2012 IL App (1st) 120014-U

FIRST DIVISION
August 6, 2012

No. 1-12-0014

IN THE APPELLATE COURT
OF ILLINOIS
FIRST JUDICIAL DISTRICT

JOSEPH P. MURPHY and PATRICIA MURPHY, Plaintiffs-Appellants, v. MANCARI'S CHRYSLER PLYMOUTH, INC., a Corporation, Defendant-Appellee.	))))))))))	Appeal from the Circuit Court of Cook County No. 09 L 15806 Honorable Jeffrey Lawrence, Judge Presiding.

JUSTICE KARNEZIS delivered the judgment of the court.
Justices Hall and Rochford concurred in the judgment.

ORDER

¶ 1 HELD: In answer to the certified question posed by the circuit court on interlocutory appeal: Illinois law, rather than Michigan law, should govern issues of liability and damages in plaintiffs' negligence and strict liability action against defendants.

¶ 2 Plaintiffs Joseph and Patricia Murphy filed a personal injury action against defendant Mancari's Chrysler Plymouth, Inc. (Mancari's) stating claims for negligence

and strict liability for an accident that occurred in Michigan.[1] The circuit court ordered that Illinois law apply to issues of liability and damages. On defendant's motion, the court granted leave to file an interlocutory appeal pursuant to Illinois Supreme Court Rule 308 (eff. Feb. 1, 1994) and certified the following question for our review: "Whether Michigan law or Illinois law should govern issues of liability and damages in the above-captioned case, in light of the amendment to the complaint adding claims based upon strict liability in tort." We allowed defendant's petition for interlocutory appeal. In answer to the court's question, we find that Illinois law governs the liability and damages issues in this case. We remand to the circuit court for further proceedings in light of this determination.

¶ 3 Background

¶ 4 This case has been before the court on two previous occasions, for varying reasons. The following condensed factual background is taken primarily from our latest disposition, *Murphy v. Mancari's Chrysler Plymouth, Inc.*, 381 Ill. App. 3d 768 (2011) (*Murphy II*).

¶ 5 Plaintiffs are Illinois residents. They bought a Chrysler Sebring convertible automobile in Illinois from Mancari's, an Illinois corporation with its principal place of business in Illinois. In 2005, Joseph sustained permanent spinal cord injuries when the Sebring rolled over while he was driving it. The drive originated in Illinois but the accident occurred in Michigan, on the way to plaintiffs' weekend home in Michigan. The

[1] Mancari's Chrysler Plymouth, Inc., is now Mancari's Chrysler Jeep, Inc.

accident occurred when Joseph fell asleep at the wheel after having taken a sleeping pill at a rest stop in Michigan approximately an hour before he was to reach his Michigan vacation home.

¶ 6 In 2006, plaintiffs filed a personal injury action in the circuit court of Cook County against Mancari's and DaimlerChrysler Corporation (Chrysler), case No. 06 L 9445.[2] Chrysler, the manufacturer of the vehicle, is a Michigan corporation with its principal place of business in Michigan. It designed, manufactured and tested the car in Michigan. Plaintiffs asserted strict liability claims against Chrysler and Mancari's and a negligence claim against Mancari's.

¶ 7 The court dismissed the strict liability claim against Mancari's pursuant to section 2-621 of the Illinois Code of Civil Procedure (735 ILCS 5/2-621 (West 2006)), because Mancari's was not the manufacturer of the Sebring and had certified that Chrysler was the manufacturer. In *Murphy v. Mancari's Chrysler Plymouth, Inc.*, 381 Ill. App. 3d 768 (2008) (*Murphy I*), a decision largely irrelevant to the question at bar, we answered a certified question posed by the court regarding an exception to the section 2-621 mandatory dismissal and remanded for further proceedings. The case went forward solely on the strict liability claim against Chrysler and the negligence claim against Mancari's.

¶ 8 In April 2009, Chrysler filed for bankruptcy protection in the United States

[2] DaimlerChrysler Corporation became Chrysler LLC and, subsequently, after it declared bankruptcy, became Old Carco LLC. For ease of use, we will refer to this corporate entity as Chrysler. It is not a party to this action.

Bankruptcy Court and the case was stayed pending resolution of the bankruptcy. In December 2009, the circuit court granted plaintiffs' motion to sever their claims against Mancari's from their claims against Chrysler. It assigned plaintiffs' suit against Mancari's a new case number, No. 09 L 15806, and continued with the case, which then consisted of only the negligence count against Mancari's. Plaintiffs' strict liability action against Chrysler remains stayed and pending under the original case number.

¶ 9 Plaintiffs requested that the circuit court determine whether Michigan or Illinois law applied to its negligence claim against Mancari's, given that the claim against Chrysler had been severed. Plaintiffs' complaint alleged that Mancari's, acting through its agents before the occurrence, was negligent in "failing to warn [plaintiffs] that their vehicle was not equipped with a sufficient roll bar or other devices to protect a driver from traumatic injuries in a reasonably foreseeable rollover." In July 2010, the court determined that Michigan law applied to the liability and damages issues. It allowed plaintiffs leave to seek an interlocutory appeal and certified the following question for this court's review: "Whether Michigan law or Illinois law on the issues of liability and damages govern this case." In *Murphy II*, we answered the certified question, finding that Illinois law governed the liability and damages issues in the negligence case, and remanded to the circuit court for further proceedings.

¶ 10 With leave of court, plaintiffs filed an amended complaint reinstating their strict product liability claim against Mancari's. Mancari's moved for a determination of the applicable law, asserting that reinstatement of the strict product liability claim changed

the choice-of-law analysis because the places of design, manufacture and testing of the Sebring, all of which occurred in Michigan, were now implicated. Finding our decision in *Murphy II* still controlling, the court held that Illinois law applied to the case.

¶ 11 The court granted Mancari's request for leave to file an interlocutory appeal pursuant to Illinois Supreme Court Rule 308. It certified the following question for our review: "Whether Michigan law or Illinois law should govern issues of liability and damages in the above-captioned case, in light of the amendment to the complaint adding claims based upon strict liability in tort."

¶ 12 We allowed Mancari's petition for interlocutory appeal. An interlocutory appeal pursuant to Supreme Court Rule 308 is limited to the question certified by the circuit court, which is a question of law that we review *de novo*. *Townsend v. Sears, Roebuck and Co.*, 227 Ill. 2d 147, 153 (2007).

¶ 13 Analysis

¶ 14 In *Murphy II*, we determined that Illinois law applied to issues of liability and damages arising from plaintiffs' negligence claim against Mancari's. *Murphy II*, 408 Ill. App. 3d at 732. Here, we are concerned with the same choice-of-law issue, but in the context of not only a negligence claim but also of a strict product liability claim. The question is whether plaintiff's reinstatement of the strict product liability count changes our previous holding that Illinois law governs the liability and damages issues in the case.

¶ 15 Mancari's argues that this is not the same case that we decided in *Murphy II* and

Michigan law should apply. It asserts that plaintiffs, by reviving their strict liability claim against Mancari's, now call into issue the design and manufacture of the Sebring by Chrysler in Michigan. Mancari's posits that the Illinois relationship is, therefore, no longer as pivotal as we found it to be in *Murphy II* and the circuit court erred in finding Illinois law applied in this case.

¶ 16 Plaintiffs responds that Illinois law should apply because Illinois and Michigan law differ dramatically on the damages and liability issues in this case, particularly because Michigan has no strict liability, and to apply Michigan's law would require proof not only that the product was defective but also of negligence and the existence of a feasible alternative design. Plaintiffs also assert that the addition of the strict liability claim makes no difference in the result of the choice-of-law analysis because, in strict liability, the focus is on the condition of the product and, therefore, the conduct of the non-party designer in Michigan is of no moment to plaintiffs' burden of proof or the conflict of laws analysis.

¶ 17 A choice-of-law determination is only required if a difference in law will affect the outcome of a case. *Townsend*, 227 Ill. 2d at 155; *Murphy II*, 408 Ill. App. 3d at 725. As we explained in *Murphy II*, a choice-of-law determination was required in that case because conflicts exist between Illinois law and Michigan law regarding liability and damages which could affect the outcome of plaintiffs' negligence claim. *Murphy II*, 408 Ill. App. 3d at 725 (following *Townsend*, 227 Ill. 2d at 156). The same conflicts apply in the context of plaintiff's strict liability claim.

¶ 18 The first conflict is between Illinois' strict liability standard and Michigan's negligence standard for product liability actions based on defective design. *Townsend*, 227 Ill. 2d at 156. Illinois has a rule of strict liability in tort for product design defects while Michigan imposes a pure negligence standard for defective design product liability actions. *Townsend*, 227 Ill. 2d at 156. To prove product liability in Illinois, a plaintiff need only prove the product was unreasonably dangerous but, in Michigan, the plaintiff must prove he was injured as a result of the defendant's negligence, the product was not reasonably safe when it left the defendant's control and a technically feasible alternative production practice was available. *Gregory v. Cincinnati Inc.*, 450 Mich. 1, 11–12, 538 N.W.2d 325 (1995). The difference lies in the concept of fault: in Illinois, a defendant’s inability to know or prevent a risk is not a defense because he is strictly liable; while, in Michigan, the same finding would preclude a negligence finding because the standard of care is established by other manufacturers in the industry. *Townsend*, 227 Ill. 2d at 156.

¶ 19 The second conflict concerns compensatory damages. *Townsend*, 227 Ill. 2d at 156. Illinois has no statutory cap on compensatory damages for noneconomic injuries while Michigan imposes a $500,000 cap on noneconomic damages in product liability actions. *Townsend*, 227 Ill. 2d at 156. The choice-of-law would clearly impact the outcome of the liability and damages issues in both the negligence case and the strict liability case. We must, therefore, conduct a choice-of-law analysis of plaintiffs' claims. See *Townsend*, 227 Ill. 2d at 156 (Illinois supreme court analyzed the same question as

at issue here: whether Illinois law or Michigan law should govern liability and damages issues presented in strict product liability and negligence action).

¶ 20 Illinois is the forum state and its choice-of-law rules, which follow the methodology set forth in the Restatement (Second) of Conflict of Laws (Second Restatement), control the choice-of-law determination. *Murphy II*, 408 Ill. App. 3d at 725 (citing *Townsend*, 227 Ill. 2d at 155). Under section 146 of the Second Restatement, the law of the state where the accident or injury occurred will apply in a case involving personal injury, " 'unless, with respect to the particular issue[s], some other state has a more significant relationship under the principles stated in § 6 to the occurrence and the parties, in which event the local law of the other state will be applied.' " *Murphy II*, 408 Ill. App. 3d at 725 (quoting Restatement (Second) of Conflict of Laws §146 (1971)); *Townsend*, 227 Ill. 2d at 164-65.

¶ 21 As we found in *Murphy II*, because plaintiffs' accident and personal injury occurred in Michigan, we must presume that the law of Michigan applies to the liability and damages issues in the case at bar. *Murphy II*, 408 Ill. App. 3d at 725. We next turn to the question of whether Illinois has a more significant relationship with the parties and the dispute such that Illinois law should apply to the issues rather than Michigan law, as presumed given the place of injury.

¶ 22 To determine the "significant relationship," section 146 directs us to section 6(2) of the Second Restatement, which sets out the following principles relevant to a choice-of-law determination:

"(a) the needs of the interstate and international systems,

(b) the relevant policies of the forum,

(c) the relevant policies of other interested states and the relevant interests of those states in the determination of the particular issue,

(d) the protection of justified expectations,

(e) the basic policies underlying the particular field of law,

(f) certainty, predictability and uniformity of result, and

(g) ease in the determination and application of the law to be applied."

Restatement (Second) of Conflict of Laws § 6(2) (1971); *Murphy II*, 408 Ill. App. 3d at 726; *Townsend*, 227 Ill. 2d at 159.

¶ 23 Pursuant to *Townsend*, we need not perform a detailed analysis of all seven of the section 6(2) general principles in a personal injury action such as this. *Murphy II*, 408 Ill. App. 3d at 730; *Townsend*, 227 Ill. 2d at 169-70. With respect to the identified conflicts between Michigan and Illinois law in the areas of liability and damages relevant here, we need only consider section 6(2)(b), the relevant policies of the forum; section 6(2)(c), the relevant policies of other interested states and the relevant interests of those states in the determination of the particular issue; and section 6(2)(e), the basic policies underlying the particular field of law. *Murphy II*, 408 Ill. App. 3d at 730 (following *Townsend*, 227 Ill. 2d at 170).

¶ 24 Further, because this is a tort case, we must consider the section 6 principles in conjunction with the factual contacts or connecting factors set forth in section 145 of the

Second Restatement. *Murphy II*, 408 Ill. App. 3d at 726. Section 145 reiterates that parties' rights and liabilities regarding a tort issue must be " 'determined by the local law of the state which, with respect to that issue, has the most significant relationship to the occurrence and the parties under the principles stated in § 6.' " *Murphy II*, 408 Ill. App. 3d at 726 (quoting Restatement (Second) of Conflict of Laws §145(1) (1971)); *Townsend*, 227 Ill. 2d at 160-61. Section 145 sets forth the following

> "[c]ontacts to be taken into account in applying the principles of § 6 to determine the law applicable to an issue include:
>
> (a) the place where the injury occurred,
>
> (b) the place where the conduct causing the injury occurred,
>
> (c) the domicile, residence, nationality, place of incorporation and place of business of the parties, and
>
> (d) the place where the relationship, if any, between the parties is centered.
>
> These contacts are to be evaluated according to their relative importance with respect to the particular issue." Restatement (Second) of Conflict of Laws §145(2) (1971).

¶ 25 It makes no difference whether a court first looks at the section 6(2) general principles or at the section 145(2) contacts because " '[i]n either case the Second Restatement's goal is the same - to ensure that a court is not merely "counting contacts," and that each contact is meaningful in light of the policies sought to be

vindicated by the conflicting laws.' " *Murphy II*, 408 Ill. App. 3d at 727 (quoting *Townsend*, 227 Ill. 2d at 168). A separate choice-of-law determination is required for each of plaintiff's two counts because "the choice-of-law principles outlined in section 6 are effectively applied only to the facts of an individual case."[3] *Townsend*, 227 Ill. 2d at 161.

¶ 26 Here, we have two torts at issue: negligence and strict liability. In *Murphy II*, we performed a choice-of-law analysis of plaintiff's negligence claim and found that Illinois law applied to the damages and liability issues of the claim. Nothing has changed with regard to that claim and our finding was not challenged. Accordingly, our finding that Illinois law applies to the negligence claim stands. This leaves us to perform a choice-of-law analysis of plaintiffs' strict product liability claim.

¶ 27 Under common law, all entities in the distributive chain of an allegedly defective product, including sellers such as Mancari's, are strictly liable in product liability actions for injuries resulting from that product. *Murphy I*, 381 Ill. App. 3d at 772-73 (citing *Kellerman v. Crowe*, 119 Ill. 2d 111, 113 (1987)). This liability is predicated on a finding that the product is unreasonably dangerous, regardless of fault. *Murphy I*, 381 Ill. App. 3d at 773. The focus is on the product, "on the determination of whether a product is unreasonably dangerous, on the question of 'whether the product in its present state,

[3] Arguably, a court can apply the laws of different states to various issues. *Burlington Northern and Santa Fe Railway Co. v. ABC-NACO*, 389 Ill. App. 3d 691, 703 (2009) (applying Arizona product liability law to the merits of the case and Illinois law to the setoff issue in the case).

without installation of optional safety devices, is dangerous because it fails to perform in the manner reasonably to be expected in light of its nature and intended function.' " *Murphy I*, 381 Ill. App. 3d at 773 (quoting *Miller v. Dvornik*, 149 Ill. App. 3d 883, 888 (1986)).

¶ 28 Any seller who puts a defective product, *i.e.*, an unreasonably dangerous product, into the stream of commerce runs the risk of being held strictly liable for injuries caused by the product, regardless of whether the seller actually knew of the defect, contributed to the defect or failed to discover the defect. *Murphy I*, 381 Ill. App. 3d at 773. The policy consideration underlying strict liability is that the loss caused by unsafe products should be borne by those who create the risk of harm by participating in the distribution of unsafe products and derive economic benefit from placing those products in the stream of commerce. *Graham v. Bostrom Seating, Inc.*, 398 Ill. App. 3d 302, 306 (2010) (quoting *Hebel v. Sherman Equipment*, 92 Ill. 2d 368, 378-79 (1982)). Any seller who puts a defective product into the stream of commerce runs the risk of being held strictly liable for injuries caused by the product, regardless of whether the seller actually knew of the defect, contributed to the defect or failed to discover the defect. *Murphy I*, 381 Ill. App. 3d at 773.

¶ 29 As noted previously, this is a personal injury action and, therefore, the presumption is that the law of the place of injury, *i.e.*, Michigan law, will apply to plaintiffs' strict liability claim unless Illinois has a more significant relationship with the action under the section 6(2) principles with respect to the identified conflicts between

Michigan and Illinois law in context with the section 145 contacts in this strict liability claim. *Townsend*, 227 Ill. 2d at 168; *Murphy II*, 408 Ill. 2d at 727. The section 145 contacts are to be weighed " 'according to their relative importance with respect to the particular issue.' " *Wreglesworth ex rel. Wreglesworth v. Arctco, Inc.*, 316 Ill. App. 3d 1023, 1031 (2000) (quoting Restatement (Second) of Conflict of Laws § 145 (1971)).

¶ 30 The first section 145 contact we must consider is the place of the injury. *Murphy II*, 408 Ill. 2d at 727. The injury/rollover accident occurred in Michigan. However, as we found in *Murphy II*, the place of the injury is not an important contact here because it was fortuitous. *Murphy II*, 408 Ill. 2d at 728. Granted Joseph's presence in Michigan was not fortuitous given that he was on his way to a home he owned in Michigan. *Murphy II*, 408 Ill. 2d at 727-28. But his rollover accident was fortuitous because it could have happened anywhere and the place of injury is, therefore, not an important consideration here. *Murphy II*, 408 Ill. 2d at 728. The fact that the claim under examination is one of strict liability rather than negligence makes no difference in this determination - the injury is the same.

¶ 31 Second, we look to the place where the conduct causing the injury occurred. *Murphy II*, 408 Ill. 2d at 728. Plaintiffs alleged Mancari's was strictly liable for selling them an unreasonably dangerous product. Since Mancari's sold the Sebring to plaintffs in Illinois and thus introduced it into the stream of commerce in Illinois, necessarily this conduct causing the injury occurred in Illinois. The strict liability claim calls into question the design and manufacture of the allegedly defective Sebring, which occurred in

Michigan. Also, Mancari's raised affirmative defenses claiming Joseph's ingestion of the sleeping pill in Michigan caused the rollover and his injuries. Our consideration of section 145 injury-causing conduct "includes all conduct from any source contributing to the injury." *Murphy II*, 408 Ill. 2d at 728-29. Given that conduct causing injury occurred in both Illinois and Michigan, this contact is a wash.

¶ 32 Third, we look to the domicile, residence, place of incorporation, and place of business of the parties. *Murphy II*, 408 Ill. 2d at 729. As we held in *Murphy II*, this contact favors Illinois because both the plaintiffs and Mancari's reside in Illinois. *Murphy II*, 408 Ill. 2d at 729. Chrysler is the Michigan corporation which designed, tested and manufactured the Sebring in Michigan. But, the case having been severed, Chrysler is not a party to this action and its contacts are, therefore, irrelevant. *Burlington Northern and Santa Fe Railway Co. v. ABC-NACO*, 389 Ill. App. 3d 691, 701 (2009).

¶ 33 Lastly, we look at the place where the relationship, if any, between the parties is centered. *Murphy II*, 408 Ill. 2d at 729. The only parties here are plaintiffs and Mancari's. The relationship between plaintiffs and Mancari's arose from Joseph's purchase of the Sebring from Mancari's in Illinois. Illinois is where Mancari's put the Sebring into the stream of commerce, the act underlying its potential liability in this strict product liability action. Again, Chrysler is not a party and has no relationship with plaintffs. Accordingly, this contact favors Illinois.

¶ 34 In sum, the first section 145 contact favors Michigan, albeit not significantly; the

second contact is a wash, favoring neither Illinois nor Michigan; the third contact favors Illinois; and the fourth contact favors Illinois. So, if we were "counting contacts," Illinois would come out ahead. However, these contacts do not, without more, override our presumption that the law of Michigan, the state where the injury occurred, governs the substantive issues presented in the case. *Townsend*, 227 Ill. 2d at 169*; Murphy II*, 408 Ill. 2d at 730. Instead, we now must consider the section 145 contacts in light of the three relevant section 6(2) principles.

¶ 35 With respect to the two conflicts between Illinois and Michigan law regarding strict liability and damages, we must consider the relevant policies of the forum (section 6(b)); the relevant policies of the other interested states and relative interests of those states in the determination of the particular issue (section 6(c)); and the basic policies underlying the particular field of law (section 6(e)). *Murphy II*, 408 Ill. 2d at 730 (following *Townsend*, 227 Ill. 2d at 169-70)). We must keep in mind that, although states do refuse to enforce foreign law that is particularly obnoxious to them, the mere fact that a difference in law exists on some points is not enough to overcome the presumption that the law of the place of injury applies. *Townsend*, 227 Ill. 2d at 170.

¶ 36 The first conflict is between Illinois and Michigan law on strict liability. Illinois allows strict liability in tort; Michigan does not. *Townsend*, 227 Ill. 2d at 170-71. This does not mean that Illinois is more "pro-consumer" than Michigan. *Townsend*, 227 Ill. 2d at 171. Michigan's interest in regulating culpable conduct within its borders, inducing the design of safer products and deterring future misconduct is just as strong as Illinois'

interest in regulating that same conduct within its own borders. *Townsend*, 227 Ill. 2d at 171. However, the policies underlying how each state accomplishes this are vastly different.

¶ 37 Michigan's negligence standard accomplishes this by rewarding the careful manufacturer and punishing the careless one. *Townsend*, 227 Ill. 2d at 171. Its negligence system produces a greater incentive to design safer products, rewarding careful and safe design with fewer claims and lower insurance premiums. *Townsend*, 227 Ill. 2d at 171.

¶ 38 In contrast, the policy underlying Illinois' strict liability law is " 'that the loss caused by unsafe products should be borne by those who create the risk of harm by participating in the manufacture, marketing[,] and distribution of unsafe products [and by those] who derive economic benefit [personal profit or other benefit] from placing [the products] in the stream of commerce.' " *Graham*, 398 Ill. App. 3d at 306 (quoting *Hebel*, 92 Ill. 2d at 378-79)). Recognizing that the ultimate loss caused by a defective product will be borne through indemnification by the party that creates the defect, "the public policy concern is really who, between the injured user and the seller, should bear the initial loss." *Graham*, 398 Ill. App. 3d at 307 (quoting *Crowe v. Public Building Commission of Chicago*, 74 Ill. 2d 10, 13-14 (1978). The seller is in the position "to prevent a defective product from entering the stream of commerce", can influence a manufacturer to provide a safe product and "is generally better able to bear and distribute any loss resulting from injury caused by a defective product." *Graham*, 398 Ill.

App. 3d at 307 (quoting *Crowe,* 74 Ill. 2d at 13-14)).

¶ 39 The second conflict is between Illinois and Michigan law regarding damages. Illinois has no damage cap while Michigan imposes a $500,000 damage cap. *Murphy II*, 408 Ill. 3d at 156.

¶ 40 Taking the section 145 contacts and section 6 principles into account, we find Illinois's interest in the litigation is superior to that of Michigan and overrides the presumption that the law of Michigan, where the injury occurred, applies to the strict liability claim.

¶ 41 The relationship at issue centers upon Mancari's sale of an allegedly defective product. It concerns an Illinois plaintiff pursuing an Illinois seller for injuries which fortuitously occurred in Michigan and were caused by a defective product that was put into the stream of commerce in Illinois. The point of Illinois' doctrine of strict liability is to protect its residents by shifting the immediate burden of an injury caused by a defective product to the seller, who can better bear the initial loss than the consumer and was in the better position to prevent the product from being put into the stream of commerce. *Graham*, 398 Ill. App. 3d at 307 (quoting *Crowe,* 74 Ill. 2d at 13-14)).

¶ 42 Illinois' policy is intended to prevent unsafe products from being put into the stream of commerce by focusing on the economic ramifications resulting from defective products, regardless of fault, by assigning liability to any entity that participated in distribution of that product and derived benefit from placing it into the stream of commerce. The fact that Illinois has no damage cap, ensuring that an injured Illinois

consumer will receive a full monetary recovery for his injuries while the seller suffers the punishment of bearing the full initial loss of the consumer's injuries because it failed to protect the consumer, reinforces this policy.

¶ 43 In contrast, Michigan's liability policy focuses on the creation of safer products with full consideration of fault and less regard for the economic ramifications to an injured consumer. This is reinforced by the fact that Michigan limits tort damages to $500,000. There is no question that Michigan and Illinois each has a legitimate interest in the remedies afforded its residents, in deterring the manufacture and distribution of defective products in its state and in protecting its citizens from those defective products. " 'Every state has an interest in compensating its domiciliaries for their injuries. But tort rules which limit liability are entitled to the same consideration when determining choice-of-law issues as rules that impose liability.' " *Townsend*, 227 Ill. 2d at 172 (quoting *Malena v. Marriott International, Inc.*, 264 Neb. 758, 769 (2002).

¶ 44 But, if we apply Michigan law to plaintiff's strict liability claim, the result will be that an Illinois consumer injured by the actions of an Illinois seller of a defective product put into the Illinois stream of commerce will not receive the protections of Illinois' law. There is no question that both Michigan and Illinois have a significant relationship with the strict liability action. But, unlike in *Townsend*, the plaintiff here is an Illinois resident and, overall, Illinois's interest in this litigation is greater than that of Michigan. As we found in *Murphy II* in regard to the negligence claim, the interest of Illinois in providing a remedy for Illinois residents who have been injured by another Illinois resident

outweighs Michigan's interest in limiting tort recoveries. Illinois' relationship with the strict product liability action is significant enough to displace the presumption that Michigan law should apply.

¶ 45 The certified question posed by the circuit court is: “Whether Michigan law or Illinois law should govern issues of liability and damages in the above-captioned case, in light of the amendment to the complaint adding claims based upon strict liability in tort." We answer the question as follows: Illinois law governs the liability and damages issues in this case.

¶ 46 Certified question answered; cause remanded.