

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
INDIANA

Hangxiao Che, et al. v. MOR RYDE International, Inc., et al.

Che · No. 3:21-CV-554-CCB-SJF · Decided March 17, 2026

SUMMARY

The United States District Court for the Northern District of Indiana grants CoachWest Luxury & Professional Motorcars, Inc.’s motion for summary judgment in a products-liability action arising from a tour bus accident. Applying Indiana choice-of-law principles, the court holds that Indiana law governs and rejects the plaintiffs’ claims for strict liability and breach of implied warranty against CoachWest, a nonmanufacturer seller. The court also concludes that the claims are not barred by the statute of limitations because their addition of CoachWest relates back under Federal Rule of Civil Procedure 15(c).

CASE DETAILS

COURT	United States District Court for the Northern District of Indiana
WRITING FOR THE COURT	Cristal C. Brisco
JURISDICTION	United States District Court for the Northern District of Indiana
DECIDED	March 17, 2026
DOCKET	3:21-CV-554-CCB-SJF
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiffs opposed CoachWest's motion for summary judgment in a diversity products-liability action. CoachWest also moved for a determination of governing law. The district court granted summary judgment for CoachWest, denied the governing-law motion as moot, and directed the Clerk to close the case.
STANDARD OF REVIEW	Summary judgment is proper when there is no genuine dispute of material fact and the movant is entitled to judgment as a matter of law. The court viewed the evidence and drew reasonable inferences in favor of the nonmovants, but required Plaintiffs to present evidence supporting each element on which they would bear the burden at trial.
PRECEDENTIAL VALUE	unpublished district court opinion

PARTIES

Hangxiao Che, et al. v. CoachWest Luxury & Professional Motorcars, Inc., MOR RYDE International, Inc., et al.

TOPICS

products liability

summary judgment

negligence

wrongful death

civil procedure

PRACTICE AREAS

products liability

negligence

wrongful death

civil procedure

commercial litigation

QUESTIONS PRESENTED

1. Whether Indiana or California substantive law governed Plaintiffs' claims against CoachWest.
2. Whether Plaintiffs' claims were barred by the Indiana Product Liability Act's two-year limitations period or related back under Federal Rule of Civil Procedure 15(c).
3. Whether an Indiana strict-liability claim could be maintained against CoachWest, a seller that did not manufacture the allegedly defective bus.
4. Whether a standalone breach-of-implied-warranty claim was available under the Indiana Product Liability Act.
5. Whether CoachWest owed a duty concerning the bus's design or had a duty to provide warnings beyond those supplied by the manufacturer.
6. Whether Plaintiffs could maintain wrongful-death claims without appointment of a qualifying personal representative within the time required by Indiana law.

HOLDINGS

1. Indiana substantive law governs Plaintiffs' claims against CoachWest because Indiana has the more significant relationship to the action, particularly where the alleged defective design and manufacture occurred in Indiana.
2. Plaintiffs' claims against CoachWest were not barred by the Indiana Product Liability Act's two-year limitations period because the addition of CoachWest related back to the original pleading under Federal Rule of Civil Procedure 15(c).
3. Plaintiffs could not maintain their strict-liability claim against CoachWest because Indiana law bars a strict-liability product-liability action against a seller that is not the manufacturer of the product or allegedly defective part.
4. Plaintiffs' standalone breach-of-implied-warranty claim was unavailable under the Indiana Product Liability Act and failed as a matter of law.
5. CoachWest was entitled to summary judgment on Plaintiffs' design-negligence theory because it did not design the bus and therefore owed no duty to exercise reasonable care in its design.
6. CoachWest was entitled to summary judgment on Plaintiffs' failure-to-warn theory because it passed along the manufacturer's Owner's Manual, Plaintiffs supplied no evidence of a superior warning, and

CoachWest had no additional duty to warn of an obvious risk or beyond an adequate manufacturer warning.

7. Plaintiffs' wrongful-death claims failed because Indiana law governed, no qualifying personal representative had been appointed within the statutory period, and the submitted Chinese inheritance document established heirship but not appointment as a personal representative. The claims also failed because the underlying IPLA claims had been resolved against Plaintiffs.

KEY QUOTATIONS

“a product liability action based on the doctrine of strict liability in tort may not be commenced or maintained against a seller of a product that is alleged to contain or possess a defective condition unreasonably dangerous to the user or consumer unless the seller is a manufacturer of the product or of the part of the product alleged to be defective.” (Ind. Code § 34-20-2-3)

“When the death of one is caused by the wrongful act or omission of another, the personal representative of the former may maintain an action” (Ind. Code § 34-23-1-1)

FACTUAL BACKGROUND

A tour bus crashed in Utah on September 20, 2019, allegedly injuring and killing Plaintiffs. DTNA built the chassis in Indiana, MOR/Ryde configured it for tour-bus use, and Indiana-based SVO completed the bus and controlled the chassis specifications, including whether electronic stability control was included. CoachWest purchased the completed bus from SVO and sold it at retail in California; it did not design or manufacture the bus and passed the manufacturer's Owner's Manual to the purchaser. The purchaser testified that she did not know electronic stability control was available and would have wanted it, but Plaintiffs offered no evidence identifying a legally sufficient alternative warning or showing that CoachWest designed the bus.

PROCEDURAL HISTORY

The action arose from a September 2019 tour bus accident in Utah. The case was transferred to the Northern District of Indiana after the parties stipulated that the original California forum could not exercise personal jurisdiction over DTNA. Plaintiffs later added CoachWest in a second amended complaint filed May 30, 2023. The court had previously ruled that Indiana substantive law governed the action, and in this order applied that ruling to CoachWest, rejected the claims against CoachWest on the merits, and resolved the wrongful-death claims in CoachWest's favor.

DISPOSITION

other

CASES CITED

- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986)
- Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 587 (1986)
- Heft v. Moore, 351 F.3d 278, 282 (7th Cir. 2003)

- *Waldridge v. Am. Hoechst Corp.*, 24 F.3d 918, 920 (7th Cir. 1994)
- *Nelson v. Napolitano*, 657 F.3d 586, 590 (7th Cir. 2011)
- *United States v. Beavers*, 756 F.3d 1044, 1059 (7th Cir. 2014)
- *Robin v. Espo Eng'g Corp.*, 200 F.3d 1081, 1088 (7th Cir. 2000)
- *Ortiz v. Werner Enters., Inc.*, 834 F.3d 760 (7th Cir. 2016)
- *Hammel v. Eau Galle Cheese Factory*, 407 F.3d 852, 859 (7th Cir. 2005)
- *Goodman v. Nat'l Sec. Agency, Inc.*, 621 F.3d 651, 654 (7th Cir. 2010)
- *Van Dusen v. Barrack*, 376 U.S. 612, 616 (1964)
- *Gonzalez v. Volvo of Am. Corp.*, 734 F.2d 1221, 1223–24 (7th Cir. 1984)
- *Tanner v. Jupiter Realty Corp.*, 433 F.3d 913, 915 (7th Cir. 2006)
- *Hubbard Mfg. Co. v. Greeson*, 515 N.E.2d 1071, 1073–74 (Ind. 1987)
- *Simon v. United States*, 805 N.E.2d 798, 801–07 (Ind. 2004)
- *TRW Vehicle Safety Sys., Inc. v. Moore*, 936 N.E.2d 201, 209 (Ind. 2010)
- *Barker v. Lull Eng'g Co.*, 573 P.2d 443, 446 (Cal. 1978)
- *Jean v. Dugan*, 20 F.3d 255, 261 (7th Cir. 1994)
- *Krupski v. Costa Crociere S.p.A.*, 560 U.S. 538, 549–50 (2010)
- *Atkinson v. P&G-Clairol, Inc.*, 813 F. Supp. 2d 1021, 1023–24 (N.D. Ind. 2011)
- *Brewer v. PACCAR, Inc.*, 124 N.E.3d 616, 621 (Ind. 2019)
- *Timm v. Goodyear Dunlop Tires N. Am. Ltd.*, 309 F. Supp. 3d 595, 599, 602 (N.D. Ind. 2018)
- *Henderson v. Freightliner, LLC*, No. 1:02 C 1301 (S.D. Ind. Mar. 24, 2005)
- *Nat. Gas Odorizing, Inc. v. Downs*, 685 N.E.2d 155, 161–62 (Ind. Ct. App. 1997)
- *Ford Motor Co. v. Rushford*, 868 N.E.2d 806, 810–11 (Ind. 2007)
- *American Optical Co. v. Weidenhamer*, 457 N.E.2d 181, 187 (Ind. 1983)
- *Morgen v. Ford Motor Co.*, 797 N.E.2d 1146, 1152 (Ind. 2003)
- *Nissen Trampoline Co. v. Terre Haute First Nat'l Bank*, 358 N.E.2d 974, 978 (Ind. 1976)
- *Robertson v. Gene B. Glick Co.*, 960 N.E.2d 179, 184 (Ind. Ct. App. 2011)
- *Blusy v. Rugh*, 476 N.E.2d 874, 877 (Ind. Ct. App. 1985)
- *Cote v. Wadel*, 796 F.2d 981, 985 (7th Cir. 1986)
- *Spoonamore v. Armstrong World Inds., Inc.*, 105 F. Supp. 2d 922, 927 (S.D. Ind. 1999)