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NOTE: Where it is feasible, a syllabus (headnote) will be released, as is being done in connection with this case, at the time the opinion is issued. The syllabus constitutes no part of the opinion of the Court but has been prepared by the Reporter of Decisions for the convenience of the reader. See *United States v. Detroit Timber & Lumber Co.*, 200 U. S. 321, 337.

SUPREME COURT OF THE UNITED STATES

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BAKER ET AL. v. GENERAL MOTORS CORP.

CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR
THE EIGHTH CIRCUIT

No. 96–653. Argued October 15, 1997– Decided January 13, 1998

For fifteen of the years Ronald Elwell worked for respondent General Motors Corporation (GM), he was assigned to a group that studied the performance of GM vehicles. Elwell’s studies and research concentrated on vehicular fires, and he frequently aided GM lawyers defending against product liability actions. The Elwell-GM employment relationship soured in 1987, and Elwell agreed to retire after serving as a consultant for two years. Disagreement surfaced again when Elwell’s retirement time neared and continued into 1991. That year, plaintiffs in a Georgia product liability action deposed Elwell. The Georgia case involved a GM pickup truck fuel tank that burst into flames just after a collision. Over GM’s objection, Elwell testified that the truck’s fuel system was inferior to competing products. This testimony differed markedly from testimony Elwell had given as GM’s in-house expert witness. A month later, Elwell sued GM in a Michigan county court, alleging wrongful discharge and other tort and contract claims. GM counterclaimed, contending that Elwell had breached his fiduciary duty to GM. In settlement, GM paid Elwell an undisclosed sum of money, and the parties stipulated to the entry of a permanent injunction barring Elwell from testifying as a witness in any litigation involving GM without GM’s consent, but providing that the injunction “shall not operate to *interfere with the jurisdiction of the Court in . . . Georgia* [where the litigation involving the fuel tank was still pending].” (Emphasis added.) In addition, the parties entered into a separate settlement agreement, which provided that GM would not institute contempt or breach-of-contract proceedings against Elwell for giving subpoenaed testimony in another court or tribunal. Thereafter, the Bakers, petitioners here, subpoenaed Elwell to testify in their product liability action against GM, com-

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menced in Missouri state court and removed by GM to federal court, in which the Bakers alleged that a faulty GM fuel pump caused the vehicle fire that killed their mother. GM asserted that the Michigan injunction barred Elwell’s testimony. After *in camera* review of the Michigan injunction and the settlement agreement, the District Court allowed the Bakers to depose Elwell and to call him as a witness at trial, stating alternative grounds for its ruling: (1) Michigan’s injunction need not be enforced because blocking Elwell’s testimony would violate Missouri’s “public policy,” which shielded from disclosure only privileged or otherwise confidential information; (2) just as the injunction could be modified in Michigan, so a court elsewhere could modify the decree. Elwell testified for the Bakers at trial, and they were awarded \$11.3 million in damages. The Eighth Circuit reversed, ruling, *inter alia*, that Elwell’s testimony should not have been admitted. Assuming, *arguendo*, the existence of a public policy exception to the full faith and credit command, the court concluded that the District Court erroneously relied on Missouri’s policy favoring disclosure of relevant, nonprivileged information, for Missouri has an “equally strong public policy in favor of full faith and credit.” The court also determined that the evidence was insufficient to show that the Michigan court would modify the injunction barring Elwell’s testimony.

Held: Elwell may testify in the Missouri action without offense to the national full faith and credit command. Pp. 7–17.

(a) The animating purpose of the Constitution’s Full Faith and Credit Clause “was to alter the status of the several states as independent foreign sovereignties, each free to ignore obligations created under the laws or by the judicial proceedings of the others, and to make them integral parts of a single nation throughout which a remedy upon a just obligation might be demanded as of right, irrespective of the state of its origin.” *Milwaukee County v. M. E. White Co.*, 296 U. S. 268, 277. As to judgments, the full faith and credit obligation is exacting. A final judgment in one State, if rendered by a court with adjudicatory authority over the subject matter and persons governed by the judgment, qualifies for recognition throughout the land. See, e.g., *Matsushita Elec. Industrial Co. v. Epstein*, 516 U. S. 367, 373. A court may be guided by the forum State’s “public policy” in determining the law applicable to a controversy, see *Nevada v. Hall*, 440 U. S. 410, 421–424, but this Court’s decisions support no roving “public policy exception” to the full faith and credit due judgments, see, e.g., *Estin v. Estin*, 334 U. S. 541, 546. In assuming the existence of a ubiquitous “public policy exception” permitting one State to resist recognition of another’s judgment, the District Court in the Bakers’ action misread this Court’s precedent. Further, the Court has never

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placed equity decrees outside the full faith and credit domain. Equity decrees for the payment of money have long been considered equivalent to judgments at law entitled to nationwide recognition. See, e.g., *Barber v. Barber*, 323 U. S. 77. There is no reason why the preclusive effects of an adjudication on parties and those “in privity” with them, i.e., claim preclusion and issue preclusion, should differ depending solely upon the type of relief sought in a civil action. Cf., e.g., *id.*, at 87 (Jackson, J., concurring). Full faith and credit, however, does not mean that enforcement measures must travel with the sister state judgment as preclusive effects do; such measures remain subject to the even-handed control of forum law. See *McElmoyle ex rel. Bailey v. Cohen*, 13 Pet. 312, 325. Orders commanding action or inaction have been denied enforcement in a sister State when they purported to accomplish an official act within the exclusive province of that other State or interfered with litigation over which the ordering State had no authority. See, e.g., *Fall v. Eastin*, 215 U. S. 1. Pp. 7–13.

(b) With these background principles in view, this Court turns to the dimensions of the order GM relies upon to stop Elwell’s testimony and asks: What matters did the Michigan injunction legitimately conclude? Although the Michigan order is *claim* preclusive between Elwell and GM, Michigan’s judgment cannot reach beyond the Elwell-GM controversy to control proceedings against GM brought in other States, by other parties, asserting claims the merits of which Michigan has not considered. Michigan has no power over those parties, and no basis for commanding them to become intervenors in the Elwell-GM dispute. See *Martin v. Wilks*, 490 U. S. 755, 761–763. Most essentially, although Michigan’s decree could operate against Elwell to preclude him from *volunteering* his testimony in another jurisdiction, a Michigan court cannot, by entering the injunction to which Elwell and GM stipulated, dictate to a court in another jurisdiction that evidence relevant in the Bakers’ case— a controversy to which Michigan is foreign— shall be inadmissible. This conclusion creates no general exception to the full faith and credit command, and surely does not permit a State to refuse to honor a sister state judgment based on the forum’s choice of law or policy preferences. This Court simply recognizes, however, that, just as the mechanisms for enforcing a judgment do not travel with the judgment itself for purposes of Full Faith and Credit, and just as one State’s judgment cannot automatically transfer title to land in another State, similarly the Michigan decree cannot determine evidentiary issues in a lawsuit brought by parties who were not subject to the jurisdiction of the Michigan court. Cf. *United States v. Nixon*, 418 U. S. 683, 710. The language of the consent decree, excluding from its scope the then-pending Georgia action, is informative. If the Michigan order would

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have interfered with the Georgia court's jurisdiction, Michigan's ban would, in the same way, interfere with the jurisdiction of courts in other States in similar cases. GM recognized the interference potential of the consent decree by agreeing not to institute contempt or breach-of-contract proceedings against Elwell for giving subpoenaed testimony elsewhere. That GM ruled out resort to the court that entered the injunction is telling, for injunctions are ordinarily enforced by the enjoining court, not by a surrogate tribunal. Pp. 13–17.

86 F. 3d 811, reversed and remanded.

GINSBURG, J., delivered the opinion of the Court, in which REHNQUIST, C. J., and STEVENS, SOUTER, and BREYER, JJ., joined. SCALIA, J., filed an opinion concurring in the judgment. KENNEDY, J., filed an opinion concurring in the judgment, in which O'CONNOR and THOMAS, JJ., joined.