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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION TWO

SUSAN GUNAIAN et al., Plaintiffs and Appellants, v. MAGNA SEATING OF AMERICA, INC., et al., Defendants and Respondents.	B348071 (Los Angeles County Super. Ct. No. 21STCV02112)

APPEAL from a judgment of the Superior Court of Los Angeles County, Melvin D. Sandvig, Judge. Reversed with directions.

Singleton Schreiber, Benjamin I. Siminou; Mardirossian Akaragian, Armen Akaragian and Adam Feit for Plaintiffs and Appellants.

Palmieri, Tyler, Wiener, Wilhelm & Waldron, Douglas W. Robinson, Kevin Castellanos and Alexandra N. Ardi for Defendants and Respondents.

Appellant Susan Gunaian was paralyzed in a car accident while driving a General Motors (GM) vehicle. Her lawsuit alleges that respondents Magna Seating of America, Inc. (MSA) and Magna Seating, Inc. (MSI) (collectively, Magna) supplied GM with a driver's seat that did not protect her spine.[1] The trial court granted respondents' motion for summary judgment.

The record shows Magna designs car seat foam and trim, manufactures these products, and uses them to fabricate car seats it supplies to GM. Gunaian's experts opined that Magna's seats are defective and caused her injury. Assembling a defective product and placing it in the stream of commerce is a sufficient showing in a strict liability case. Magna cannot avoid liability by claiming it merely followed GM's specifications. We reverse the judgment and remand the case for further proceedings.

FACTS

While driving a Chevrolet Equinox on Interstate 5 on October 11, 2019, Gunaian was rear-ended by another motorist. Gunaian's seat reclined on impact and her spine struck a rear passenger's knees. She was paralyzed by the injury.

The Equinox is assembled by GM. The front seats consist of a frame; cushion; tracks anchoring the seat to the vehicle; an adjuster to move the seat forward and back; and a seat recliner. The frame, tracks, adjuster, recliner and restraint system are not made by Magna. MSI manufactures seat foam and trim that it combines with other components to fabricate a completed seat.

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[1] The lawsuit also names GM, a car dealership, and the motorist who struck Gunaian. They are not parties to this appeal.

Magna's collision analysis engineer Gregory Stephens has analyzed over 2,500 auto accidents and published on auto safety, including seat systems. He inspected the intact seat in Gunaian's car and saw no irregularity or failure of the seat foam. At a second examination, the seat was deconstructed by mutual agreement of the parties; the foam was removed, inspected, assessed and measured. Stephens found no deformity or failure of the foam, which complied with federal safety and industry standards, with good overall performance and energy absorbing characteristics. He concluded, "the benefits of the Seat Foam, in association with the overall Subject Seat structure, outweigh any risks."

Jeffrey Corkins, chief engineer at MSA, declared that MSI manufactures seat foam and trim for seat backs and cushions. MSI's product—along with other seat components from various vendors—is assembled into a seat using GM's design, material specifications, and performance needs. GM gave Magna no authority to modify or deviate from its design or specifications. Corkins reviewed photos of the seat and saw no defects.

GM senior technical expert Robert Smith testified that Magna assembles and supplies completed seats using GM's design, material, and performance requirements. GM installs Magna's seats during final assembly. He said, "[S]eat . . . specifications are done by General Motors" and "Magna was not involved in that." Suppliers cannot alter designs. GM is responsible for the entire vehicle and "It would be impossible to engineer a vehicle if . . . suppliers were making changes." GM must approve any deviation from specifications.

According to Smith, GM does not dictate how MSA makes seat foam, but it must "meet, in its final manufactured form, the

material specifications and performance requirements set forth by General Motors." This includes durability and density requirements. Magna "would have worked to [GM's] design and material specifications, and then what I call the final geometry of the foam and trim that we wanted . . . would be what does General Motors want the seat to look like when it's all put together. They would have had to work to that geometry." "[T]he final decision of how much [foam] needs to be in there to make the finished appearance appear what we want would be at the discretion of the supplier," though Magna's discretion is "not unbounded."

Gunaian's responses to interrogatories were vague. She identified "the occupant restraint system, including the seat" as defective. Asked what component supplied or manufactured by Magna failed to perform safely, she replied, "[D]uring a foreseeable vehicular collision the seat should not fail and the occupant restraint system should properly protect the occupant using it." Gunaian shed no further light on the basis for her claims in subsequent discovery answers.

Gunaian's automotive expert Steven Meyer explained that the front seat reclines in a rear impact to "ride down" the force of the crash. The frame center is open, to allow the occupant to " 'pocket' " into it to avoid "ramping up and out of the seat towards the rear compartment." As designed, "[T]he driver's seat was allowed to recline sufficiently rearward such that the rear of the seat back would have made contact with and interacted with the second-row occupant's legs." And "without an effective barrier or countermeasure preventing or protecting the open perimeter frame from the rear seat occupant's knees, the rear

seat occupant's knees would be allowed to intrude into the pocket" and injure the driver's back and spine.

Meyer concluded, "[I]njury risks are entirely foreseeable and without sufficient design countermeasures to prevent such interaction and intrusion of the rear seat occupant's lower extremities and knees, the driver's seat is unreasonably dangerous and, therefore, defective relative to rear impact crash protection. The rear of the front 'yielding' seat at the open perimeter frame is covered only by thin fabric which is insufficient to prevent the dangerous intrusion of the rear seat occupant's knees into the back of the seat that is designed purposefully and intentionally to deform/collapse rearward in recline during the rear impact crash."

Engineering expert Mariusz Ziejewski stated that Gunaian suffered injury when her seatback reclined into the knees of her rear passenger. He opined that the injury was caused by the seat's open perimeter frame: it placed a concentrated load on her back and spine, which hyperextended and resulted in paralysis.

PROCEDURAL HISTORY

Gunaian sued GM and the dealership that sold her the Equinox. She asserted causes of action for strict liability and negligence, alleging that the defendants manufactured or sold a defective car. She also sued the driver who caused the accident. Two years later, she amended the pleading to name respondents as Doe defendants. Her spouse, Ararat Issayan, sued for loss of consortium. Magna answered and denied the allegations.

Magna sought summary judgment, claiming the seat did not cause Gunaian's injury and was built to GM's specifications. In discovery, she stated that the occupant restraint system was defective. However, Magna does not manufacture restraint

systems and no evidence showed the seat foam was defective or caused injuries.

Gunaian argued in opposition that she made a prima facie showing that the driver's seat is defectively designed and caused or contributed to her injury. Magna offered only conclusory statements that the seat complied with unspecified industry standards and GM's specifications. She asserted that Magna "should have eliminated the risk in the open center seatback design" and failed to show why it did not do so.

Magna replied that Gunaian offered no evidence that the seat foam and trim were defective or caused her injuries, only that the seat design was defective. Her experts did not mention Magna or the seat foam. As a component supplier, Magna is not liable for injuries caused by an end-product it did not design.

The Trial Court's Ruling

The court summarily adjudicated Gunaian's claims. It wrote that Gunaian's experts did not identify defects in Magna's seat foam. Magna's expert stated that the foam complied with motor vehicle safety standards and the seat was assembled in accordance with GM's specifications. GM's Smith confirmed that GM sets the specifications and performance requirements for foam and must approve any deviations. GM was responsible for the design of Gunaian's car, not Magna. The court entered judgment for respondents.

DISCUSSION

1. Appeal and Standard of Review

The judgment is appealable. (Code Civ. Proc., §§ 437c, subd. (m)(1), 904.1., subd. (a)(1).) Summary judgment must be granted if no triable issue of material fact exists and the moving party is entitled to judgment as a matter of law. (*Id.*, § 437c,

subd. (c).) The procedure enables courts "to cut through the parties' pleadings" to determine if trial is necessary. (*Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 843 (*Aguilar*).)

We independently examine the record to determine if triable issues exist. (*Johnson v. American Standard, Inc.* (2008) 43 Cal.4th 56, 64.) "Evidence presented in opposition to summary judgment is liberally construed, with any doubts about the evidence resolved in favor of the party opposing the motion." (*Regents of University of California v. Superior Court* (2018) 4 Cal.5th 607, 618.)

2. Liability for a Design Defect

a. Theories of Recovery

"[M]anufacturers are not insurers of their products;" they are liable "only when 'defects' in their products cause injury." (*Soule v. General Motors Corp.* (1994) 8 Cal.4th 548, 568, fn. 5 (*Soule*); *Harcourt v. Tesla, Inc.* (2026) 119 Cal.App.5th 838, 846 (*Harcourt*).) "A manufacturer, distributor, or retailer is liable in tort if a defect in the manufacture or design of its product causes injury while the product is being used in a reasonably foreseeable way. [Citations.] Because traffic accidents are foreseeable, vehicle manufacturers must consider collision safety when they design and build their products. Thus, whatever the cause of an accident, a vehicle's producer is liable for specific collision injuries that would not have occurred but for a manufacturing or design defect in the vehicle." (*Soule,* at p. 560.) "Whether alleged as a strict liability claim or a negligence claim, a plaintiff must first establish the existence of a defective design." (*Demara v. The Raymond Corp.* (2017) 13 Cal.App.5th 545, 557 (*Demara*).)

Two theories underlie design defect claims. First, the plaintiff may show a product failed to perform as safely as an

ordinary consumer would expect when used in an intended or foreseeable manner (the consumer expectations test). Second, a design is defective if risk inherent in the design outweighs its benefit (the risk-benefit test). The focus is on the product, not on the defendant's conduct. (*Kim v. Toyota Motor Corp.* (2018) 6 Cal.5th 21, 30.)

The consumer expectations test applies if there is (1) no common safety device in a common circumstance or (2) "an extreme product failure or malfunction." (*Harcourt, supra,* 119 Cal.App.5th at pp. 847–848.)[2] The theory is used when "the *everyday experience* of the product's users permits a conclusion that the product's design violated *minimum* safety assumptions, and is thus defective *regardless of expert opinion about the merits of the design*." (*Soule, supra,* 8 Cal.4th at p. 567; *Ortiz v. Daimler Truck North America LLC* (2025) 112 Cal.App.5th 608, 619.)

Under the risk-benefit test, the plaintiff must demonstrate that the product's design proximately caused injury. If this burden is met, the defendant must show that, on balance, the benefit of the design outweighs the risk inherent in the design. (*Harcourt, supra,* 119 Cal.App.5th at p. 850.)

b. The Consumer Expectations Test Does Not Apply

Gunaian contends that the consumer-expectation test applies, citing *Romine v. Johnson Controls, Inc.* (2014) 224 Cal.App.4th 990 (*Romine*). It states, "Consumers have expectations about whether a vehicle's driver's seat will collapse

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[2] An extreme defect is a car exploding while idling at a stoplight; having sudden steering or brake failure as it leaves the dealership; or rolling over and catching fire in a two-mile-per-hour collision. (*Soule, supra,* 8 Cal.4th at p. 566, fn. 3.)

rearward in a rear-end collision, regardless of the speed of the collision." (*Id.* at p. 1004.)

The consumer expectations test is "not appropriate where, as a matter of law, the evidence would not support a jury verdict on that theory." (*Soule, supra,* 8 Cal.4th at p. 568.) That is the case here. "Plaintiff's theory of design defect was one of technical and mechanical detail. It sought to examine the precise behavior of several obscure components of her car under the complex circumstances of a particular accident." (*Id.* at p. 570.) "[T]he ordinary consumer of an automobile simply has 'no idea' how it should perform in all foreseeable situations, or how safe it should be made against all foreseeable hazards." (*Id.* at p. 567.)

Gunaian's claim does not implicate seat movement alone. It concerns frame design, placement of foam, absence of an adequate seat back barrier, seat assembly and crashworthiness. Expert declarations demonstrate that case presents complex technical issues. Ziejewski cited the seat's "open perimeter frame design" as a defect. Meyer also pointed to the frame, which "was allowed to recline sufficiently rearward" that it contacted a passenger's legs without an "effective barrier or countermeasure." They did not specify if the defect could be cured by more padding, or by a seat back made of rigid material, or by a seat that did not fully recline. If Gunaian's seat was assembled with deficient material, reclined too far, or was affected by a rear passenger, these are not issues within the everyday experience of consumers and require expert opinion.

A jury would not know intuitively if car seats should or should not have open perimeter frames, external barriers or internal countermeasures, or be limited in rearward trajectory when a vehicle is hit from behind. "[T]his determination involves

technical issues of feasibility, cost, practicality, risk, and benefit [citation] which are 'impossible' to avoid [citation]. In such cases, the jury *must* consider the manufacturer's evidence of competing design considerations [citation], and the issue of design defect cannot fairly be resolved by standardless reference to the 'expectations' of an 'ordinary consumer.' " (*Soule, supra,* 8 Cal.4th at p. 567.) The consumer expectations test does not apply to the facts in this case because expert witnesses are needed. (*Ibid.*)

This case is distinguishable from *Demara, supra,* 13 Cal.App.5th 545, in which the defendant designed and manufactured a forklift that crushed the plaintiff's foot. (*Id.* at p. 550.) Jurors could use their own judgment to decide whether the forklift was defective because it should have had visible warning lights and wheel guards to alert and protect bystanders. (*Id.* at pp. 561–562.)

c. Strict Product Liability Rules

Magna offered no proof that the Equinox seat is free of defects. Instead, it focused on its lack of control over GM's seat specifications and lack of discretion to change the design. Its focus is misplaced in the context of a strict liability claim.

"If one is part of the overall production and marketing enterprise, he may not escape liability by arguing he had no control over the cause of the defect. To hold otherwise would shift the focus from the product itself to an individual defendant's conduct. 'California has utilized the enterprise stream of commerce liability concept in the strict liability field without regard for the individual defendant's control over the cause of defect in the product, although such control, if it exists, would

remain a significant factor.' " (*Fortman v. Hemco, Inc.* (1989) 211 Cal.App.3d 241, 252.)

"Design defects appear in products that, although properly manufactured, are dangerous because they lack a critical feature needed to ensure safe use." (*Webb v. Special Electric Co., Inc.* (2016) 63 Cal.4th 167, 180.) "A manufacturer is strictly liable in tort when an article he places on the market, knowing that it is to be used without inspection for defects, proves to have a defect that causes injury to a human being." (*Greenman v. Yuba Power Products, Inc.* (1963) 59 Cal.2d 57, 62.) Strict liability falls "on all parties who have mutually participated, in a dependent, interrelated way, in designing, assembling, and marketing the offending product." (*Gehl Brothers Manufacturing Co. v. Superior Court* (1986) 183 Cal.App.3d 178, 186.)

"It is the defendant's participatory connection, for his personal profit or other benefit, with the injury-producing product and with the enterprise that created consumer demand for and reliance upon the product . . . which calls for imposition of strict liability." (*Kasel v. Remington Arms Co*. (1972) 24 Cal.App.3d 711, 725.) Liability attaches even if a defendant has no control "over the manner in which the product was designed or manufactured." (*Bay Summit Community Assn. v. Shell Oil Co.* (1996) 51 Cal.App.4th 762, 774; *Gonzalez v. Autoliv ASP, Inc.* (2007) 154 Cal.App.4th 780, 785–787 [airbag maker claimed it followed the specifications of Ford Motor Company and did not install the airbag in cars]; *Vandermark v. Ford Motor Co.* (1964) 61 Cal.2d 256, 261 [strict liability "encompasses defects regardless of their source" and applies to retailers who sell defective goods made by others].) "[E]very supplier . . . from manufacturer to retailer, is potentially liable" but can seek

indemnity from other culpable defendants. (*Edwards v. A.L. Lease & Co.* (1996) 46 Cal.App.4th 1029, 1033–1034.)

d. Magna Did Not Carry Its Burden of Proof

Magna claims it "did not manufacture" the Equinox seat. It is mistaken. It did, in fact, manufacture the seat by taking various components (frame, foam, trim) and fashioning them into a completed seat.[3] As a seat supplier, Magna is a major participant in bringing the Equinox to market.

Magna's experts declared, at most, that the seat foam and trim are defect-free. Magna disavowed responsibility for designing the seat and blamed GM. This is not enough to sustain summary judgment in a product liability case. GM's Smith testified that "the final decision of how much [foam] needs to be in [the seat] . . . would be at the discretion of the supplier." This suggests that Magna may be directly responsible for the lack of foam in the center of the seat.

MSA's Corkins looked at post-accident photos and said, without elaboration, that based on his "familiarity with MSI's manufacturing quality control procedures . . . the Subject Seat was not defective in manufacture or design." There is no showing that Corkins is an expert in design safety. His familiarity with seat foam quality control does not mean the seat performs safely in a collision. Neither Corkins nor Stephens addressed technical

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[3] State statutes define a manufacturer as one who manufactures, assembles or produces goods. (Civ. Code, § 1791, subd. (j).) " 'To manufacture' means to make, process . . . finish in whole or in part, or to assemble . . . any articles or materials." (Lab. Code, § 2650, subd. (a); see *Gund v. County of Trinity* (2018) 24 Cal.App.5th 185, 196 [courts may use interpretations of similar words in state statutes].)

issues within the manufacturer's knowledge such as the danger posed by the design and the feasibility and cost of safer alternative designs. (*Barker v. Lull Engineering Co.* (1978) 20 Cal.3d 413, 431.) Without a risk-benefit showing, Magna's motion for summary judgment cannot be granted. (*Ibid.; Demara, supra,* 13 Cal.App.5th at pp. 562–563.)

Apart from not addressing the risks and benefits of its seat, Magna presented no causation evidence. Ziejewski stated that Gunaian suffered injury when her seatback reclined into the knees of a rear passenger; the seat's open perimeter frame placed a concentrated load on her back and spine, which hyperextended and caused paralysis. Magna offered no admissible evidence that seat design or foam placement was unrelated to or did not cause Gunaian's injury.[4] This is another basis for denying summary judgment. (*Demara, supra,* 13 Cal.App.5th at p. 555.)

Blaming the motorist who struck Gunaian as the cause of her injury does not insulate Magna from liability. "[A] car manufacturer may be liable for injuries sustained in a car accident where a defect, though not the cause of the accident, causes or contributes to the plaintiff's injuries." (*Union Pacific Railroad Co. v. Ameron Pole Products LLC* (2019) 43 Cal.App.5th

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[4] Magna cites Gunaian's vague discovery responses as proof that the seat foam did not cause injury. The absence of substantial responses to interrogatories does not "relieve[] [a defendant] of his obligation to submit a reasoned expert opinion in order to satisfy his initial burden on summary judgment." (*Zaragoza v. Adam* (2025) 109 Cal.App.5th 113, 123; *Aguilar, supra,* 25 Cal.4th at p. 854 [a defendant moving for summary judgment must "present evidence, and not simply point out that the plaintiff does not possess" evidence].)

974, 982; *Doupnik v. General Motors Corp.* (1990) 225 Cal.App.3d 849, 858–859 [the defendant's defectively manufactured roof collapsed and contributed to spinal cord injuries sustained by the plaintiff, who negligently drove off the road and down an embankment].)

e. The Component Part Defense Does Not Apply

" 'A component seller who simply designs a component to its buyer's specifications, and does not substantially participate in the integration of the component into the design of the product, is not liable' " to a consumer injured by a final product. (*Artiglio v. General Electric Co.* (1998) 61 Cal.App.4th 830, 841.) The component part defense "applies (1) when a supplier provides a component or raw material that is not itself defective (by virtue of a manufacturing, design, or warning defect), (2) the component or raw material is changed or transformed when incorporated through the manufacturing process into a different finished or end product, and (3) an end user of the finished product is allegedly injured by a defect in the finished product." (*Ramos v. Brenntag Specialties, Inc.* (2016) 63 Cal.4th 500, 507–508.)

Gunaian's experts declared that the car seat itself was defective for lack of padding or a barrier between the seat back and a passenger's legs. The seat was not changed or transformed when it was installed into a car. Gunaian was injured when her spine contacted her passenger's knees through the defective seat.

A car seat is "not a generic, fungible, multiuse, or off-the-shelf component. [Citations.] Instead, it was a separate product with a specific purpose and use." (*Romine, supra,* 224 Cal.App.4th at p. 1007.) Romine's seat collapsed in a rear-end collision; her head struck the rear passenger seat and she was paralyzed. (*Id.* at p. 994.) The court rejected the seat maker's

claim that its seat (concededly designed by car manufacturer Nissan) is a "component part." (*Id.* at pp. 1006–1007.)

The component part defense does not apply here for the reasons stated in *Romine, supra,* 224 Cal.App.4th at pages 1006–1007. In attempting to distinguish *Romine,* Magna's brief muddies the waters, stating it "did not participate in the . . . manufacture of the Subject Seat" and "supplied only the Seat Foam and Trim." However, Corkins declared, "MSI assembled the Seat Foam & Trim . . . into the Subject Seat." As in *Romine*, Magna's completed seat is not a "component" but a stand-alone product that is ready to be installed in a vehicle and used by consumers.

CONCLUSION

Magna has a substantial participatory connection to the production of the Equinox, which could not be brought to market without Magna's seats. GM's design of the alleged defect does not immunize MSI from liability. GM gave Magna discretion to decide how much foam to use when fabricating the seat. Magna did not show that the benefits posed by the seat design outweigh its risks. Gunaian has shown the existence of a triable material fact as to Magna's strict liability for its role in creating a defective car seat—not just the foam and trim—and placing it in the stream of commerce.

DISPOSITION

The judgment in favor of Magna Seating of America, Inc., and Magna Seating, Inc., is reversed. The matter is remanded to the trial court with instructions to enter an order denying respondents' motion for summary judgment. Appellants are awarded their costs on appeal.

NOT TO BE PUBLISHED.

LUI, P. J.

We concur:

CHAVEZ, J.

RICHARDSON, J.