153 N.J. 371
Supreme Court of New Jersey.

David METTINGER, Plaintiff,
v.
GLOBE SLICING MACHINE CO., INC., New Globe Parent, Inc., Daphne Horizon, Co., Inc., ABC 1-5 (Said Entities Being Fictitious and Unknown), and XYZ 1-5 (Said Entities Being Fictitious and Unknown Component Parts Manufacturers), Defendants,
and
W.W. LOWENSTEN, INC., Defendant and Third Party Plaintiff-Respondent,
v.
GLOBE FOOD EQUIPMENT COMPANY, Third Party Defendant-Appellant.

Argued Nov. 17, 1997.
|
Decided May 14, 1998.

Synopsis

Convenience store worker who was injured when he slipped and his hand became caught in rotating blade of food slicer which was being operated without safety guard for purposes of cleaning brought products liability action against manufacturer, which failed to answer, and distributor of slicer. After distributor filed third-party complaint against alleged successor in interest of manufacturer, the Superior Court, Law Division, Bergen County, entered judgment on jury verdict for worker and granted successor's motion for summary judgment on third-party claim. Distributor appealed. The Superior Court, Appellate Division, Brochin, J.A.D., 292 *N.J.Super*. 293, 678 *A*.2d 1115, affirmed judgment for worker, but reversed grant of summary judgment on indemnification issue. Successor's petition for certification was granted, and the Supreme Court, Pollock, J., held that: (1) in products liability action, distributors and retail sellers may use product-line exception to seek indemnification from manufacturer's successor; (2) distributor was entitled to resort to product-line exception even though successor did not exist when worker was injured or when he filed suit; (3) indemnification claim was not barred by statute of limitations; and (4) successor was not entitled to new trial on liability and damages.

Judgment affirmed as modified.

Garibaldi, J., dissented and filed opinion in which Coleman, J., joined.

West Headnotes (24)

[1] **Products Liability**
Persons Liable
313A Products Liability
313AII Elements and Concepts
313Ak163 Persons Liable
313Ak164 In general
(Formerly 313Ak23.1)
Liability for injuries caused by defective products generally extends from the manufacturer down the chain of distribution to distributors and retailers.

1 Cases that cite this headnote

[2] **Products Liability**
Persons Liable
313A Products Liability
313AII Elements and Concepts
313Ak163 Persons Liable
313Ak164 In general
(Formerly 313Ak23.1)
Consumer injured by a defective product may bring a strict liability action against any business entity in the chain of distribution.

Cases that cite this headnote

[3] **Products Liability**
Elements and Concepts
313A Products Liability
313AII Elements and Concepts
313Ak110 In general
(Formerly 313Ak5)

Public policy underlying products liability actions is that those engaged in the producing and marketing enterprise should bear the cost of marketing defective products.

Cases that cite this headnote

[4] **Indemnity**
Successive sellers;products liability

208 Indemnity
208III Indemnification by Operation of Law
208k63 Particular Cases and Issues
208k72 Successive sellers;products liability
(Formerly 208k13.1(3))

For purposes of products liability actions, absent an agreement to the contrary, distributors and retailers are entitled to indemnification from the manufacturer; the rationale is that liability of distributors and retailers is merely vicarious, but manufacturer's liability is primary.

Cases that cite this headnote

[5] **Corporations and Business Organizations**
Torts

Corporations and Business Organizations
Conveyances When Insolvent or in Contemplation of Insolvency

Corporations and Business Organizations
Torts

101 Corporations and Business Organizations
101X Mergers, Acquisitions, and Reorganizations
101X(C) Sale, Lease, or Exchange of Substantially All Corporate Assets
101k2721 Assumption of or Succession to Transferor's Debts and Liabilities
101k2724 Particular Debts and Liabilities
101k2724(3) Torts
(Formerly 101k445.1)
101 Corporations and Business Organizations
101XI Insolvency and Receivers
101XI(B) Fraudulent Conveyances and Preferences
101k2841 Conveyances When Insolvent or in Contemplation of Insolvency
101k2842 In general
(Formerly 101k542(1))
101 Corporations and Business Organizations
101X Mergers, Acquisitions, and Reorganizations
101X(B) Mergers and Consolidations
101k2673 Operation and Effect of Merger or Consolidation
101k2679 Liability of Surviving Corporation for Debts or Acts of Original Corporations
101k2679(4) Torts
(Formerly 101k590(1))

If manufacturer of defective product sells or transfers its assets to another company, the successor is not liable either to injured parties or to distributors and retailers unless: (1) the purchaser expressly or impliedly agreed to assume such debts or liabilities; (2) the transaction amounts to a consolidation or merger of the seller and purchaser; (3) the purchasing corporation is merely a continuation of the selling corporation; or (4) the transaction is entered into fraudulently to escape the debt or liability.

1 Cases that cite this headnote

[6] **Corporations and Business Organizations**
Conveyances When Insolvent or in Contemplation of Insolvency

101 Corporations and Business Organizations
101XI Insolvency and Receivers
101XI(B) Fraudulent Conveyances and Preferences
101k2841 Conveyances When Insolvent or in Contemplation of Insolvency

101k2842 In general
(Formerly 101k542(1))

Successor corporate liability may arise from the absence of adequate consideration for the sale or transfer of corporation's assets.

1 Cases that cite this headnote

[7] **Corporations and Business Organizations**
Product line exception

101 Corporations and Business Organizations
101X Mergers, Acquisitions, and Reorganizations
101X(C) Sale, Lease, or Exchange of Substantially All Corporate Assets
101k2721 Assumption of or Succession to Transferor's Debts and Liabilities
101k2723 Exceptions to Successor Non-Liability
101k2723(5) Product line exception
(Formerly 101k445.1)

Absent agreement to the contrary, distributors and retailers of defective product may use product-line exception to general rule proscribing successor liability to seek indemnification from corporation that purchased all or substantially all of the original manufacturer's assets and undertook essentially the same manufacturing operation as that corporation.

2 Cases that cite this headnote

[8] **Corporations and Business Organizations**
Product line exception

101 Corporations and Business Organizations
101X Mergers, Acquisitions, and Reorganizations
101X(A) In General
101k2638 Assumption of or Succession to Transferor's Liabilities
101k2640 Exceptions to Successor Non-Liability
101k2640(5) Product line exception
(Formerly 101k445.1)

Although a primary justification for the product-line exception to general rule proscribing successor liability is to provide compensation for otherwise remediless victims of a defective product, the imposition of successor liability on corporations also serves the public interest of spreading the risk to society at large for the costs of injuries from defective products.

1 Cases that cite this headnote

[9] **Corporations and Business Organizations**
Continuity of enterprise

101 Corporations and Business Organizations
101X Mergers, Acquisitions, and Reorganizations
101X(A) In General
101k2638 Assumption of or Succession to Transferor's Liabilities
101k2640 Exceptions to Successor Non-Liability
101k2640(4) Continuity of enterprise
(Formerly 101k445.1)

Public policy requires that having received the substantial benefits of the continuing manufacturing enterprise, the successor corporation should also be made to bear the burden of the operating costs that other established business operations must ordinarily bear.

Cases that cite this headnote

[10] **Indemnity**
Successive sellers;products liability

208 Indemnity
208III Indemnification by Operation of Law
208k63 Particular Cases and Issues
208k72 Successive sellers;products liability
(Formerly 208k13.1(3))

Manufacturer must ordinarily bear the cost of indemnifying entities lower in the chain of distribution for injuries caused by defects in its products.

1 Cases that cite this headnote

[11] **Corporations and Business Organizations**
Torts

101 Corporations and Business Organizations
101X Mergers, Acquisitions, and Reorganizations
101X(C) Sale, Lease, or Exchange of Substantially All Corporate Assets
101k2721 Assumption of or Succession to Transferor's Debts and Liabilities
101k2724 Particular Debts and Liabilities
101k2724(3) Torts
(Formerly 101k445.1)

Distributor of defective meat slicing machine was entitled to resort to product-line exception to general rule proscribing successor liability to obtain indemnification from manufacturer's successor, even though successor did not exist when convenience store worker was injured by defective meat slicer or when he filed products liability suit.

1 Cases that cite this headnote

[12] **Corporations and Business Organizations**
Product line exception

101 Corporations and Business Organizations
101X Mergers, Acquisitions, and Reorganizations
101X(C) Sale, Lease, or Exchange of Substantially All Corporate Assets
101k2721 Assumption of or Succession to Transferor's Debts and Liabilities
101k2723 Exceptions to Successor Non-Liability
101k2723(5) Product line exception
(Formerly 101k445.1)

Application of product-line exception to general rule proscribing successor liability is not contingent on the timing of a plaintiff's injury; rather, the exception is premised on theory that corporations that purchase manufacturing assets and continue a product line become an integral part of the overall producing and marketing enterprise that should bear the cost of injuries resulting from defective products.

4 Cases that cite this headnote

[13] **Limitation of Actions**
Indemnity

241 Limitation of Actions
241II Computation of Period of Limitation
241II(A) Accrual of Right of Action or Defense
241k56 Reimbursement or Indemnity from Person Ultimately Liable
241k56(2) Indemnity
(Formerly 208k15(5))

Since injured plaintiff who brought products liability action had not yet obtained judgment against distributor of defective meat slicing machine, distributor's claim against manufacturer's successor for indemnification was not time barred, even if plaintiff's potential claims against successor had expired.

3 Cases that cite this headnote

[14] **Limitation of Actions**
Liability to contribution

Limitation of Actions
Indemnity

Limitation of Actions
Actions and other remedies barred

241 Limitation of Actions
241II Computation of Period of Limitation
241II(A) Accrual of Right of Action or Defense

241k49 Implied Contracts
241k49(6) Liability to contribution
241 Limitation of Actions
241II Computation of Period of Limitation
241II(A) Accrual of Right of Action or Defense
241k56 Reimbursement or Indemnity from Person Ultimately Liable
241k56(2) Indemnity
241 Limitation of Actions
241IV Operation and Effect of Bar by Limitation
241k170 Actions and other remedies barred

Two-year statute of limitations imposed on a plaintiff's claims for personal injuries does not preclude a defendant's claim for contribution or indemnification; rather, statute of limitations pertaining to defendant's claim for contribution or indemnification begins to accrue when plaintiff recovers a judgment against it.

7 Cases that cite this headnote

[15] **Action**
Splitting Causes of Action

13 Action
13III Joinder, Splitting, Consolidation, and Severance
13k53 Splitting Causes of Action
13k53(1) In general

Under the entire controversy doctrine, if contribution or indemnification claims are known, they should be asserted in the original action.

2 Cases that cite this headnote

[16] **Action**
Splitting Causes of Action

13 Action
13III Joinder, Splitting, Consolidation, and Severance
13k53 Splitting Causes of Action
13k53(1) In general

Since distributor of defective meat slicing machine asserted its indemnification claim against manufacturer's successor in plaintiff's products liability action, distributor complied with the entire controversy doctrine.

2 Cases that cite this headnote

[17] **Appeal and Error**
Reversal as to One or More Coparties

Appeal and Error
Necessity of New Trial

30 Appeal and Error
30XVII Determination and Disposition of Cause
30XVII(D) Reversal
30k1173 Reversal as to One or More Coparties
30k1173(1) In general
30 Appeal and Error
30XVII Determination and Disposition of Cause
30XVII(D) Reversal
30k1177 Necessity of New Trial
30k1177(1) In general

When erroneous grant of summary judgment for a codefendant is reversed on appeal, the court is permitted to grant that codefendant a new trial on liability and damages only when the remaining defendants seek contribution, as distinguished from indemnification.

Cases that cite this headnote

[18] **Contribution**
Measure of contribution

Indemnity
Nature of obligation

Indemnity
Scope and Extent of Liability

96 Contribution
96k7 Measure of contribution
208 Indemnity
208I In General
208k20 Nature of obligation
(Formerly 208k9(1))

208 Indemnity
208III Indemnification by Operation of Law
208k73 Scope and Extent of Liability
208k74 In general
(Formerly 208k13.3)

Claim for contribution, unlike one for indemnification, requires a factfinder to apportion fault among defendants.

Cases that cite this headnote

[19] **Indemnity**
Conclusiveness of Former Adjudication

208 Indemnity
208IV Conclusiveness of Former Adjudication
208k85 In general
(Formerly 208k14)

Indemnitor may not relitigate an indemnitee's underlying liability or the amount and reasonableness of the damages recovered against the indemnitee when the indemnitor received procedural due process. U.S.C.A. Const.Amend. 14; N.J.S.A. 2A:84A, App. A, Rules of Evid., N.J.R.E. 803(c)(26).

Cases that cite this headnote

[20] **Constitutional Law**
Factors considered;flexibility and balancing

92 Constitutional Law
92XXVII Due Process
92XXVII(B) Protections Provided and Deprivations Prohibited in General
92k3875 Factors considered;flexibility and balancing
(Formerly 92k251.5, 92k251.1)

Due process is a flexible concept that calls for such procedural protections as fairness demands. U.S.C.A. Const.Amend. 14.

4 Cases that cite this headnote

[21] **Constitutional Law**
Notice and Hearing

92 Constitutional Law
92XXVII Due Process
92XXVII(B) Protections Provided and Deprivations Prohibited in General
92k3878 Notice and Hearing
92k3879 In general
(Formerly 92k251.6)

Essential components of due process are notice and an opportunity to be heard. U.S.C.A. Const.Amend. 14.

13 Cases that cite this headnote

[22] **Constitutional Law**
Judgment or Other Determination

92 Constitutional Law
92XXVII Due Process
92XXVII(E) Civil Actions and Proceedings
92k4007 Judgment or Other Determination
92k4008 In general
(Formerly 92k315)

Party's due process rights are not violated if it is held liable for a judgment arising out of an action in which it participated or had the opportunity to be heard. U.S.C.A. Const.Amend. 14.

5 Cases that cite this headnote

[23] **Indemnity**
Conclusiveness of Former Adjudication

208 Indemnity
208IV Conclusiveness of Former Adjudication
208k85 In general
(Formerly 208k14)

Manufacturer's successor was not entitled to new trial on liability and damages, following reversal of summary judgment dismissing distributor's third-party complaint seeking indemnification for successor's potential liability to plaintiff who was injured by defective meat slicing machine; successor had notice of plaintiff's products liability action against distributor, successor was served with third-party complaint seeking indemnification, and distributor vigorously challenged plaintiff's claims on both liability and damages at trial.

1 Cases that cite this headnote

[24] **Courts**

In general;retroactive or prospective operation

106 Courts
106II Establishment, Organization, and Procedure
106II(H) Effect of Reversal or Overruling
106k100 In General
106k100(1) In general;retroactive or prospective operation

Permitting distributor of defective meat slicing machine to rely on the product-line exception to support its indemnification claim against manufacturer's successor, and on the hearsay exception for judgments against persons entitled to indemnity to bar successor from relitigating liability and damages, did not constitute new rules of law that only applied prospectively; rather, these holdings were consistent with prior decisions concerning strict products liability, successor liability, and indemnification. N.J.S.A. 2A:84A, App. A, Rules of Evid., N.J.R.E. 803(c)(26).

4 Cases that cite this headnote

Attorneys and Law Firms

****781** Joel Schneider, Haddonfield, for third party defendant-appellant (Archer & Greiner, attorneys; George F. Kugler, Jr. and Sean T. O'Meara, on the briefs).

Michelle Wall, Paramus, for defendant and third party plaintiff-respondent (Melli & Wright, attorneys).

Opinion

The opinion of the Court was delivered by

POLLOCK, J.

The ultimate issue is whether W.W. Lowensten, Inc. (Lowensten), a distributor, which sold and serviced a defective meat slicer that injured plaintiff, David Mettinger, is entitled to maintain an action for indemnification against Globe Food Equipment Company (Globe Food), the alleged successor to the product line of the manufacturer, Globe Slicing Machine Co. (Globe Slicing). The Law Division rejected Lowensten's claim for indemnification, and the Appellate Division reversed, 292 *N.J.Super.* 293, 678 *A.*2d 1115 (1996). We granted Globe Food's petition for certification, 149 ***377** *N.J.* 139, 693 *A.*2d 109 (1997), and affirm the judgment of the Appellate Division.

I.

The underlying action arose out of an accident that occurred on November 22, 1988, at a Quik-Check convenience store in Clifton, New Jersey. On that date, Mettinger, an assistant manager, accidentally cut his right hand on the unguarded blade of a "Globe Model 500" meat slicing machine (meat slicer).

The relevant facts may be summarized as follows. Mettinger instituted a products liability action against Globe Slicing, Lowensten, and several fictitious corporate defendants. He amended his complaint to name New Globe Parent, Inc. (New Globe), Daphne Horizon Co., Inc. (Daphne), and ****782** Mozley Manufacturing Co., Inc. (Mozley) as defendants. Mettinger alleged that in 1987, Globe Slicing sold its outstanding stock together with its assets and liabilities to New Globe. New Globe then sold Globe Slicing's meat-slicer assets to Mozley. Thereafter, New Globe changed its name to Daphne, and Globe Slicing merged into Daphne.

All defendants answered Mettinger's complaint. Lowensten asserted crossclaims against the other defendants. Globe Slicing, New Globe, Daphne, and Mozley failed to answer interrogatories. Pursuant to *Rule* 4:23-5, the Law Division dismissed their answers and entered defaults against them.

In December 1992, Lowensten asserted a third-party complaint against Globe Food. Lowensten claimed that Globe Food was a successor to the producers of the "Globe" meat-slicer product line, namely, Globe Slicing, New Globe, Daphne, and Mozley. Globe Food was incorporated in February 1991, and purchased Mozley's meat-slicer assets in May 1991. The asset-purchase agreement between Mozley and Globe Food required Mozley to indemnify Globe Food from, among other things, any liability arising out of product-liability actions brought against Globe Food or its indemnities related to products that were manufactured or sold before ***378** the date of purchase. Globe Food was aware of Mettinger's lawsuit before its purchase of Mozley.

Lowensten provided Globe Food with all discovery obtained in the matter before its appearance. Globe Food also participated in discovery. It answered Lowensten's interrogatories and requests for documents, and appeared at depositions, including that of Globe Food's president, Hilton Garner.

The Law Division granted Globe Food's motion for summary judgment dismissing Lowensten's third-party complaint seeking indemnification. The court found the existence of a genuine issue of material fact on the issue whether Globe Food had continued Globe Slicing's product line. It declined, however, to extend to Lowensten's benefit the product-line exception to successor liability adopted in *Ramirez v. Amsted Industries,* 86 *N.J.* 332, 431 *A.*2d 811 (1981). The court held that the product-line exception benefitted plaintiffs only. Because the court found that the statute of limitations had expired on Mettinger's claims against Globe Food, it granted Globe Food's motion for summary judgment dismissing Lowensten's third-party complaint for indemnification.

Mettinger proceeded to trial against Lowensten. The jury returned a verdict in favor of Mettinger in the amount of $350,000.

On Lowensten's appeal, the Appellate Division upheld the judgment for Mettinger, but reversed the grant of summary judgment in favor of Globe Food, holding that Lowensten could maintain an action for indemnification against Globe Food. The Appellate Division reasoned that Mettinger could have pursued an action against Globe Food as a successor to Globe Slicing. 292 *N.J.Super.* at 315-17, 678 *A.*2d 1115. It concluded that because both Globe Food and Lowensten were potentially liable to Mettinger, Mettinger's decision to sue only Lowensten should not predetermine whether Globe Food or Lowensten is ultimately liable. *Id.* at 317, 678 *A.*2d 1115.

The Appellate Division remanded the matter for trial on the issue whether Globe Food sufficiently continued the product line ***379** of Globe Slicing to justify the imposition of successor liability on it. *Ibid.* The court held, however, that Mettinger's judgment on liability and damages against Lowensten bound Globe Food. *Id.* at 318, 678 *A.*2d 1115. Consequently, the court refused to grant Globe Food a new trial on liability and damages if, on remand, Globe Food was found liable to indemnify Lowensten. *Id.* at 317-18, 678 *A.*2d 1115. The Appellate Division relied on *N.J.R.E.* 803(c)(26), which permits a judgment debtor seeking indemnity to introduce a final judgment entered against it in a prior action as conclusive evidence of the judgment debtor's liability, the facts on which the judgment is based, and the reasonableness of the damages recovered in that action, provided the defendant in the indemnification action had notice and an opportunity to defend the first action. Additionally, the Appellate Division held that Mettinger had timely sued Globe Slicing. Consequently, the statute of limitations pertaining to his personal injury ****783** claim, *N.J.S.A.* 2A:14-2, would not have barred Mettinger's claim against Globe Food. The court concluded that Mettinger's failure to join

Globe Food "should not determine whether the burden of paying his damages should ultimately rest on Lowensten or on Globe Food[ ]." 292 *N.J.Super.* at 317, 678 *A.*2d 1115.

II.

[1] [2] [3] [4] Generally, liability for injuries caused by defective products extends from the manufacturer down the chain of distribution to distributors and retailers. ***380** *Promaulayko v. Johns Manville Sales Corp.,* 116 *N.J.* 505, 510-11, 562 *A.*2d 202 (1989). A consumer injured by a defective product may bring a strict liability action against any business entity in the chain of distribution. *Id.* at 511, 562 *A.*2d 202. The underlying public policy is that those engaged in the producing and marketing enterprise should bear the cost of marketing defective products. *Nieves v. Bruno Sherman Corp.,* 86 *N.J.* 361, 371, 431 *A.*2d 826 (1981). Absent an agreement to the contrary, however, distributors and retailers are entitled to indemnification from the manufacturer. *Promaulayko, supra,* 116 *N.J.* at 511, 562 *A.*2d 202. The rationale is that the liability of distributors and retailers is merely vicarious, but the manufacturer's liability is primary. *Ibid.*

[5] [6] Traditionally, if the manufacturer sells or transfers its assets to another company, the successor is not liable either to injured parties or to distributors and retailers unless: (1) the purchaser expressly or impliedly agreed to assume such debts or liabilities; (2) the transaction amounts to a consolidation or merger of the seller and purchaser; (3) the purchasing corporation is merely a continuation of the selling corporation; or (4) the transaction is entered into fraudulently to escape the debt or liability. *McKee v. Harris-Seybold Co.,* 109 *N.J.Super.* 555, 561, 264 *A.*2d 98 (Law Div.1970), *aff'd,* 118 *N.J.Super.* 480, 288 *A.*2d 585 (App.Div.1972). A fifth exception, sometimes incorporated in one of the preceding exceptions, arises from the absence of adequate consideration for the sale or transfer. *Ibid.* Thus, under traditional rules, neither plaintiffs nor distributors and retailers may maintain an action against a successor corporation unless they can establish one of the exceptions.

In *Ramirez v. Amsted Industries, supra,* however, this Court abandoned the traditional approach in the products liability context and adopted the "product-line exception" to successor corporation liability, holding:

> [W]here one corporation acquires all or substantially all the manufacturing assets of another corporation, even if exclusively for cash, and undertakes essentially the same manufacturing operation as the selling corporation, the purchasing corporation is strictly liable for injuries caused by defects in units of the same product line, even if previously manufactured and distributed by the selling corporation or its predecessor.
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> [86 *N.J.* at 358, 431 *A.*2d 811.]

In *Nieves v. Bruno Sherman Corp., supra,* decided the same day as *Ramirez,* we extended the product-line exception. We permitted the plaintiff in *Nieves* to maintain an action against an intermediary successor corporation that acquired the original manufacturer's assets and continued its product line but sold those assets to another corporation before plaintiff's accident occurred. ***381** 86 *N.J.* at 368, 431 *A.*2d 826. By acquiring the business assets of the original manufacturer and continuing to manufacture and sell its product line, the intermediary successor "became 'an integral part of the overall producing and marketing enterprise that should bear the cost of injuries resulting from defective products.' " *Id.* at 371, 431 *A.*2d 826 (quoting *Ray v. Alad Corp.,* 19 *Cal.*3d 22, 136 *Cal.Rptr.* 574, 582, 560 *P.*2d 3, 11 (1977)).

Only a minority of states have adopted the *Ramirez* product-line exception. *See Restatement (Third) of Torts* § 12 cmt. b (1997). Critics of the exception believe that it is unfair, socially wasteful, and may lead to the piecemeal transfer of assets. *Ibid.* On this appeal, however, neither party challenges the validity of the *Ramirez* exception, and we continue to believe it strikes a sound accommodation of the competing interests.

In *Ramirez,* we recognized three reasons for imposing potential liability on a successor ****784** corporation that acquires the assets and continues the manufacturing operation of its predecessor:

> (1) The virtual destruction of the plaintiff's remedies against the original manufacturer caused by the successor's acquisition of the business, (2) the successor's ability to assume the original manufacturer's risk-spreading role, and (3) the fairness of requiring the successor to assume a responsibility for defective products that was a burden necessarily attached to the original manufacturer's good will being enjoyed by the successor in the continued operation of the business.
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> [86 *N.J.* at 349, 431 *A.*2d 811 (quoting *Ray, supra,* 136 *Cal.Rptr.* at 582, 560 *P.*2d at 11).]

Subsequent lower court decisions have examined a plaintiff's right to use the product-line exception to hold successor manufacturers liable for injuries caused by their predecessors' products. *See, e.g., Bussell v. DeWalt Prods. Corp.,* 259 *N.J.Super.* 499, 614 *A.*2d 622 (App.Div.1992) (permitting, among other things, use of product-line exception against successor corporation that continued to manufacture "essentially" same product), *certif. denied,* 133 *N.J.* 431, 627 *A.*2d 1137 (1993); *Goncalves v. Wire Tech. & Mach. Co.,* 253 *N.J.Super.* 327, 601 *A.*2d 780 (Law Div.1991) (permitting plaintiff injured by defective equipment to maintain action against successor corporation that allegedly purchased manufacturer's assets in liquidation proceeding and continued product ***382** line); *Wilkerson v. C.O. Porter Mach. Co.,* 237 *N.J.Super.* 282, 567 *A.*2d 598 (Law Div.1989) (permitting injured plaintiff to use product-line exception against successor manufacturer that purchased original manufacturer's assets in bankruptcy sale); *Brotherton v. Celotex Corp.,* 202 *N.J.Super.* 148, 493 *A.*2d 1337 (Law Div.1985) (holding that *Ramirez* 's product-line exception is applicable to recovery of compensatory damages only, not punitive damages). To date, however, no New Jersey decision has examined whether a defendant distributor or retailer may use the product-line exception to maintain a third-party action for indemnification against a successor manufacturer.

[7] Globe Food argues that the product-line exception is intended to benefit injured plaintiffs only and does not support Lowensten's indemnification claim. To support its argument, Globe Food relies on *Hill v. Trailmobile, Inc.,* 412 *Pa.Super.* 320, 603 *A.*2d 602 (1992). In *Hill,* an intermediate Pennsylvania appellate court upheld the trial court's refusal to permit defendant Trailmobile, Inc., which manufactured a trailer containing an allegedly defective power gear, to seek indemnification from alleged successors to the manufacturer of the defective power gear. The court rested its decision on two grounds. First, it stated that "[t]he product-line exception is a remedy which was created to afford relief to *plaintiffs,* victims of manufacturing defects who, due to the sale or transfer of the manufacturing corporation, otherwise would have no avenue of redress for injuries caused by defective product" *Id.* 603 *A.*2d at 607. It believed that permitting Trailmobile to obtain indemnification from the successors would "subvert[ ] the policy considerations that prompted adoption of the rule." *Ibid.* Second, the court reasoned that justice did not require imposition of liability on the successor corporation because Trailmobile could have obtained indemnification from the parent corporation of the power-gear manufacturer, which had contractually assumed its subsidiary's liabilities, had it timely asserted a claim against it. *Ibid.* Moreover, the court found Trailmobile's "efforts to extend the product-line exception in this case particularly ***383** inappropriate,]" ibid., because the purchase of the power-gear manufacturer's assets did not virtually destroy Trailmobile's remedies and because neither of the purchasers could properly be considered "successors" to the manufacturer. *Ibid.*

We decline to apply the product-line exception so narrowly. More persuasive is the reasoning of the California Court of Appeal, which explained:

> The constant theme of strict tort liability has been "to elevate justice and equity above the exact contours of a mathematical equation...."

> Fundamental fairness has been sought through a balancing of the rights of the injured party against the rights of those **785 engaged in business, including the latter's reasonable commercial expectations. Placing the economic burden of injuries on those best able to pay for those costs while permitting the transfer of that burden to those most culpable is consistent with the equitable considerations inherent in the resolution of the difficult problems which have been judicially posed.
>
> [*Rawlings v. D.M. Oliver, Inc.,* 97 *Cal.App.*3d 890, 159 *Cal.Rptr.* 119, 124 (1979) (citation omitted).]

Thus, in *Rawlings,* the court applied the product-line exception to a successor corporation even though its predecessor's product was not mass-produced but was manufactured in accordance with the owner's plans and specifications. *Id.* at 124-25. *See also* *Kaminski v. Western MacArthur Co.,* 175 *Cal.App.*3d 445, 220 *Cal.Rptr.* 895, 901-02 (1985) (permitting product-line exception to be used against successor distributors as well as manufacturers).

[8] Although a primary justification for the product-line exception is to provide compensation for otherwise remediless victims of a defective product, the imposition of successor liability on corporations also serves the public interest "of spreading the risk to society at large for the costs of injuries from defective products." *Ramirez, supra,* 86 *N.J.* at 350, 431 *A.*2d 811; *see also* *Ray, supra,* 136 *Cal.Rptr.* at 579, 560 *P.*2d at 8 ("The paramount policy to be promoted by the rule is the protection of otherwise defenseless victims of manufacturing *and the spreading throughout society of the cost of compensating them.*") (emphasis added). In general, manufacturers are better positioned to avoid and allocate risk than distributors. *See* ***384** *Promaulayko, supra,* 116 *N.J.* at 513, 562 *A.*2d 202 (indicating that those higher in chain of distribution are more efficient accident avoiders and better able to bear risk); *Suter v. San Angelo Foundry & Mach. Co.,* 81 *N.J.* 150, 173, 406 *A.*2d 140 (1979) (finding that manufacturers are "in the best position to make the cost-benefit analysis between accident costs and accident avoidance costs and to act on that decision once it is made").

Moreover, successor manufacturers that acquire resources previously available to the original manufacturer such as its trade name, physical plants, manufacturing equipment, inventory, records of manufacturing designs, patents, customer lists, and employees have "virtually the same capacity as [the original manufacturer] to estimate the risks of claims for injuries from defects in previously manufactured [products] for purposes of obtaining insurance coverage or planning self-insurance." *Ray, supra,* 136 *Cal.Rptr.* at 581, 560 *P.*2d at 10. Likewise, the successor manufacturer can distribute the cost of insuring against injuries among all purchasers of its product.

[9] [10] If the product-line exception did not redound to the benefit of distributors and retailers as well as claimants, the distributors and retailers that are liable to the injured party would be cut-off from recourse against the successor to the manufacturer. *Ibid.* Recourse against a successor corporation is justified "as a burden necessarily attached to [the successor's] enjoyment of [the original manufacturer's] trade name, good will and the continuation of an established manufacturing enterprise." *Ramirez, supra,* 86 *N.J.* at 352, 431 *A.*2d 811. "Public policy requires that having received the substantial benefits of the continuing manufacturing enterprise, the successor corporation should also be made to bear the burden of the operating costs that other established business operations must ordinarily bear." *Id.* at 353, 431 *A.*2d 811. Ordinarily, the manufacturer must bear the cost of indemnifying entities lower in the chain of distribution for injuries caused by defects in its products. ***385** *Promaulayko, supra,* 116 *N.J.* at 511, 562 *A.*2d 202. Therefore, the successor manufacturer also must bear that cost.

Any other conclusion would lead to unacceptable results. Globe Food acknowledges that if it is the successor to Globe Slicing then Mettinger could have pursued a claim against it directly using the product-line exception. Under those circumstances, Lowensten would have been entitled to file a cross-claim for indemnification against

Globe Food. Merely because Mettinger failed to name Globe Food as a defendant should not preclude Lowensten from asserting its claim against Globe Food. As the Appellate Division ****786** found below, "plaintiff's choice of defendants should not determine whether the burden of paying [Mettinger's] damages should ultimately rest on Lowensten or on Globe Foods." 292 *N.J.Super.* at 317, 678 *A.*2d 1115; *see also* *Gangemi v. National Health Labs., Inc.,* 305 *N.J.Super.* 97, 106, 701 *A.*2d 965 (App.Div.1997) (explaining that plaintiff's failure to name potentially liable party as defendant does not preclude existing defendant from seeking contribution or indemnification from that party).

Consequently, we hold that, absent an agreement to the contrary, distributors and retailers may use the product-line exception to seek indemnification from corporations that purchased all or substantially all of the original manufacturer's assets and undertook essentially the same manufacturing operation as that corporation.

III.

[11] Globe Food asserts that even if retailers and distributors may resort to the product-line exception to obtain indemnification, application of the exception against it is inappropriate. Underlying Globe Food's assertion is its perception of the unfairness of holding it liable for Mettinger's injuries because Globe Food did not exist when Mettinger was injured or when he filed suit. According to Globe Food, it has not benefitted from the continuation of Globe Slicing's product line or its good will. Furthermore, ***386** it had no opportunity to implement cost avoidance and risk spreading measures.

[12] Application of the product-line exception, however, is not contingent on the timing of a plaintiff's injury. *See* *Rawlings, supra,* 159 *Cal.Rptr.* at 123 (holding that plaintiff's right to use product-line exception against successor manufacturer was unaffected by fact that claimant's injuries occurred three months before successor manufacturer's purchase of enterprise). The exception is premised on the theory that corporations that purchase manufacturing assets and continue a product line become " 'an integral part of the overall producing and marketing enterprise that should bear the cost of injuries resulting from defective products.' " *Nieves, supra,* 86 *N.J.* at 371, 431 *A.*2d 826 (quoting *Ray, supra,* 136 *Cal.Rptr.* at 582, 560 *P.*2d at 11).

No unfairness inheres in imposing successor liability on a corporation that purchases assets after an injury has occurred. Although the successor was not benefitting from its predecessor's enterprise or good will at the time of plaintiff's injury, it so benefitted after its purchase. Moreover, a successor's knowledge of pre-existing claims permits it to take those claims into consideration when determining the terms of its asset acquisition. *See* *Ramirez, supra,* 86 *N.J.* at 354, 431 *A.*2d 811. Presumably, the purchase price will reflect any potential liability. *Ibid.* Additionally, the successor may enter into full or partial indemnification or escrow agreements with the selling corporation. *Ibid.* Indeed, Globe Food extracted such an indemnification provision from Mozley. Finally, the successor manufacturer is still in the best position to spread the risk of liability among consumers by raising its prices.

Globe Food also contends that Lowensten's third-party complaint fails to assert any common-law or contractual basis for indemnity, that Globe Food was not a joint tortfeasor, and that Lowensten's claim for contribution was barred by the statute of limitations. We disagree.

***387** Lowensten's third-party complaint expressly demanded "judgment for contribution and indemnification from the third-party defendant, Globe Food Equipment Company." Thus, Globe Food's contention that Lowensten sought only contribution is simply incorrect. From the inception, moreover, the essence of Lowensten's claim has been one for common-law indemnification. The third-party complaint identified the Mettinger action as one pending in strict liability and stated that Globe Food's liability rested on Lowensten's contention that it was "a successor to the defendants who manufactured the slicer in question [.]" A fair reading of the allegation is that it seeks indemnification, a point that Globe Food has made clear on appeal.

[13] [14] [15] [16] Furthermore, the statute of limitations did not bar Lowensten's right to seek contribution or indemnification from Globe Food. The two-year statute of limitations imposed **787 on a plaintiff's claims for personal injuries does not preclude a defendant's claim for contribution or indemnification. *McGlone v. Corbi,* 59 *N.J.* 86, 95, 279 *A.*2d 812 (1971); *McNally v. Providence Washington Ins. Co.,* 304 *N.J.Super.* 83, 94, 698 *A.*2d 543 (App.Div.1997); *Biddle v. Biddle,* 163 *N.J.Super.* 455, 458, 395 *A.*2d 218 (Law Div.1978). Rather, the statute of limitations pertaining to a defendant's claim for contribution or indemnification begins to accrue when the plaintiff recovers a judgment against it. *McGlone,* 59 *N.J.* at 95, 279 *A.*2d 812. Under the entire controversy doctrine, if those claims are known, they should be asserted in the original action. *Harley Davidson Motor Co. v. Advance Die Casting, Inc.,* 150 *N.J.* 489, 502, 696 *A.*2d 666 (1997). Thus, even if Mettinger's potential claims against Globe Food had expired, Lowensten could still seek contribution or indemnification from Globe Food. Because Mettinger had not yet obtained a judgment against Lowensten, the statute of limitations on Lowensten's claim for contribution or indemnification had not begun to accrue. Likewise, because Lowensten asserted its claim against Globe Food in Mettinger's action, Lowensten complied with the entire controversy doctrine.

***388** IV.

Globe Food further maintains that if Lowensten may pursue its claim for indemnification, due process requires that Globe Food receive a new trial on damages and liability against Lowensten. The Appellate Division disagreed, holding that Globe Food is entitled to a trial only on its obligation to indemnify Lowensten. 292 *N.J.Super.* at 317, 678 *A.*2d 1115. It held that, if Globe Food is found liable to indemnify Lowensten, *N.J.R.E.* 803(c)(26) forbids Globe Food from contesting Mettinger's judgment against Lowensten. *Id.* at 317-18, 678 *A.*2d 1115.

Globe Food submits that it is entitled to a new trial on liability and damages under *Johnson v. Cyklop Strapping Corp.,* 220 *N.J.Super.* 250, 531 *A.*2d 1078 (App.Div.1987), *certif. denied,* 110 *N.J.* 196, 540 *A.*2d 189 (1988). In *Johnson,* the Appellate Division found that the Law Division had erred in refusing to vacate its grant of partial summary judgment in favor of a manufacturer and its successor. *Id.* at 264-65, 531 *A.*2d 1078. As a consequence of the grant of partial summary judgment, the defendant distributor was left to defend the action alone. *Id.* at 257, 531 *A.*2d 1078. The jury awarded plaintiff substantial damages against the distributor. *Ibid.* To rectify the error without disturbing plaintiff's judgment against the distributor, the Appellate Division permitted the distributor to seek contribution and indemnification from the manufacturers in a plenary proceeding in which the manufacturers could litigate their respective liability and damages. *Id.* at 265, 531 *A.*2d 1078. In reaching its decision, the court stated:

> [W]here contribution is in issue, an alleged joint tortfeasor against whom a contribution is made is entitled to "have his day in court as to both liability and damages." The same is clearly so in respect of a common-law indemnity claim. [The successor manufacturer's] liability as a joint tortfeasor or as a common-law indemnitor has never been determined, and [the distributor] must bear the burden of proving that liability now, as must [the successor manufacturer] against [the manufacturer]. Moreover, since all claims against [the manufacturer and its successor] were dismissed long before trial, we are of the view that both may address the damages issue as well in respect of their obligations on the cross-claims.
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> [*Id.* at 265-66, 531 *A.*2d 1078 (citations omitted).]

***389** [17] [18] We believe the better rule is that when the erroneous grant of summary judgment for a codefendant is reversed on appeal, the court is permitted to grant that codefendant a new trial on liability and damages only when the remaining defendants seek contribution, as distinguished from indemnification. A claim for contribution, unlike one for indemnification, requires a factfinder to apportion fault among defendants. By comparison, when indemnification is in issue, *N.J.R.E.* 803(c)(26) governs.

[19] *N.J.R.E.* 803(c)(26) provides:

> ****788** [T]he record of a final judgment is admissible if offered by the judgment debtor in an action in which he seeks to recover partial or total indemnity or exoneration for money paid or a liability incurred because of the judgment, as evidence of the liability of the judgment debtor, of the facts on which the judgment is based, and of the reasonableness of the damages recovered. If the defendant in the second action had notice and an opportunity to defend the first action, the judgment is conclusive evidence.

Basically, the rule bars an indemnitor from relitigating an indemnitee's underlying liability or the amount and reasonableness of the damages recovered against the indemnitee when the indemnitor received procedural due process.

[20] **[21]** **[22]** Due process is a flexible concept that calls for such procedural protections as fairness demands. *New Jersey Parole Bd. v. Byrne,* 93 *N.J.* 192, 209, 460 *A.*2d 103 (1983). The essential components of due process are notice and an opportunity to be heard. *Mullane v. Central Hanover Bank & Trust Co.,* 339 *U.S.* 306, 313, 70 *S.Ct.* 652, 656-57, 94 *L.Ed.* 865, 873 (1950); *Doe v. Poritz,* 142 *N.J.* 1, 106, 662 *A.*2d 367 (1995). Thus, a party's due process rights are not violated if it is held liable for a judgment arising out of an action in which it participated or had the opportunity to be heard. *Louisville & Nashville R.R. Co. v. Schmidt,* 177 *U.S.* 230, 238-39, 20 *S.Ct.* 620, 623, 44 *L.Ed.* 747 (1900); *Bussell, supra,* 259 *N.J.Super.* at 510-11, 614 *A.*2d 622.

[23] Here, Globe Food not only had notice of the Mettinger action, but actually participated in it. Lowensten properly served Globe Food with a third-party complaint seeking indemnification for its potential liability to Mettinger. It did so for the express ***390** purpose of compelling Globe Food to defend against Mettinger's claims. Globe Food answered interrogatories and otherwise participated in discovery. Through no fault of Lowensten, Globe Food erroneously obtained a summary judgment dismissing Lowensten's third-party complaint.

At trial, Lowensten vigorously challenged Mettinger's claims on both liability and damages. No conflict of interest existed between Globe Food and Lowensten on those issues. *See Restatement (Second) of Judgments* § 57 (1982) (requiring that indemnitee defend action with due diligence and reasonable prudence and that there be no conflict of interest between indemnitee and indemnitor). Thereafter, Lowensten satisfied Mettinger's judgment.

It would be unfair and inefficient to permit Globe Food to benefit from its erroneous procurement of a summary judgment dismissing Lowensten's claim for indemnification and to require Lowensten to relitigate its liability to Mettinger. *Cf. Ramos v. Browning Ferris Indus. of S. Jersey, Inc.,* 194 *N.J.Super.* 96, 102-03, 476 *A.*2d 304 (App.Div.1984) (refusing to remand plaintiff's tort claim for new trial where third-party defendant erroneously obtained summary judgment, reasoning that plaintiff should not suffer because of third-party defendant's wrongful rejection of its obligation and right to defend), *rev'd on other grounds,* 103 *N.J.* 177, 510 *A.*2d 1152 (1986). Because Lowensten seeks indemnification, its recovery against Globe Food is limited to the amount it paid Mettinger. A new trial on liability and damages could inure only to the benefit of Globe Food.

V.

[24] Finally, Globe Food contends that permitting Lowensten to rely on the product-line exception to support its indemnification claim and on *N.J.R.E.* 803(c)(26) to bar Globe Food from relitigating liability and damages constitute new rules of law that should apply prospectively. We disagree. Our holding is consistent with prior decisions concerning strict products liability, successor liability, ***391** and indemnification. Furthermore, Globe Food knew of Mettinger's action when it acquired Mozley's meat-slicing assets. Indeed, Globe Food required Mozley partially to indemnify it against such lawsuits. Its liability is not unexpected.

The judgment of the Appellate Division is affirmed as modified, and the matter is remanded to the Law Division.

GARIBALDI, J., dissenting.

The majority expands the product-line exception to enable a defendant to sue a successor ****789** corporation for indemnification, even though the injured plaintiff has already recovered for his injuries. Extending the product-line exception to benefit corporate defendants undermines the policy justification for the product-line exception-making injured plaintiffs whole. Because such an expansion of the product-line exception is unwise and unwarranted, I dissent.

I

Plaintiff David Mettinger injured his hand on an unguarded blade of a "Globe Model 500" meat slicer. He then instituted a products liability claim against W.W. Lowensten, Inc., New Globe Parent, Inc., Daphne Horizon Co., Inc., and Mozely Manufacturing Co., Inc. Lowensten filed a third party complaint against Globe Food Equipment Co., asserting that Globe Food was a successor to the manufacturer of the Globe meat slicer product line. The trial court granted summary judgment in favor of Globe Food, concluding that the product-line exception benefitted only plaintiffs. Mettinger's claim against Lowensten proceeded to trial. A jury awarded Mettinger $350,000. The Appellate Division upheld the award against Mettinger, but reinstated the indemnification claim against Globe Food. The panel remanded for trial on the issue of whether Globe Food sufficiently continued the Globe Slicing product line to justify the imposition of successor liability. Additionally, the court held that if, on remand, Globe Food was ***392** found to have continued the product line, Globe Food would be bound by the judgment against Lowensten.

II

Traditionally, "[w]here one company sells or otherwise transfers all its assets to another company, the latter is not liable for the debts and liabilities of the transferor, including those arising out of the latter's tortious conduct." *Wilson v. Fare Well Corp.,* 140 *N.J.Super.* 476, 484, 356 *A.*2d 458 (Law Div.1976) (quoting *McKee v. Harris-Seybold Co.,* 109 *N.J.Super.* 555, 264 *A.*2d 98 (Law Div.1970), *aff'd,* 118 *N.J.Super.* 480, 288 *A.*2d 585 (App.Div.1972)).

In *Ramirez v. Amsted Industries, Inc.,* this Court recognized that the traditional approach to corporate successor liability was "unresponsive to the legitimate interests of the product liability plaintiff," and did not protect "the innocent injured party." 86 *N.J.* 332, 341, 354, 431 *A.*2d 811 (1981) (citations omitted). The Court, therefore, abandoned the traditional approach and adopted the "product-line exception." That exception provides:

> [W]here one corporation acquires all or substantially all the manufacturing assets of another corporation, even if exclusively for cash, and undertakes essentially the same manufacturing operation as the selling corporation, the purchasing corporation is strictly liable for injuries caused by defects in units of the same product line, even if previously manufactured and distributed by the selling corporation or its predecessors.

[*Id.* at 358, 431 *A.*2d 811.]

Further, the Court provided three policy justifications for adopting the product-line exception:

(1) The virtual destruction of the plaintiff's remedies against the original manufacturer caused by the successor's acquisition of the business, (2) the successor's ability to assume the original manufacturer's risk-spreading role, and (3) the fairness of requiring the successor to assume a responsibility for defective products that was a burden necessarily attached to the original manufacturer's good will being enjoyed by the successor in the continued operation of the business.

[*Id.* at 349, 431 *A.*2d 811 (quoting *Ray v. Alad Corp.,* 19 *Cal.*3d 22, 136 *Cal.Rptr.* 574, 582, 560 *P.*2d 3, 11 (1977)).]

Though the majority concedes that providing an otherwise remediless plaintiff with a source of compensation was a primary justification for adopting the product-line exception, *see* ***393** *ante* at 383, 709 A.2d at 784, the majority fails to recognize that "[t]he central thesis of [the product-line exception] is premised on the elimination by the successor of an effective remedy. *That is an essential condition precedent to recovery.*" 86 *N.J.* at 358, 431 *A.*2d 811 (Schreiber, J., concurring) ****790** (emphasis added). Therefore, where, as in the present case, the plaintiff has already recovered for his injuries, the product-line exception is inapplicable.

Nieves v. Bruno Sherman Corp., 86 *N.J.* 361, 431 *A.*2d 826 (1981), decided the same day as *Ramirez, supra,* 86 *N.J.* 332, 431 *A.*2d 811, is consistent with that understanding. In *Nieves, supra,* the Court extended the product-line exception to enable a plaintiff to recover from an intermediate corporation that acquired the assets of the original manufacturer, continued its product line, but sold those assets to another corporation before plaintiff was injured. *Id.* at 368, 431 *A.*2d 826. Even though the Court extended the product-line exception, the Court continued to view a remediless plaintiff as a prerequisite for invoking the product-line exception. *See id.* at 371, 431 *A.*2d 826. Moreover, regarding apportionment of liability after the plaintiff is made whole, the Court explained: "While the *Ramirez* rationale is concerned with imposing strict tort liability for damages caused by defects in units of the product line acquired and continued by successor manufacturers, *neither Ramirez nor the injured plaintiff ... is concerned with how the liability will be allocated ....*" *Id.* at 372, 431 *A.*2d 811 (emphasis added).

A.

In *Ramirez, supra,* the Court rested its adoption of the product-line exception on social and economic policy grounds. The Court recognized that adopting the product-line exception may prevent small manufacturers from transferring ownership of their business assets for a fair price. 86 *N.J.* at 353, 431 *A.*2d 811. However, the Court held that such "concerns, genuine as they may be, cannot be permitted to overshadow the basic social policy, now so well-entrenched in our jurisprudence, that favors imposition of the ***394** costs of injuries from defective products on the manufacturing enterprise and consuming public rather than on the innocent injured party." *Id.* at 354, 431 *A.*2d 811.

The Court also rested the adoption of the product-line exception on economic policy, concluding that, even though successor liability would result in lowering the purchase price of a corporation's assets,

a reduction of the sale price by an amount calculated to compensate the successor corporation for the potential liability it has assumed is a more, not less, accurate measure of the true worth of the business.

... In time, the risk-spreading and cost avoidance measures ... should become a normal part of business planning in connection with the corporate acquisition of assets of a manufacturing enterprise.

[*Id.* at 354-55, 431 *A.*2d 811.]

Those justifications for adopting the product-line exception, however, have been decried as "unfair and socially wasteful." *Restatement (Third) of Torts* § 12 comment b (1997) (hereinafter "Restatement"). Moreover, the product-line exception has been criticized for "impeding the free alienability of corporate assets" for no compelling reason, "thereby discouraging shareholder investment of capital and increasing social cost." *Restatement, supra,* § 12 comment b. Similarly, it has been recognized that

> [t]he imposition of successor liability on a company that has merely purchased the assets of a predecessor for cash and does not otherwise fall within the [traditional] exceptions would encourage the dissolution of a financially troubled corporation by piecemeal sale of assets rather than as a going concern. The end result would be the needless destruction of an ongoing business enterprise with no net advantage to anyone.
>
> [*Restatement, supra,* § 12 reporters' note (citing *Polius v. Clark Equip. Co.,* 802 *F.*2d 75 (3d Cir.1986)).]

See also *Bernard v. Kee Mfg. Co., Inc.,* 409 *So.*2d 1047, 1049 (Fla.1982) ("We choose not to join this vanguard of courts, due in part to the threat of economic annihilation that small businesses would face under such a rule of expanded liability."); A. Schiff, *Products Liability and Successor Corporations: Protecting the Product User and the Small Manufacturer Through Increased Availability of Products Liability Insurance,* 13 *U.C. Davis L.Rev.* 1000, 1003 (1980) (noting that most small companies are ***395** unable to obtain insurance ****791** coverage for liabilities from injuries caused by a predecessor's products).

It is, therefore, not surprising that the overwhelming majority of states that have considered the product-line exception have rejected it. *See, e.g.,* *Page v. Gulf Oil Co.,* 812 *F.*2d 249, 250 (5th Cir.1987) (applying Louisiana law); *Reed v. Armstrong Cork Co.,* 577 *F.Supp.* 246, 247-48 (E.D.Ark.1983) (applying Arkansas law); *LeSane v. Hillenbrand Indus., Inc.,* 791 *F.Supp.* 871, 873-74 (D.D.C.1992) (applying the law of the District of Columbia); *Johnston v. Amsted Indus.,* 830 *P.*2d 1141, 1147 (Colo.Ct.App.1992); *Bernard, supra,* 409 *So.*2d at 1049-50; *Bullington v. Union Tool Corp.,* 254 *Ga.* 283, 328 *S.E.*2d 726, 728 (1985); *Myers v. Putzmeister, Inc.,* 232 *Ill.App.*3d 419, 173 *Ill.Dec.* 130, 134, 596 *N.E.*2d 754, 758, *appeal denied,* 146 *Ill.*2d 632, 176 *Ill.Dec*. 804, 602 *N.E.*2d 458 (1992); *DeLapp v. Xtraman, Inc.,* 417 *N.W.*2d 219, 222 (Iowa 1987); *Stratton v. Garvey Int'l, Inc.,* 9 *Kan.App.*2d 254, 676 *P.*2d 1290, 1297-98 (1984); *Guzman v. MRM/Elgin,* 409 *Mass.* 563, 567 *N.E.*2d 929, 933 (1991); *Pelc v. Bendix Mach. Tool Corp.,* 111 *Mich.App.* 343, 314 *N.W.*2d 614, 620 (1981); *Niccum v. Hydra Tool Corp.,* 438 *N.W.*2d 96, 100 (Minn.1989); *Young v. Fulton Iron Works Co.,* 709 *S.W.*2d 927, 940 (Mo.Ct.App.1986); *Jones v. Johnson Mach. & Press Co.,* 211 *Neb.* 724, 320 *N.W.*2d 481, 484 (1982); *Simoneau v. South Bend Lathe, Inc.,* 130 *N.H.* 466, 543 *A.*2d 407 (1988); *Downtowner, Inc. v. Acrometal Products, Inc.,* 347 *N.W.*2d 118, 125 (N.D.1984); *Flaugher v. Cone Automatic Mach., Co.,* 30 *Ohio St.*3d 60, 507 *N.E.*2d 331, 338 (1987); *Goucher v. Parmac, Inc.,* 694 *P.*2d 953, 954 (Okla.Ct.App.1984); *Hamaker v. Kenwel-Jackson Mach. Inc.,* 387 *N.W.*2d 515, 521 (S.D.1986); *Griggs v. Capitol Machine Works, Inc.,* 690 *S.W.*2d 287, 294 (Tex.Ct.App.), *writ denied,* 701 S.W.2d 238 (Tex.1985); *Ostrowski v. Hydra-Tool Corp.,* 144 *Vt.* 305, 479 *A.*2d 126, 127 (1984); *Harris v. T.I., Inc.,* 243 *Va.* 63, 413 *S.E.*2d 605, 609 (1992); *Fish v. Amsted Indus., Inc.,* 126 *Wis.*2d 293, 376 *N.W.*2d 820, 829 (1985); *accord* *Nissen Corp. v. Miller,* 323 *Md.* 613, 594 *A.*2d 564, 570 (1991) (applying the traditional rule of successor liability and noting that the product-line exception has been rejected by many jurisdictions as ***396** "too far-reaching and radical"). Those courts have all recognized that, for both economic and social reasons, the product-line exception is unjustifiable.

B.

Aside from New Jersey, only four other states have adopted the product-line exception: California, New Mexico, Pennsylvania, and Washington. *See* *Ray v. Alad Corp., supra,* 19 *Cal.*3d 22, 136 *Cal.Rptr.* 574, 560 *P.*2d 3 (1977); *Garcia v. Coe Mfg. Co.,* 123 *N.M.* 34, 933 *P.*2d 243, 250 (1997);

Dawejko v. Jorgensen Steel Co., 290 *Pa.Super.* 15, 434 *A.*2d 106, 110 (1981); *Martin v. Abbott Labs.,* 102 *Wash.*2d 581, 689 *P.*2d 368, 388 (1984). Of those four states, none have extended the product-line exception to benefit defendants. *See* 63 *Am.Jur.2d Products Liability* § 133 (1996) ("The product line theory may not be applied to support a claim for contribution or indemnity made by an initial successor corporation against a subsequent corporation; the purpose of [the] product-line exception is to compensate otherwise remediless tort victims.").

In *Hill v. Trailmobile, Inc.,* 412 *Pa.Super.* 320, 603 *A.*2d 602, 607 (1992), the defendant/lessor of a truck trailer sought indemnification from the product line successor to the manufacturer. In affirming a lower court ruling that indemnification could not be sought under the product-line exception, the Pennsylvania Superior Court explained:

> Original defendant Trailmobile is now asking this court to extend the product-line exception to successor liability to apply for the first time to *defendants.* This we are unwilling to do. The product-line exception is a remedy which was created to afford relief to *plaintiffs,* victims of manufacturing defects who, due to the sale or transfer of the manufacturing corporation, otherwise would have no avenue of redress for injuries caused by defective products. *Trailmobile's effort to obtain indemnification from co-defendants through the product-line exception subverts the policy considerations that prompted adoption of the rule.*
>
> ****792** [*Id.* 603 *A.*2d at 607 (emphasis added) (citations omitted).]

Similarly, in *Shorb v. Airco, Inc.,* 644 *F.Supp.* 923, 928 (E.D.Penn.1986), the court refused to permit a successor corporation to use the product-line exception to recover from an intermediate ***397** successor corporation after the plaintiffs had settled their claim. The court explained that allowing a successor corporation to use the product-line exception to recover from a prior successor corporation was "not contemplated, let alone mandated, by any of the cases on the product-line exception, the purpose of which is to compensate otherwise remedyless [sic] tort victims, not to preempt the role of contract in corporate successorships." *Id.* at 929. [1]

[1] The court did not decide whether Pennsylvania law or New Jersey law would govern, as it determined that under the laws of both states, the product-line exception was not available. 644 *F.Supp.* at 927.

Even if the Court is convinced that the product-line exception should remain as the law of this State, there is no justification for extending that exception to benefit corporate defendants. Once the plaintiff has recovered for his injuries, the policy considerations that prompted the adoption of the rule no longer exist. There is no connection between the public policy considerations in *Ramirez*-enabling an injured consumer to recover for his injuries-and the present case. Globe Food was not even in existence at the time the injury occurred. It acquired the predecessor corporation's assets two and one-half years after Mettinger's accident, one year after his lawsuit had been filed and six months after the statute of limitations for Mettinger to sue Globe Food had expired. Moreover, because Globe Food was not in existence at the time of Mettinger's accident, it could not have acted to avoid his loss.

Lowensten, on the other hand, could have acted to avoid the risk of harm to plaintiff. Lowensten sold and serviced the defective slicer to Mettinger's employer and provided the care and operation booklets. Lowensten knew where the slicer was located and, more significantly, at the time it sold the slicer to Mettinger's employer, it sold the same slicer to other customers, *but with* an interlock. Moreover, Lowensten could have protected itself by ***398** insisting on a contractual indemnity provision. However, it did not so do.

Underlying the product-line exception is the concept of fairness. Declining to expand the product-line exception to cover Globe Food does not impose any liability on Lowensten that did not already exist under New Jersey law. As a seller of a defective product, Lowensten is liable to the injured plaintiff. However, making Globe Food pay for an accident it did not cause and could not avoid provides a windfall to Lowensten and creates liability for Globe Food where none had previously existed. Such a result is unfair.

Because I would hold that the product-line exception is not available to benefit corporate defendants, I would not reach the other issues addressed by the Court. I would reverse the judgment of the Appellate Division.

COLEMAN, J., joins in this dissent.

For modification, affirmance and remandment-Chief Justice PORITZ and Justices HANDLER, POLLOCK, O'HERN, and STEIN-5.

For reversal-Justices GARIBALDI and COLEMAN-2.

All Citations

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History (3)

Direct History (3)

1. Mettinger v. W.W. Lowensten, Inc.
292 N.J.Super. 293 , N.J.Super.A.D. , July 16, 1996

Certification Granted by

2. Mettinger v. W.W. Lowensten, Inc.
149 N.J. 139 , N.J. , Apr. 24, 1997

AND Judgment Affirmed by

3. Mettinger v. Globe Slicing Mach. Co., Inc.
153 N.J. 371 , N.J. , May 14, 1998

Citing References (127)

Treatment	Title	Date	Type	Depth	Headnote(s)
Examined by	1. Falor v. G&S Billboard 2008 WL 539225, *5+ , D.N.J. This matter comes before the Court on three motions for summary judgment filed by Third Party Defendants American Piledriving Equipment, Inc. ("American Piledriving"), Bruco...	Feb. 27, 2008	Case		1 5 7 A.2d
Discussed by	2. Lefever v. K.P. Hovnanian Enterprises, Inc. 734 A.2d 290, 299+ , N.J. BUSINESS ORGANIZATIONS - Successor Liability. Purchaser of assets at bankruptcy sale may be subject to "product line" successor liability.	July 29, 1999	Case		8 11 12 A.2d
Discussed by	3. S.P. v. Collier High School 725 A.2d 1142, 1152+ , N.J.Super.A.D. EDUCATION - Torts. High school was entitled to file third-party action against township for indemnification.	Mar. 11, 1999	Case		14 15 A.2d
Discussed by	4. Nagim v. New Jersey Transit 848 A.2d 61, 68+ , N.J.Super.L. LITIGATION - Pleading. Affidavit of Merit Statute applied to third-party complaint requiring proof of professional negligence.	July 03, 2003	Case		16 A.2d
Discussed by	5. Mocco v. Frumento 2016 WL 8679253, *7+ , D.N.J. Pending before the Court are two pairs of motions to dismiss brought by Defendants Aegis Frumento ("Frumento") and Chicago Title ("CT") (collectively, "Defendants") (D.E. Nos. 65,...	Dec. 23, 2016	Case		13 14 A.2d
Discussed by	6. Hunt Const. Group, Inc. v. Hun School of Princeton 2010 WL 3724279, *23+ , D.N.J. This dispute arises out of a construction project ("the Project") completed by Plaintiff Hunt Construction Group, Inc. ("Hunt") on the campus of Defendant The Hun School of...	Sep. 16, 2010	Case		22 A.2d
Cited by	7. Silviera-Francisco v. Board of Educ. of City of Elizabeth 129 A.3d 1032, 1040 , N.J. EDUCATION - Seniority and Tenure. Decision of Commissioner of Education remanding case to ALJ was an interlocutory, nonappealable decision.	Jan. 27, 2016	Case		21 A.2d
Cited by	8. First Resolution Inv. Corp. v. Seker 795 A.2d 868, 874 , N.J. LITIGATION - Process. Proof of service certification did not need to state that certified mail was refused or not accepted	May 08, 2002	Case		21 A.2d

Treatment	Title	Date	Type	Depth	Headnote(s)
Cited by	**9. Wilson v. Wal-Mart Stores** 729 A.2d 1006, 1012 , N.J. LABOR AND EMPLOYMENT - Discrimination. If parties have provided for predecessor/successor liability for employment discrimination claims, court should give effect to such...	May 03, 1999	Case		24 A.2d
Cited by	**10. AHS Hospital Corporation v. Mainardi Management Company, LP** 2017 WL 2991874, *6 , N.J.Super.A.D. Plaintiff AHS Hospital Corporation (AHS) appeals from the dismissal of a complaint it filed in Morris County to seek indemnification and defense costs incurred in an action filed,...	July 14, 2017	Case		14 15 16 A.2d
Cited by	**11. DiGiovanni v. Saker ShopRites, Inc.** 2017 WL 2590133, *7 , N.J.Super.A.D. In this slip and fall lawsuit, the trial court dismissed the complaint on summary judgment. Plaintiffs appeal. We affirm. Plaintiff Deborah DiGiovanni was a cashier at the ShopRite...	June 14, 2017	Case		—
Cited by	**12. Kranz v. Schuss** 146 A.3d 647, 655 , N.J.Super.A.D. HEALTH - Multidistrict Litigation. Comparative fault, rather than pro tanto credit in amount of out-of-state settlement, would guide resolution of non-concurrent, multijurisdiction...	Aug. 31, 2016	Case		14 A.2d
Cited by	**13. Bianchi v. University of Medicine and Denistry of New Jersey, UMDNJ Public Safety Dept.** 2014 WL 8623330, *4 , N.J.Super.A.D. Plaintiff Peter E. Bianchi appeals from the dismissal, on summary judgment, of his complaint against the University of Medicine and Dentistry of New Jersey (UMDNJ) and the UMDNJ...	Apr. 17, 2015	Case		22 A.2d
Cited by	**14. Central Irrigation Supply, Inc. v. Polystar Products, Inc.** 2014 WL 6390568, *2+ , N.J.Super.A.D. Background: In multi-party litigation regarding the failure of irrigation pipe, allegedly caused by fact that pipe was made with resin not suitable for that purpose, pipe seller...	Nov. 18, 2014	Case		—
Cited by	**15. Bhuiyan v. Uddin** 2012 WL 300619, *2 , N.J.Super.A.D. In this breach of contract case, defendant Shahab Uddin appeals from a January 25, 2011 order denying his motion to vacate default judgment. We reverse, remand, and direct the...	Feb. 02, 2012	Case		22 A.2d
Cited by	**16. Midland Funding, L.L.C. v. Giambanco** 28 A.3d 831, 840 , N.J.Super.A.D. COMMERCIAL LAW - Debt Collection. Consent judgment between credit card debtor and issuer failed to sufficiently notify debtor of waiver of right to notice of wage execution.	Oct. 03, 2011	Case		21 A.2d

Treatment	Title	Date	Type	Depth	Headnote(s)
Cited by	**17. Stomel v. City of Camden** 2010 WL 3184395, *8 , N.J.Super.A.D. Defendant City of Camden appeals a judgment in favor of plaintiff Elliot S. Stomel on claims that his termination as a part-time municipal public defender in Camden violated 42...	Aug. 10, 2010	Case		—
Cited by	**18. In re DeProspo** 2010 WL 2471477, *3 , N.J.Super.A.D. Petitioner Anthony DeProspo appeals from a Civil Service Commission (Commission) determination upholding his termination from employment by respondent, City of Paterson. DeProspo...	June 18, 2010	Case		21 A.2d
Cited by	**19. Fioretti v. Cangialosi** 2009 WL 454333, *7 , N.J.Super.A.D. Third-party defendant, Irving Tobin, appeals from a $17,000.08 judgment entered against him in favor of third-party plaintiff, Thomas J. Cangialosi, on May 2, 2007 after a bench...	Feb. 25, 2009	Case		—
Cited by	**20. CentraState Healthcare System v. Canton** 2008 WL 2469362, *5+ , N.J.Super.A.D. Plaintiffs CentraState Healthcare System and CentraState Hospital appeal from the October 25, 2007 order, which dismissed their complaint against defendant Panifilo Canton, M.D. ...	June 19, 2008	Case		13 14 A.2d
Cited by	**21. Smith v. Life Partners, Inc.** 2007 WL 2847400, *11 , N.J.Super.A.D. Defendants, Sterling Trust Co. ("Sterling"), Life Partners, Inc. ("LPI"), and Life Partners Holdings, Inc. ("LPHI") are, respectively, a trust company and purchasing agents...	Oct. 03, 2007	Case		21 A.2d
Cited by	**22. South Hamilton Associates v. Fornaro** 2006 WL 3359436, *3 , N.J.Super.A.D. This matter arises from a summary dispossess action commenced by plaintiff, South Hamilton Associates, premised on the alleged failure of defendant, Maria Fornaro, to pay rent....	Nov. 21, 2006	Case		20 A.2d
Cited by	**23. Garzon v. Bd. of Review, Dept. of Labor** 850 A.2d 524, 529 , N.J.Super.A.D. LABOR AND EMPLOYMENT - Unemployment Compensation. Notice of good cause exception for filing a late appeal violated due process protections.	June 14, 2004	Case		—
Cited by	**24. Dilorio v. Structural Stone & Brick Co., Inc.** 845 A.2d 658, 664+ , N.J.Super.A.D. TORTS - Negligence. Six year statute of limitations applicable to tortious injury to real property governed action brought against stone supplier by homeowner.	Apr. 02, 2004	Case		23 A.2d

Treatment	Title	Date	Type	Depth	Headnote(s)
Cited by	**25. Arevalo v. Saginaw Machine Systems, Inc.** 782 A.2d 931, 935+ , N.J.Super.A.D. BUSINESS ORGANIZATIONS - Dissolution and Survival. Corporation surviving merger was directly liable for defective design and manufacture of product.	Oct. 26, 2001	Case		12 A.2d
Cited by	**26. Skyline Condominium Ass'n v. Falkin** 2001 WL 37066787, *17 , N.J.Super.A.D. This appeal and cross-appeal arise from dismissal of a complaint filed by a condominium association against the sponsor, general contractor, and architect of the building's...	Sep. 10, 2001	Case		—
Cited by	**27. New Jersey Dept. of Labor v. Pepsi-Cola Co.** 765 A.2d 760, 762 , N.J.Super.A.D. LABOR AND EMPLOYMENT - Hours and Wages. Commissioner of Labor had power to impose prejudgment interest on owed back wages.	Jan. 17, 2001	Case		20 21 22 A.2d
Cited by	**28. Kimball Intern., Inc. v. Northfield Metal Products** 760 A.2d 794, 804 , N.J.Super.A.D. TORTS - Contribution and Indemnity. Worker injured by chair could maintain indemnification claim against parts manufacturer despite judicial estoppel.	Oct. 24, 2000	Case		13 14 A.2d
Cited by	**29. State (County of Bergen) v. Polanca** 753 A.2d 1170, 1173 , N.J.Super.A.D. CRIMINAL JUSTICE - Bail. Bail forfeiture procedure did not violate corporate surety's right to procedural due process.	June 07, 2000	Case		21 A.2d
Cited by	**30. In re Public Service Elec. and Gas Company's Rate Unbundling, Stranded Costs and Restructuring Filings** 748 A.2d 1161, 1182+ , N.J.Super.A.D. ENERGY AND UTILITIES - Electricity. Deregulation order imposing stranded costs on commercial customer did not impair contract with utility.	Apr. 13, 2000	Case		20 21 A.2d
Cited by	**31. Priolo v. Compacker, Inc.** 728 A.2d 239, 246 , N.J.Super.A.D. PRODUCTS LIABILITY - Indemnity. Purchaser was not required to indemnify manufacturer for injury allegedly caused by design defect.	Apr. 12, 1999	Case		—
Cited by	**32. Potwora ex rel. Gray v. Grip** 725 A.2d 697, 702 , N.J.Super.A.D. BUSINESS ORGANIZATIONS - Successor Liability. Motorcycle helmet manufacturer was not liable for helmet manufactured by successor.	Mar. 18, 1999	Case		12 A.2d
Cited by	**33. Bordentown Real Estate Associates, LLC v. Director, Div. of Taxation** 24 N.J.Tax 561, 576 , N.J.Tax TAXATION - Real Property. Taxpayers had 90 days from the date of denial of mansion tax refund to bring appeal.	Mar. 17, 2009	Case		21 A.2d

Treatment	Title	Date	Type	Depth	Headnote(s)
Cited by	**34. Funai Elec. Co., Ltd. v. Daewoo Electronics Corp.** 616 F.3d 1357, 1381 , Fed.Cir.(Cal.) PATENTS - Computers and Electronics. Successor corporation was liable for default judgment entered against predecessor.	Sep. 01, 2010	Case		6 A.2d
Cited by	**35. BCB Bancorp, Inc. v. Progressive Casualty Insurance Co.** 2017 WL 4155235, *7 , D.N.J. The matter comes before the Court on Plaintiffs' motion for partial summary judgment (D.E. 119), and Defendant Progressive Casualty Insurance Co.'s (“Progressive” or “Defendant”)...	Sep. 18, 2017	Case		—
Cited by	**36. Tallman v. HL Corp.** 2015 WL 306964, *4 , D.N.J. This is an indemnification dispute, stemming from a products liability case. The central question in the litigation is whether a distributor of an allegedly defective product,...	Jan. 20, 2015	Case		14 A.2d
Cited by	**37. Schreck v. Wal-Mart Stores** 2010 WL 551435, *6 , D.N.J. TORTS - Premises Liability. Genuine issues of material fact precluded summary judgment on whether customer's claims were barred by statute of limitations.	Feb. 16, 2010	Case		—
Cited by	**38. Nettis v. Levitt** 1999 WL 386711, *2+ , S.D.N.Y. Pending is plaintiff Jules Nettis's ("Nettis") third application for leave to amend his complaint to add as defendants TCS Acquisition Corp. ("TCS"), Huntington Clothiers, Inc....	June 11, 1999	Case		—
Cited by	**39. Medzilla, Inc. v. SciStaff Services LLC** 2007 WL 1795602, *3 , W.D.Wash. Third-Party Defendant SciStaff Services LLC ("SciStaff") seeks dismissal of the claim filed against it by Defendant/Third-Party Plaintiff S.J. McKearney, Inc. ("McKearney...	June 20, 2007	Case		24 A.2d
Cited by	**40. The O'Brien Corp. v. Hunt-Wesson, Inc.** 1999 WL 126996, *8+ , Del.Ch. In this matter, the plaintiff O'Brien Corporation ("O'Brien") seeks a declaratory judgment: 1) that the defendant Hunt–Wesson, Inc. ("Hunt–Wesson") is the successor-by-merger...	Feb. 25, 1999	Case		24 A.2d
Cited by	**41. Washington Commons, LLC v. City of Jersey City** 2009 WL 137330, *6 , N.J.Super.A.D. Plaintiff, Washington Commons, LLC, appeals from the June 14, 2007 order of the Law Division dismissing its action in lieu of prerogative writs against defendants City of Jersey...	Jan. 22, 2009	Case		21 A.2d

Treatment	Title	Date	Type	Depth	Headnote(s)
Cited by	**42. New Jersey Dept. of Labor v. Pepsi-Cola** 2002 WL 187400, *84+ , N.J.Super.A.D. This appeal arises from an enforcement action brought by the Department of Labor which alleged that certain employees of Pepsi-Cola Company (Pepsi) were entitled to overtime wages...	Jan. 31, 2002	Case		20 21 22 A.2d
Cited by	**43. Gross v. Trustees of Columbia University In City of New York** 816 N.Y.S.2d 695, 695+ , N.Y.Sup. Defendant, MYERS POWER PRODUCTS, INC. (hereinafter "MYERS") filed a Motion to Dismiss pursuant to C.P.L.R. § 3211(a)(7) seeking the entry of an Order dismissing the first,...	Mar. 30, 2006	Case		7 12 A.2d
Cited by	**44. N.S., N.S., AND L.S., Petitioners, AMERICHOICE OF NEW JERSEY, INC., Respondent.** 2005 WL 2306886, *3 , N.J. Adm. Petitioners are minor children. Petitioners appeal the decision by AmeriChoice of New Jersey, Inc. ("respondent"), to decrease the amount of petitioners' Medicaid Early and...	Sep. 12, 2005	Administrative Decision		22 A.2d
Cited by	**45. DIVISION OF MEDICAL ASSISTANCE AND HEALTH SERVICES, Petitioner, v. EDWARD ANDUJAR, M.D., Respondent.** 2004 WL 2282019, *3 , N.J. Adm. Respondent appeals his suspension from programs administered in whole or in part by the Division of Medical Assistance and Health Services (DMAHS). By notice dated December 18,...	Aug. 13, 2004	Administrative Decision		—
Cited by	**46. IN THE MATTER OF THE PETITION OF SOUTH JERSEY GAS COMPANY FOR AUTHORIZATION TO CONSTRUCT AND OPERATE A 16-INCH DISTRIBUTION PIPELINE PURSUANT TO N.J.A.C. 14:7-1.4** 2017 WL 2957694, *4 , N.J.Bd.Reg.Com. On February 28, 2017, South Jersey Gas Company ("Petitioner" or "SJG"), a New Jersey public utility engaged in the business of purchasing, distributing, transporting, and selling...	June 30, 2017	Administrative Decision		21 A.2d
Mentioned by	**47. McAlonan v. Tracy** 2011 WL 6125, *6 , N.J.Super.A.D. On October 24, 2004, plaintiff James McAlonan was the driver of a 2003 Toyota Echo manufactured and sold by defendants Toyota Motor Corporation and Toyota Motor Sales, U.S.A., Inc....	Mar. 16, 2010	Case		—
Mentioned by	**48. Suarez v. Lee Industries** 2007 WL 2141505, *4 , N.J.Super.A.D. Plaintiff Luis Suarez was employed by third-party defendant Cosmetic Essence, Inc. (Cosmetic), a cosmetics manufacturing company. Suarez' job responsibilities included pouring...	July 27, 2007	Case		—
Mentioned by	**49. City of East Orange v. Kynor** 893 A.2d 46, 51 , N.J.Super.A.D. TAXATION - Collection. Remand was necessary to determine if published notice in tax foreclosure included full amount necessary to redeem property.	Mar. 10, 2006	Case		21 A.2d

Treatment	Title	Date	Type	Depth	Headnote(s)
Mentioned by	**50. Hodges v. Feinstein, Raiss, Kelin & Booker, LLC** 893 A.2d 21, 32 , N.J.Super.A.D. COMMERCIAL LAW - Consumer Credit. Landlord's law firm and attorney in summary dispossess actions can by subject to Fair Debt Collection Practices Act.	Mar. 08, 2006	Case		21 A.2d
Mentioned by	**51. Cavanaugh v. Skil Corp.** 751 A.2d 564, 594 , N.J.Super.A.D. PRODUCTS LIABILITY - Defects. Comparative negligence was not a viable defense to design defect claim.	July 09, 1999	Case		24 A.2d
Mentioned by	**52. Petersen v. AMSCO Engineering Service** 2005 WL 1712924, *3 , N.J.Super.L. This court denied defendant's motion for a judgment notwithstanding the verdict and in the alternative, a new trial. After careful review of the relevant case law, the Restatement...	July 21, 2005	Case		—
Mentioned by	**53. Gregory v. Acker Drilling** 2010 WL 1657520, *5 , N.J.Super.A.D. PRODUCTS LIABILITY - Industry Regulation. Expert's report, which lacked reference to industry standards, guidelines, and comparisons and did not explain facts in record, was a net...	Apr. 26, 2010	Case		10 A.2d
Mentioned by	**54. ANNE CHUILLI, Complainant, v. YACKER & GRANATA, P.C., AND LOUIS GRANATA, P.C., T/A GRANATA, WERNIK & ZACCARDI, Respondents.** 1999 WL 33882206, *12 , N.J. Adm. This matter arose on March 9, 1994, when the complainant, Anne Chuilli (Complainant), filed a verified complaint with the Division on Civil Rights (Division) alleging that the...	Oct. 07, 1999	Administrative Decision		—
—	**55. Liability of Successor Corporation for Injury or Damage Caused by Product Issued by Predecessor, Based on "Product Line" Successor Liability** 18 A.L.R.6th 629 This annotation collects and analyzes the cases in which courts have determined whether, and under what circumstances, a corporation may be liable for injury or damage caused by...	2006	ALR	—	5 7 11 12 24 A.2d
—	**56. Application of Relation Back Doctrine Permitting Change in Party After Statute of Limitations Has Run in State Court Action--Products Liability Cases** 93 A.L.R.6th 463 The "relation back" doctrine enables a plaintiff to correct a pleading error, by adding either a new claim or new party, after the statutory limitations period has expired. This...	2014	ALR	—	23 A.2d

Treatment	Title	Date	Type	Depth	Headnote(s)
—	**57. Products liability: consumer expectations test** 73 A.L.R.5th 75 This annotation collects and analyzes products liability cases that expressly refer to the "consumer expectations test" in rendering a decision about whether a manufacturer or...	1999	ALR	—	—
—	**58. Proportion of obligation enforceable by way of contribution between joint obligors** 64 A.L.R. 213 The general questions as to when a party who pays a joint obligation may enforce contribution from his co-obligors, and the aggregate amount as to which he is entitled to...	1930	ALR	—	18 A.2d
—	**59. s 433. Food and beverage machinery and equipment-Dicers, grinders, and slicers** Am. L. Prod. Liab. 3d, Prod. Citator	2017	Other Secondary Source	—	11 A.2d
—	**60. American Law of Products Liability 3d s 7:25, Exception based on product line continuation** The product line continuation theory, or product line theory, provides that when one corporation acquires all or substantially all of the manufacturing assets of another...	2017	Other Secondary Source	—	—
—	**61. American Law of Products Liability 3d s 7:26, Grounds for acceptance or rejection** The product line theory is based on the policies undergirding strict liability in tort and products liability law. Its justification is grounded on three considerations: (1) the...	2017	Other Secondary Source	—	—
—	**62. American Law of Products Liability 3d s 112:226, Slicers** An order denying the dealer's motion for a directed verdict on the plaintiff's strict liability claim was reversed in a negligence and strict liability action against the...	2017	Other Secondary Source	—	11 A.2d
—	**63. American Law of Torts s 18:116, Generally** This subdivision discusses the general issue of identification of a defendant or defendants in a products liability case, and parties in the chain of distribution of a defective...	2017	Other Secondary Source	—	1 2 A.2d
—	**64. 8 Causes of Action 2d 507, Cause of Action to Obtain Indemnity from Manufacturer or Supplier for Injury or Loss Caused by Defective Product** This article discusses an action by a user or seller of a defective product who has become liable for injuries caused by the product to obtain indemnity from the manufacturer of...	2017	Other Secondary Source	—	10 13 16 A.2d
—	**65. 18 Causes of Action 2d 391, Cause of Action in Strict Liability for Malfunction or Improper Design of Air Bag** This article addresses a cause of action in strict liability for injury or death resulting from the malfunction or improper design of an air bag system in a motor vehicle. Air bags...	2017	Other Secondary Source	—	2 A.2d

Treatment	Title	Date	Type	Depth	Headnote(s)
—	**66. Comparative Negligence Manual s 49:2, Strict and products piability** Under the 1995 amendments to the Comparative Negligence Act, the comparative negligence provisions are explicitly made applicable in strict liability actions, with strict liability...	2017	Other Secondary Source	—	—
—	**67. Corporate Counsel's Guide to Acquisitions & Divestitures s 8:9, Exceptions to the general rule-Product line theory** The case that first applied the product line exception is Ray v. Alad Corp., 19 Cal. 3d 22, 136 Cal. Rptr. 574, 560 P.2d 3 (1977) (rejected by, Nilsson v. Continental Mach. Mfg....	2017	Other Secondary Source	—	11 A.2d
—	**68. Dobbs Law of Torts s 477, Commercial distributors subject to liability** Dobbs Law of Torts	2017	Other Secondary Source	—	—
—	**69. Fletcher Cyclopedia Law of Private Corporations s 7123.30, In case of mere purchase or acquisition of another company's property-Products liability-Product line exception** Finding none of the usual exceptions by which liability may be imposed on a purchasing corporation, the California Supreme Court adopted the approach taken by the United States...	2017	Other Secondary Source	—	—
—	**70. Owen & Davis on Products Liability s 16:19, Successor corporations-Product line and continuity of enterprise exceptions** Due to the general rule of non-liability and narrowness of the standard four exceptions, a number of courts have applied one or both of two new exceptions to the general rule of...	2017	Other Secondary Source	—	7 8 11 A.2d
—	**71. Owen & Davis on Products Liability s 23:11, Express and implied obligations of indemnity-Implied indemnity based on relationship** The Restatement Third, Torts: Apportionment of Liability § 22 recognizes that a vicariously liable party, not otherwise independently liable, may obtain indemnity from the other...	2017	Other Secondary Source	—	7 11 A.2d
—	**72. Modern Tort Law: Liability and Litigation 2d s 27:72, To whom strict liability applies-In general** Modern Tort Law: Liability and Litigation 2d	2017	Other Secondary Source	—	1 2 A.2d
—	**73. New Jersey Model Civil Charges 5.40D-1, DESIGN DEFECT - GENERALLY (Approved 4/99; Revised 5/10)** New Jersey Model Civil Charges A design defect may be established by different methods. One method is the Consumer Expectations Test. Another method is applying the Reasonable Safer Design standard or the...	2010	Other Secondary Source	—	24 A.2d

Treatment	Title	Date	Type	Depth	Headnote(s)
—	**74. New Jersey Model Civil Charges 5.40D-3, DESIGN DEFECT - LEGAL TESTS OF PRODUCT DEFECT (Approved 4/99)** New Jersey Model Civil Charges Charge either (1) Consumer Expectations (in rare cases only), (2)(a) Reasonable Safer Design or (b) Risk-Utility Product Defect Analysis. If the Consumer Expectations charge is...	1999	Other Secondary Source	—	24 A.2d
—	**75. 2D N.J. Prac. Series N.J.R.E. 803(c)(26), Judgments Against Persons Entitled to Indemnity** N.J. Prac. Series (26) Judgments against persons entitled to indemnity. Rule 803(c)(26) follows N.J.Evid.R. 63(21) almost verbatim. The reference in the rule to the Joint Tortfeasors Contribution...	2017	Other Secondary Source	—	24 A.2d
—	**76. 40 N.J. Prac. Series s 23.12, Retroactive vs. prospective application of Supreme Court decisions** N.J. Prac. Series The Court has four options available to it in determining whether its decision should be applied retroactively: (1) make the new rule of law purely prospective, applying it only to...	2017	Other Secondary Source	—	24 A.2d
—	**77. 47 N.J. Prac. Series s 31:19, "Vouching in"; judgments against persons entitled to indemnity: N.J.R.E. 803(c)(26)** N.J. Prac. Series The common law "vouching-in" rule is codified in N.J.R.E. 803(c)(26). N.J.R.E. 803(c)(26) provides: Subject to N.J.R.E. 807 and except in a proceeding brought under the Joint...	2017	Other Secondary Source	—	23 24 A.2d
—	**78. 13C N.J. Prac. Series s 46:163, Spill Compensation and Control Act-Successor liability** N.J. Prac. Series It is often the case that contamination to real property is due to historic operations and past business practices of defunct corporations. An owner's liability for environmental...	2017	Other Secondary Source	—	5 7 A.2d
—	**79. 21A N.J. Prac. Series s 48:5, Buyer's and seller's goals and concerns** N.J. Prac. Series It is important at the outset for counsel to be aware of the specific business goals of the client regarding the proposed transaction and any specific concerns the client may have...	2017	Other Secondary Source	—	5 A.2d
—	**80. Products Liability Defenses IA, NEW JERSEY** Products Liability Defenses Eric L. Probst is a principal of Porzio, Bromberg & Newman in its Morristown, New Jersey, office. He is a member of the firm's Litigation Practice Group. He practices in the areas...	2013	Other Secondary Source	—	—

Treatment	Title	Date	Type	Depth	Headnote(s)
—	**81. Swartz, Hazardous Products Litigation s 3:6, Whom to sue** Before we begin the discussion of the potential defendants in a products liability case, a word of caution is in order. The final choice of defendants may be based largely on...	2017	Other Secondary Source	—	—
—	**82. Treatise on the Law of Corporations s 22:8, Successor corporation liability** As was seen earlier, a distinguishing feature of a business combination carried out as a merger or consolidation is that by operation of law the surviving corporation is subject to...	2017	Other Secondary Source	—	24 A.2d
—	**83. 46 Am. Jur. Proof of Facts 2d 313, Products Liability: Continuation of Business Enterprise or Product Line by Successor Corporation** Am. Jur. Proof of Facts 2d Under the traditional approach of the law of corporations, a corporation purchasing the assets of another does not, by reason of the purchase alone, become liable for the debts and...	2017	Other Secondary Source	—	5 A.2d
—	**84. 83 Am. Jur. Trials 1, Automobile Airbag Malfunction Litigation: Practice And Strategy** Am. Jur. Trials This article addresses trials based upon strict liability for injury or death resulting from the malfunction or improper design of an airbag system in a motor vehicle. Occupant...	2017	Other Secondary Source	—	—
—	**85. Am. Jur. 2d Contribution s 2, Indemnity distinguished** Am. Jur. 2d Contribution "Contribution" and "indemnification," although similar, are distinct and mutually exclusive remedies. A person who has a right of indemnity against another person does not have a...	2018	Other Secondary Source	—	—
—	**86. Am. Jur. 2d Contribution s 60, Contribution based on relative fault** Am. Jur. 2d Contribution In determining the right of a tortfeasor to contribution in a comparative negligence action, the pro rata shares of the common liability are to be determined in proportion to the...	2018	Other Secondary Source	—	18 A.2d
—	**87. Am. Jur. 2d Products Liability s 137, Grounds for acceptance or rejection** Am. Jur. 2d Products Liability The product line theory is based on the policies undergirding strict liability in tort and products liability law. Its justification is grounded on three considerations: (1) the...	2018	Other Secondary Source	—	7 A.2d
—	**88. Am. Jur. 2d Products Liability s 140, Effect of acquisition of goodwill and trade name, and representations to customers** Am. Jur. 2d Products Liability The acquisition of the goodwill and trade name of the predecessor, and representations by a successor to customers and potential customers that it is the same enterprise as its...	2018	Other Secondary Source	—	12 A.2d

Treatment	Title	Date	Type	Depth	Headnote(s)
—	**89. Am. Jur. 2d Products Liability s 907, Industry custom or government regulations** Am. Jur. 2d Products Liability Industry custom and government regulations may have a bearing on a manufacturer's duty to provide safety devices on a product. The custom of the trade, or a state statute, may...	2018	Other Secondary Source	—	—
—	**90. CJS Actions s 216, Claims and defenses to which rule against splitting causes of action applies** CJS Actions The rule against splitting a cause of action encompasses virtually all causes, claims, and defenses relating to a controversy, and at minimum requires all parties to a suit to...	2017	Other Secondary Source	—	14 15 A.2d
—	**91. CJS Constitutional Law s 1867, Essential requisites and sufficiency for due process determinations** CJS Constitutional Law Generally, applying the Due Process Clause is an uncertain enterprise which must discover what fundamental fairness consists of in a particular situation by first considering any...	2017	Other Secondary Source	—	20 A.2d
—	**92. CJS Corporations s 834, Liability of property or transferee** CJS Corporations Generally, liabilities of a predecessor corporation are not imposed on a successor corporation unless: (1) the successor expressly or impliedly assumes obligations of the...	2017	Other Secondary Source	—	5 A.2d
—	**93. CJS Corporations s 913, Torts** CJS Corporations Liability may be imposed upon a successor corporation for the tortious conduct of its predecessor, if there has been a merger or consolidation. After the merger, a predecessor...	2017	Other Secondary Source	—	—
—	**94. CJS Products Liability s 62, Entities in chain of distribution or placing product into stream of commerce** CJS Products Liability In the development of strict products liability, courts have extended liability to some nonsale transactions either by assimilating such transactions to sales or by declaring that...	2017	Other Secondary Source	—	2 A.2d
—	**95. CJS Products Liability s 78, Generally** CJS Products Liability Since the rule of strict liability in tort, that one who sells any product in a defective condition unreasonably dangerous to the user or consumer or to his or her property is...	2017	Other Secondary Source	—	7 A.2d

Treatment	Title	Date	Type	Depth	Headnote(s)
—	**96. "FREE AND CLEAR" BANKRUPTCY SALE ORDERS AND STATE LAW SUCCESSOR LIABILITY CLAIMS: THE OVERLOOKED QUESTION OF PREEMPTION** 25 Am. Bankr. Inst. L. Rev. 275 , 313 C1-2Table of Contents Introduction. 276 I. Theories of Successor Liability--State and Federal. 278 II. Leading Decisions Interpreting Section 363(f) Are Devoid of Preemption...	2017	Law Review	—	7 12 A.2d
—	**97. A TAXONOMY AND EVALUATION OF SUCCESSOR LIABILITY** 6 Fla. St. U. Bus. L. Rev. 9 , 148 Successor liability is an exception to the general rule that, when one corporate or other juridical person sells assets to another entity, the assets are transferred free and clear...	2007	Law Review	—	—
—	**98. CORPORATE PREDECESSOR LIABILITY FOR DEFECTIVE PRODUCTS** 25 J. Corp. L. 613 , 629+ I. Introduction. 613 II. Successor Liability. 614 A. The Traditional Rule. 614 B. The Expanded Continuation Exception. 615 C. The Product Line Theory. 616 D. Arguments...	2000	Law Review	—	8 12 24 A.2d
—	**99. THE RESTATEMENT (THIRD) OF TORTS: PRODUCTS LIABILITY AND NEW JERSEY LAW-NOT QUITE PERFECT TOGETHER** 50 Rutgers L. Rev. 2059 , 2149+ In this article, retired New Jersey Appellate Division Judge William A. Dreier provides an introduction to the interface between the Restatement (Third) of Torts: Products...	1998	Law Review	—	7 A.2d
—	**100. COMPARED TO WHAT? INSTRUCTING THE JURY ON PRODUCT DEFECT UNDER THE PRODUCTS LIABILITY ACT AND THE RESTATEMENT (THIRD) OF TORTS: PRODUCTS LIABILITY** 30 Seton Hall L. Rev. 273 , 303 Products liability litigation relating to mechanical devices has centered on the concept of design defect, specifically, the unreasonable failure of a manufacturer to take...	1999	Law Review	—	—
—	**101. REDESIGNING SUCCESSOR LIABILITY** 1999 U. Ill. L. Rev. 845 , 896 In his article, Professor Cupp takes a critical look at the current state of successor liability in products liability law. For many years, traditional corporate law principles...	1999	Law Review	—	12 A.2d
—	**102. CURE WITHOUT A DISEASE: THE EMERGING DOCTRINE OF SUCCESSOR LIABILITY IN INTERNATIONAL TRADE REGULATION** 31 Yale J. Int'l L. 127 , 188+ I. Introduction. 128 II. International Trade Regulation in Perspective. 130 III. Federal Law of Successor Liability. 134 A. State Law Foundations of Successor Liability. 136 ...	2006	Law Review	—	—

Treatment	Title	Date	Type	Depth	Headnote(s)
—	**103. Products Liability of Successor Corporations** This article provides a brief legal primer on the subject of products liability of successor corporations. It is not intended to be exhaustive, merely illustrative of the basic...	2017	Other Secondary Source	—	11 A.2d
—	**104. 34 NO 1 Corporate Counsel's Quarterly ART 3, Products Liability of Successor Corporations**	2018	Other Secondary Source	—	11 A.2d
—	**105. P 52,048 ATTORNEY SUBJECT TO FDCPA IN EVICTION PROCEEDINGS** Consumer Credit Guide An attorney who regularly filed dispossession actions against the tenants of his clients was subject to the FDCPA. The attorney sought the eviction of a tenant or in the...	2017	Other Secondary Source	—	21 A.2d
—	**106. O'BRIEN CORP. V. HUNT-WESSON, INC.** Plaintiff, an Indiana corporation, sought a declaratory judgment that (1) defendant is the successor-by-merger to a third party and is responsible for all of the third party's...	1999	Other Secondary Source	—	24 A.2d
—	**107. P 46,063 NANCY WILSON, PLAINTIFF-APPELLANT V WAL-MART STORES DBA SAM'S CLUB ET AL, DEFENDANTS-RESPONDENTS.** Employment Practices Guide	1999	Other Secondary Source	—	—
—	**108. P 205,960 PETER E. BIANCHI, PLAINTIFF-APPELLANT, V. UNIVERSITY OF MEDICINE AND DENISTRY OF NEW JERSEY, UMDNJ PUBLIC SAFETY DEPARTMENT, DEFENDANT-RESPONDENT.** Labor & Employment Law PETER E. BIANCHI, Plaintiff-Appellant, v. UNIVERSITY OF MEDICINE AND DENISTRY OF NEW JERSEY, UMDNJ PUBLIC SAFETY DEPARTMENT, Defendant-Respondent. No. A-5742-12T3.. Superior Court...	2015	Other Secondary Source	—	22 A.2d
—	**109. P 174,421 IN THE MATTER OF ANTHONY DEPROSPO, PATERSON.** Labor & Employment Law IN THE MATTER OF ANTHONY DEPROSPO, PATERSON. No. A—3172—08T3Superior Court of New Jersey, Appellate Division Submitted April 20, 2010 Decided June 18, 2010 On appeal from a Final...	2010	Other Secondary Source	—	21 A.2d
—	**110. P 46,063 NANCY WILSON, PLAINTIFF-APPELLANT V WAL-MART STORES DBA SAM'S CLUB ET AL, DEFENDANTS-RESPONDENTS.** Labor & Employment Law Nancy Wilson, Plaintiff-Appellant v Wal-Mart Stores dba Sam's Club et al, Defendants-Respondents. 76 EPD ¶ 46,063. Supreme Court of New Jersey. No A-185 September Term 1997. May 3,...	1999	Other Secondary Source	—	—

Treatment	Title	Date	Type	Depth	Headnote(s)
—	**111. P 1725.31 NEW JERSEY** The consumer expectations test applied to a design defect claim brought against the distributor of a food slicer. A convenience store worker's hand was injured by the slicer. The...	2017	Other Secondary Source	—	—
—	**112. P 1770.31 NEW JERSEY** A truck chassis manufacturer was liable in a design defect claim for a failure to install side lights and reflectors if the manufacturer should have foreseen that the chassis would...	2017	Other Secondary Source	—	—
—	**113. P 2245.31 NEW JERSEY** The current successor to a forklift manufacturer was potentially liable for an operator's injuries under the product line exception to the general rule of successor nonliability....	2017	Other Secondary Source	—	7 11 A.2d
—	**114. P 2310.31 NEW JERSEY** The estate of a worker whose fatal stomach and liver cancer was allegedly caused by benzene and hydrocarbons found in gasoline and petroleum products was allowed to show that the...	2017	Other Secondary Source	—	13 A.2d
—	**115. P 2840.31 NEW JERSEY** Federal safety standards establishing lighting and reflector requirements for motor vehicles, including trucks, were inapplicable to an incomplete truck chassis. The chassis was...	2017	Other Secondary Source	—	—
—	**116. P 3130.31 NEW JERSEY** A statute of limitations did not bar a distributor's right to seek contribution or indemnity from a successor to a food slicer manufacturer for a convenience store worker's hand...	2017	Other Secondary Source	—	11 13 A.2d
—	**117. P 8647 ZAIDA GARZON V. BD. OF REVIEW** Zaida Garzon v. Bd. of Review Superior Court of New Jersey, Appellate Division. No. A-3294-02T2, June 14, 2004. Zaida Garzon, appellant, pro se. Peter C. Harvey, Attorney General,...	2004	Other Secondary Source	—	20 A.2d
—	**118. 30 Andrews Asbestos Litigation Reporter 14, WHEN DO INDEMNITY CLAIMS FOR PRODUCT LIABILITY ACCRUE? AVOIDING TRAPS FOR THE UNWARY** 30 Andrews Asbestos Litig. Rep. 14 John R. Richards and Howard S. Suskin of Jenner & Block warn that commercial product suppliers should be aware of potential pitfalls when facing indemnity claims in common-law...	2008	Westlaw Journal	—	14 A.2d
—	**119. 27 Andrews Automotive Litigation Reporter 2, WHEN DO INDEMNITY CLAIMS FOR PRODUCT LIABILITY ACCRUE? AVOIDING TRAPS FOR THE UNWARY** 27 Andrews Automotive Litig. Rep. 2 John R. Richards and Howard S. Suskin of Jenner & Block warn that commercial product suppliers should be aware of potential pitfalls when facing indemnity claims in common-law...	2008	Westlaw Journal	—	14 A.2d

Treatment	Title	Date	Type	Depth	Headnote(s)
—	**120. 11 Andrews Drug Recall Litigation Reporter 11, WHEN DO INDEMNITY CLAIMS FOR PRODUCT LIABILITY ACCRUE? AVOIDING TRAPS FOR THE UNWARY** 11 Andrews Drug Recall Litig. Rep. 11 John R. Richards and Howard S. Suskin of Jenner & Block warn that commercial product suppliers should be aware of potential pitfalls when facing indemnity claims in common-law...	2008	Westlaw Journal	—	14 A.2d
—	**121. 28 Andrews Environmental Litigation Reporter 13, WHEN DO INDEMNITY CLAIMS FOR PRODUCT LIABILITY ACCRUE? AVOIDING TRAPS FOR THE UNWARY** 28 Andrews Envtl. Litig. Rep. 13 John R. Richards and Howard S. Suskin of Jenner & Block warn that commercial product suppliers should be aware of potential pitfalls when facing indemnity claims in common-law...	2008	Westlaw Journal	—	14 A.2d
—	**122. 15 Andrews Medical Devices Litigation Reporter 2, WHEN DO INDEMNITY CLAIMS FOR PRODUCT LIABILITY ACCRUE? AVOIDING TRAPS FOR THE UNWARY** 15 Andrews Med. Devices Litig. Rep. 2 John R. Richards and Howard S. Suskin of Jenner & Block warn that commercial product suppliers should be aware of potential pitfalls when facing indemnity claims in common-law...	2008	Westlaw Journal	—	14 A.2d
—	**123. 24 Andrews Pharmaceutical Litigation Reporter 11, WHEN DO INDEMNITY CLAIMS FOR PRODUCT LIABILITY ACCRUE? AVOIDING TRAPS FOR THE UNWARY** 24 Andrews Pharmaceutical Litig. Rep. 11 John R. Richards and Howard S. Suskin of Jenner & Block warn that commercial product suppliers should be aware of potential pitfalls when facing indemnity claims in common-law...	2008	Westlaw Journal	—	14 A.2d
—	**124. 19 Andrews Product Liability Litigation Reporter 2, WHEN DO INDEMNITY CLAIMS FOR PRODUCT LIABILITY ACCRUE? AVOIDING TRAPS FOR THE UNWARY** 19 Andrews Products Liab. Litig. Rep. 2 John R. Richards and Howard S. Suskin of Jenner & Block warn that commercial product suppliers should be aware of potential pitfalls when facing indemnity claims in common-law...	2008	Westlaw Journal	—	14 A.2d
—	**125. 23 Andrews Tobacco Industry Litigation Reporter 10, WHEN DO INDEMNITY CLAIMS FOR PRODUCT LIABILITY ACCRUE? AVOIDING TRAPS FOR THE UNWARY** 23 Andrews Tobacco Indus. Litig. Rep. 10 John R. Richards and Howard S. Suskin of Jenner & Block warn that commercial product suppliers should be aware of potential pitfalls when facing indemnity claims in common-law...	2008	Westlaw Journal	—	14 A.2d

Treatment	Title	Date	Type	Depth	Headnote(s)
—	**126. 26 Andrews Toxic Torts Litigation Reporter 13, WHEN DO INDEMNITY CLAIMS FOR PRODUCT LIABILITY ACCRUE? AVOIDING TRAPS FOR THE UNWARY** 26 ANTOXLR 13 John R. Richards and Howard S. Suskin of Jenner & Block warn that commercial product suppliers should be aware of potential pitfalls when facing indemnity claims in common-law...	2008	Westlaw Journal	—	14 A.2d
—	**127. 15 Delaware Corp. Law Update, Atty's Edition 18, THE O'BRIEN CORPORATION V. HUNT-WESSON INC.** 15 NO. 1 Del. Corp. L. Update Atty's Ed. 18+ No. 16562-NC, Delaware Chancery Court memo opinion, submitted 23 February 1999, decided 25 February. (Vice Chancellor Strine.) This was the Chancery Court's opinion granting...	1999	Westlaw Journal	—	24 A.2d