

California Supreme Court Confirms that a Defendant Cannot be Held Strictly Liable for Another Manufacturer's Product

January 12, 2012

In 2008, Ed Slaughter won a directed verdict in *O'Neil v. Crane Co.* for the firm's client along with three co-defendants, all of whom manufactured equipment used aboard World War II-era Navy vessels. HPTY prevailed, arguing that there was no evidence Plaintiff had been exposed to any asbestos from the repair or maintenance of any equipment manufactured, sold, or supplied by the firm's client and that the client could not be held liable for allegedly associated products such as thermal insulation that were affixed to the equipment by others after the equipment was delivered. The trial court granted the directed verdict motion, which was written by Jason Irvin and argued by Slaughter.

On appeal, Plaintiff's counsel argued that the firm's client should be held strictly liable, not only for the product it manufactured, but also for defects in third-party products which were later allegedly used in conjunction with its own equipment. The Court of Appeals agreed, essentially holding that there was no limit to a product manufacturer's potential liability for products supplied by others in California.

The California Supreme Court reversed the Court of Appeals in a landmark decision rendered on January 12, 2012, writing that Plaintiff's arguments, if accepted, "would represent an unprecedented expansion of strict products liability" and "lead to absurd results." Affirming the trial court's ruling which dismissed HPTY's client, the Supreme Court held definitively that "a product manufacturer generally may not be held strictly liable for harm caused by another manufacturer's product," regardless of whether that harm was foreseeable.

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