented his own deposition testimony that he was certain he had ordered the tree stand from Cabela's. His testimony was substantial evidence that Cabela's was the seller. See Galloway v. Ozark Striping, Inc., 26 So. 3d 413, 424-25 (Ala. Civ. App. 2009) (holding that deponent's testimony that he saw no road-construction warning signs in construction zone was substantial evidence that no signs were present, even though Alabama Department of Transportation records indicated that signs were placed). Because there was a genuine issue of material fact concerning whether Cabela's sold the tree stand, this alternative argument by Cabela's does not furnish a basis for affirming the summary judgment.

[5]This argument does not appear in the brief filed by Cabela's, but Cabela's raised it in its summary-judgment motion, and it was mentioned at oral argument before this Court.

IV. Conclusion

Lang brought his product-liability claims against Cabela's both as a seller under the innocent-seller act, § 6-5-521(b)-(d), Ala. Code 1975, and as a designer and manufacturer. Although Cabela's sought to be dismissed as a seller under the procedure provided in subsection (d) of the act, Cabela's did not satisfy the requirements of that procedure that were expressly set forth by the Legislature. Thus, we reverse the summary judgment as to the claims against Cabela's as a seller. However, Lang's claims against Cabela's as a designer and manufacturer were not supported by any evidence. Therefore, we affirm the summary judgment as to those claims. We remand for further proceedings consistent with this opinion.

AFFIRMED IN PART; REVERSED IN PART; AND REMANDED.

Wise, Bryan, Stewart, and Mitchell, JJ., concur.

Shaw, J., concurs in part and dissents in part, with opinion.

Sellers, J., concurs in part and dissents in part, with opinion, which Bolin, J., joins.

Mendheim, J., concurs in the result.

SHAW, Justice (concurring in part and dissenting in part).

I would affirm the trial court's summary judgment in favor of Cabela's Wholesale, LLC, and I concur in the main opinion to the extent that it does so. To the extent that the main opinion reverses that summary judgment, I respectfully dissent.

SELLERS, Justice (concurring in part and dissenting in part).

This appeal involves a product-liability action, commenced pursuant to § 6-5-521(b)-(d), Ala. Code 1975, commonly known as the innocent-seller act ("the act"), the purpose of which is to immunize innocent sellers who are merely conduits for a product. The main opinion, in relevant part, interprets the act to determine whether Cabela's Wholesale, LLC, an alleged seller of a defective tree stand, complied with the notice requirements of subsection (d), thus triggering a duty on the part of the plaintiff, Larry Lang, to dismiss Cabela's from his product-liability action. I concur in the main opinion insofar as it affirms the summary judgment in favor of Cabela's on the basis that Lang failed to demonstrate that Cabela's was more than a mere conduit for the defective tree stand at issue. I dissent from the main opinion insofar as it reverses the summary judgment for Cabela's on the basis that Cabela's failed to comply with the notice requirements of subsection (d) of the act.

The first part of subsection (d) contains permissive language; it provides that when a plaintiff commences a product-liability action against a seller of an allegedly defective product, the seller, "upon answering or otherwise pleading, may file an affidavit certifying the

correct identity of the manufacturer" of the product. (Emphasis added.) The second part of subsection (d) then provides that, "[o]nce the [plaintiff] has received an affidavit [certifying the correct identity of the manufacturer], the [plaintiff] shall exercise due diligence" relating to the dismissal of the seller from the action. In interpreting the first part of subsection (d), the main opinion employs a strict-compliance standard that, in my opinion, is not warranted under the facts presented. In this instance, strictly construing subsection (d) without regard to the purpose and intent of the act turns the law on its head by potentially imposing liability on a clearly innocent seller without regard to the totality of the evidence and the undisputed facts. Specifically, the main opinion holds that Cabela's did not comply with subsection (d) because Cabela's did not "file the requisite affidavit contemporaneously with or promptly after its responsive pleading." ___ So. 3d at ___. It is logical to assume that a seller may not always know the identity of the product manufacturer at the time it files an answer or initial pleading. This is exactly what occurred here. In November 2018, Lang commenced this action, alleging that Cabela's had designed, manufactured, or sold a defective tree stand. With his complaint, Lang submitted an affidavit asserting that he was

unable to identify the manufacturer of the product and requesting that Cabela's identify the manufacturer. After answering the complaint, Cabela's worked with Lang to set up an inspection of the tree stand and, additionally, retained two experts to help identify its manufacturer. On April 15, 2019, those experts inspected the tree stand, concluding that it had been manufactured by "StrongBuilt"; Lang's attorneys were present at that inspection. On April 26, 2019, Cabela's served Lang with interrogatory responses, verified under oath and notarized, attesting that the tree stand had been manufactured by StrongBuilt. Despite receiving formal notice of the identity of the manufacturer, Lang refused to take any action under the act to dismiss Cabela's as a defendant. I submit that the interrogatory responses served upon Lang, which included a notarized verification, attesting to the identity of the manufacturer of the tree stand, served the same purpose as filing an affidavit certifying the identity of the manufacturer of the tree stand; thus, there was substantial compliance with the requirements of subsection (d). Black's Law Dictionary 71 (11th ed. 2019) defines "affidavit" as "[a] voluntary declaration of facts written down and sworn to by a declarant, usu[ally] before an officer authorized to administer oaths." The purpose of an

affidavit under subsection (d) is to certify, i.e., to validate, "the correct identity of the manufacturer. " The interrogatory responses in this case included a verification, which ensures that the responding party is affirming, under oath, the truthfulness and validity of its responses. See Black's Law Dictionary 1873 (11th ed. 2019) (defining "verification" as "[a] formal declaration made in the presence of an authorized officer, such as a notary public, … whereby one swears to the truth of the statements in the document"). As indicated, the overall purpose of the act is to immunize innocent sellers who are merely conduits for a product; thus, the act should be read in a light most favorable to the seller. In this case, a showing of general compliance with the purpose of the act has been demonstrated. Moreover, there is nothing in § 6-5-521(d) implicating jurisdiction; nor does application of the substantial-compliance standard under the facts prejudice Lang in any way. See Pittman v. Pittman, 419 So. 2d 1376, 1379 (Ala. 1992) ("Substantial compliance means compliance which substantially, essentially, in the main, for the most part, satisfies the means of accomplishing the objectives sought to be effected … and at the same time does complete equity. ... What constitutes substantial compliance is a matter dependent upon the particular facts of each case,

none ever quite a clone of any other."). Accordingly, I would affirm the summary judgment in favor of Cabela's on the basis that Cabela's substantially complied with the notice requirements of subsection (d), thus triggering Lang's duty under that subsection relating to the dismissal of Cabela's, as a seller, from the product-liability action.

Bolin, J., concurs.