

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
INDIANA, SOUTH BEND DIVISION

Zhiguang Yao, et al. v. Mor Ryde International, Inc., et al.

Yao v. Mor Ryde · No. 3:21-CV-784-CCB-SJF · Decided March 16, 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 determines that Indiana law governs and concludes that Plaintiffs’ strict-liability and implied-warranty claims are unavailable against CoachWest, a nonmanufacturer. The court also finds that CoachWest had no duty regarding bus design and no additional duty to warn under the circumstances presented.

CASE DETAILS

COURT	United States District Court for the Northern District of Indiana, South Bend Division
WRITING FOR THE COURT	Cristal C. Brisco
JURISDICTION	United States District Court for the Northern District of Indiana, South Bend Division
DECIDED	March 16, 2026
DOCKET	3:21-CV-784-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 appropriate when the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The court construes the record and reasonable inferences in favor of the nonmovant, but the nonmovant must present sufficient evidence supporting each element on which it bears the burden at trial.

PRECEDENTIAL VALUE	Unknown; unpublished district court opinion with no reporter or neutral citation identified.
PARTIES	Zhiguang Yao, et al. v. Mor Ryde International, Inc., et al., CoachWest Luxury & Professional Motorcars, Inc.

TOPICS

products liability summary judgment negligence wrongful death civil procedure

PRACTICE AREAS

products liability torts civil procedure wrongful death

QUESTIONS PRESENTED

1. Whether Indiana or California substantive law governed Plaintiffs' claims against CoachWest.
2. Whether CoachWest was entitled to summary judgment on Plaintiffs' strict-liability claim because CoachWest was not the manufacturer of the tour bus.
3. Whether Plaintiffs' standalone breach-of-implied-warranty claim was available under the Indiana Product Liability Act.
4. Whether CoachWest owed a duty concerning the design of the tour bus when it did not design or manufacture the bus.
5. Whether CoachWest owed an additional duty to warn about the absence of electronic stability control when it passed along the manufacturer's owner's manual.
6. Whether Plaintiffs could maintain a wrongful-death claim under Indiana law without opening an estate or appointing a personal representative within the applicable two-year period.
7. Whether the motion for a determination of governing law was moot after the court determined the governing law in the summary-judgment order.

HOLDINGS

1. Indiana substantive law governs Plaintiffs' claims against CoachWest because Indiana has the most significant relationship to the action, particularly because the alleged defective design and manufacturing occurred principally in Indiana.
2. A strict product-liability claim could not proceed against CoachWest because Indiana law bars such a claim against a seller that is not the manufacturer of the product or allegedly defective part.
3. Plaintiffs' standalone breach-of-implied-warranty claim was unavailable under the Indiana Product Liability Act and failed as a matter of law.
4. CoachWest had no duty to exercise reasonable care in designing the tour bus because the undisputed evidence showed that CoachWest did not design or assemble the bus and did not decide whether electronic stability control would be included.

5. CoachWest was entitled to summary judgment on Plaintiffs' failure-to-warn claim because it passed the manufacturer's owner's manual to the purchaser, the manual addressed electronic stability control and its optional availability, and Plaintiffs provided no evidence identifying a superior warning or method of conveying it.
6. Plaintiffs' wrongful-death claim failed because Indiana law governed, no estate had been opened and no personal representative had been appointed within the Indiana Wrongful Death Act's two-year period, and Plaintiffs had no remaining viable theory of liability supporting wrongful-death recovery.

KEY QUOTATIONS

"Because Indiana is the gravitational center of this case, this factor cuts in favor of applying Indiana law."
(Section III.a)

"As she received the Owner's Manual, CoachWest was able to reasonably assume that she would read and heed it." (Section III.b.ii.2)

"For these reasons, CoachWest's motion for summary judgment, (ECF 190), is GRANTED, and its motion for a determination of the governing law, (ECF 214), is DENIED AS MOOT." (Section IV)

FACTUAL BACKGROUND

A tour bus crashed in Utah on September 20, 2019, allegedly injuring and killing Plaintiffs. Daimler built the chassis in Indiana, MOR/Ryde configured the chassis, and SVO Group, an Indiana company, completed the bus and sold it to CoachWest, a California retail seller. SVO made the decisions concerning chassis equipment, including whether to include electronic stability control, and provided the owner's manual and sales materials that CoachWest passed to the purchaser. CoachWest did not design or manufacture the bus and provided the purchaser with the manufacturer's owner's manual.

PROCEDURAL HISTORY

The action arose from a September 20, 2019 tour-bus accident in Utah and was transferred to the Northern District of Indiana after the parties stipulated that the original California forum could not exercise personal jurisdiction over Daimler Trucks North America LLC. The court had previously determined that Indiana substantive law applied to the action, but separately addressed its application to CoachWest. After considering the choice-of-law issue and the evidence submitted on summary judgment, the court resolved all claims against CoachWest and closed the case because no defendants remained.

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), superseded on other grounds, 752 F.2d 295 (7th Cir. 1985)
- *Tanner v. Jupiter Realty Corp.*, 433 F.3d 913, 915 (7th Cir. 2005)
- *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)
- *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)
- *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)

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