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JOINT AND SEVERAL LIABILITY AND CONTRIBUTION LAWS IN ALL 50 STATES

Generally

Contribution, subrogation, and indemnity are confusing legal subjects and often mistakenly conflated and confused for one another. Indemnity and subrogation are common law concepts which are not allowed when the payments are voluntary. Contribution between joint tortfeasors has become an action controlled by state statute in most states. In contribution claims, a liability payment made by a tortfeasor's insurer (either due to judgment or settlement) is recovered from a co-tortfeasor who did not contribute to the original settlement or judgment. It is triggered by joint wrongdoing by co-tortfeasors. Most states have determined that contribution from a co-tortfeasor is not allowed when there is a settlement which does not extinguish the liability of the co-tortfeasor. Most states allow a contribution claim against a co-tortfeasor who was not a party to the lawsuit when there is a judgment. However, some do not.

The concept of contribution among tortfeasors and the differences between joint, several, and joint and several liability are closely related and equally confusing. Joint and several liability law is intended to address the inequities resulting from a tortfeasor being insolvent or unable or unwilling to pay for damages it causes. When that happens, either the other defendants or the plaintiff must pay for the insolvent, non-paying defendant's share. States have different methods of dealing with that situation. The "joint" in joint and several was originally only a procedural device that allowed defendants to be joined in a single lawsuit, where multiple tortfeasors acted in concert or where vicarious liability applied. A more accurate term – and one used in England even today – would be "concurrent tortfeasors." The "several" in joint and several concerns the liability of damages caused by the concurring negligence of the defendant and a co-tortfeasor and indicates that the defendant is liable to the same extent as though it had been caused by its negligence alone. The use of the term "several liability" is imprecise, historically inaccurate, and potentially confusing. Under this common-law, an individual defendant had the burden of bringing separate actions against other responsible defendants for contribution. The intent underlying joint and several liability is that the joinder of multiple wrongdoers and assignment of percentages of fault eliminated the burden on defendants of pursuing a multiplicity of actions (*i.e.,* contribution actions) with potentially inconsistent results. However, it has only been in the wake of the tort reform era that "several liability" has come to mean fractional or partial liability, rather than full liability, for the harm to which a tortfeasor contributed.

Equitable Contribution / Subrogation Among Co-Insurers

This chart addresses contribution among joint tortfeasors, which is fault-based and arises out of shared liability in tort. By contrast, equitable contribution among co-insurers arises not from joint wrongdoing, but from the existence of concurrent contractual obligations owed by multiple insurers to the same insured. The right of equitable contribution between insurers is therefore not dependent on comparative fault or apportionment of negligence, but instead on whether the insurers share a common obligation to defend or indemnify the same insured for the same risk. Allocation

of loss between co-insurers is driven primarily by the language of the respective policies, including "other insurance," "pro rata," "excess," and "escape" clauses, rather than by tort principles. Apportionment in such contribution claims involves and is dependent on the respective fault of the joint tortfeasors.

This chart does not address or concern itself within another type of contribution which is just as common – the right of equitable contribution between concurrent insurers. Contribution among coinsurers is not based on principles of subrogation to the rights of the insured against the party legally responsible in tort. Instead, the insurer seeking indemnification against a concurrent insurer does so entirely in its own right and based on whether, under the terms of its insurance policy, the non-participating coinsurer has a legal obligation to provide a defense or indemnity coverage for the claim or action prior to the date of the settlement. The distinction between "common liability in tort" versus "common obligation under insurance contracts" is the key conceptual divide. Although equitable contribution is grounded in principles of equity, its application is conditioned on the existence of a shared contractual obligation between insurers. An insurer which has made payments may not seek contribution from another insurer that had no duty to defend or indemnify the insured under its policy. Accordingly, the right to contribution between co-insurers is both equitable in origin and contractual in application. Equitable contribution among co-insurers is triggered not by joint wrongdoing, but by overlapping coverage obligations, and that allocation is governed primarily by policy language, particularly "other insurance," "pro rata," "excess," and "escape" clauses, rather than comparative fault principles. Further, an insurer will normally be compelled to contribute no more than the limits fixed in its policy. Nevertheless, contribution from a concurrent insurer is a claim which is totally independent of the rights of the insured and is very dependent on the language of the policies involved.

In practice, the existence and wording of "other insurance" clauses often determine whether a claim between co-insurers will sound in equitable contribution or equitable subrogation. Where policies contain pro rata clauses, courts frequently conclude that the insurers do not share a single common obligation, but instead have several and independent contractual obligations to pay only their proportionate share of the loss. In such cases, a direct claim for equitable contribution may be unavailable, and the paying insurer must instead proceed under a theory of subrogation, stepping into the shoes of the insured to enforce the non-paying insurer's contractual obligation. Conversely, where policies insure the same risk on the same level and do not effectively limit liability through competing "other insurance" provisions, equitable contribution will generally be available.

Where a first or third-party co-insurer pays a judgment or settles a claim and seeks reimbursement from another co-insurer for a proportionate share of the claim, the overpaying carrier can make a claim based on a direct equitable duty of *contribution* and/or under *subrogatio*n principles. While both legal theories seek the same end – proportionate share payment by the underpaying co-insurer, they are handled quite differently. Courts routinely allow these theories to be pled in the alternative. Equitable contribution permits recovery based on the insurer's own independent right arising from a shared obligation, while subrogation permits recovery only to the extent the insured itself possessed enforceable rights against the non-paying insurer. The availability of each theory depends on the relationship between the policies and the extent to which the insured retained enforceable contractual rights after payment.

***Equitable Contribution*.** Many states recognize a right of equitable contribution between co-insurers based on equitable principles that imply a contract between the parties to contribute ratably to the discharge of their common obligation. *Nat'l Cas. Co. v. Great Southwest Fire Ins. Co*., 833 P.2d 741 (Colo. 1992); *Royal Globe Ins. Co. v. Aetna Ins. Co.,* 403 N.E.2d 680 (Ill. App. 1980); *Ohio Cas. Ins. Co. v. State Farm Fire & Cas. Co*., 546 S.E.2d 421 (Va. 2001). An equitable contribution claim between co-insurers requires that the policies insure a common obligation to the same insured, the same property, and the same interests in the property. They must cover the same risk and owe insurance payments to the same insured. *State Farm Fire & Cas. Co. v. Monroe Guar. Ins. Co.*, 111 F.3d 42 (6th Cir. 1997); *Reliance Ins. Co. v. Liberty Mut. Fire Ins. Co.,* 13 F.3d 98 (6th Cir. 1994); *Nat'l Cas. Co. v. Great Southwest Fire Ins. Co*., 833 P.2d 741 (Colo. 1992); *Royal Globe Ins. Co. v. Aetna Ins. Co*., supra; *Ind. Ins. Co. v. Sentry Ins. Co.,* 437 N.E.2d 1381 (Ind. App. 1982). In order for a right of equitable contribution to run between co-insurers, the respective policies must address a common

obligation; that is, it must afford coverage to the same insured, the same property, and the same interests in the property and it must cover the same risk and owe payments, if any, to the same insured. For example, an insurer providing fire coverage to an owner might not be able to seek equitable contribution from an insurer providing builders' risk coverage to a contractor, though there might possibly be a right of contribution where a property owner has purchased both fire insurance and builder's risk coverage. Where coinsurance is created by "other insurance" clauses, as opposed to cases where each insurer is liable for the entire loss, the defense that the insurer paying the whole claim was a "volunteer" might have applicability. This may be the case where both policies provide for "pro rata" apportionment in the event of overlapping coverage. *Mid-Continent Ins. Co. v. Liberty Mut. Ins. Co*., 236 S.W.3d 765 (Tex. 2007); *Fid. & Cas. Co. v. Fireman's Fund Indem. Co*., 100 P.2d 364(Cal. App. 1940); *Commercial Union Ins. Co. v. Farmers Mut. Ins. C*o., 457 S.W.2d 224 (Mo. 1970); *Farm Bureau Mut. Auto. Ins. Co. v. Buckeye Union Cas. Co*., 67 N.E.2d 906 (Ohio 1946); *INA v. Fire Ins. Exch*., 525 S.W.2d 446 (Tex. App. 1975).

***Subrogation*.** If one of two insurers co-insuring a claim settles the claim or pays a judgment, it might be subrogated to its insured's rights to coverage under another applicable policy of insurance. *Foremost County Mut. Ins. Co. v. Home Indem. Co*., 897 F.2d 754 (5th Cir. 1990); *Arrow Exterminators, Inc. v. Zurich Am. Ins. Co.*, 136 F.Supp.2d 1340 (N.D. Ga. 2001); *Mid-Continent Ins. Co. v. Liberty Mut. Ins. Co*., 236 S.W.3d 765 (Tex. 2007); *Sharon Steel Corp. v. Aetna Cas. & Sur. Co*., 931 P.2d 127 (Utah 1997). Subrogation, in turn, can be "legal" (equitable) or "contractual" in nature. An equitable right of subrogation may exist if one co-insurer pays a greater proportion of a judgment or settlement than what is warranted under the insurance policies, because it is only fair to allow the carrier paying the claim to recover from the other carrier the amount the other carrier would have owed. *Mid-Continent Ins. Co. v. Liberty Mut. Ins. Co*., 236 S.W.3d 765 (Tex. 2007). Contractual subrogation is determined from the specific language of the insurance policy involved.

While a right of contribution exists independently of the insured's right to recover from the co-insurer, the right of subrogation is based upon the rights of the insured – stepping into the shoes of the insured, so to speak. If a contractor's general liability carrier pays a claim for property damage at the project site and the loss may also be covered by a first party builder's risk policy naming the owner as insured, the contractor may not have direct rights under the builder's risk policy, and consequently, the GL carrier will also not have a cause of action for subrogation. Note, however, that in some jurisdictions, if a co-insurer fully pays the claim of its insured (even if the other co-insurer has notice of the claim and the settlement), its right of subrogation may be abolished. *Mid-Continent Ins. Co.,* supra*.* Moreover, the existence of a subrogation right doesn't necessarily mean that one co-insurer is bound by and liable for the settlement decisions made by another co-insurer. There may be a reasonable, good faith standard.

Joint and Several Liability

Historically, states have followed one of three (3) approaches when dealing with multiple parties responsible for causing an injury or damage: (1) joint liability, (2) several liability, or (3) joint and several liability. Joint tortfeasors are two or more individuals who either (1) act in concert to commit a tort, (2) act independently but cause a single, indivisible tortious injury, or (3) share responsibility for a tort because of vicarious liability. If two or more parties have **JOINT LIABILITY**, they are each liable up to the full amount of the obligation. Only one action can be brought and if only one tortfeasor is sued, no further recovery can be had from the other tortfeasors. If two or more parties have **SEVERAL LIABILITY**, each tortfeasor is liable only for their respective obligations based on their percentage of fault. If, however, two or more parties have **JOINT AND SEVERAL LIABILITY**, any of the defendants can be pursued as if they were jointly liable and it becomes the responsibility of the defendants to figure out their respective proportions of liability and payment. The plaintiff may not recover for the same injury twice but has the option of proceeding against just one jointly and severally liable defendant to recover 100% of his damages. The concept of joint and several liability was intended to ensure that the plaintiff is made whole where one or more defendants cannot make good on the damages. States differ on which form of liability they apply, and states are

changing their approaches as tort reform legislation is enacted. Today, joint and several liability comes in three general forms, with minor variations from state to state:

(1) **Pure Joint and Several Liability:** Places the risk of insolvency and the burden of identifying non-party tortfeasors on the defendants. Each defendant is responsible for the entire amount of damages regardless of the amount of responsibility. Seven (7) states practice Pure Joint and Several Liability (Alabama, Delaware, Maryland, Massachusetts, North Carolina, Rhode Island, and Virginia).

(2) **Modified Joint and Several Liability:** A cross between Pure Joint and Several Liability and Pure Several Liability. Splits the risk of insolvency between the plaintiff and the solvent defendants. A defendant is responsible for the entire verdict only if they are found to be at or above a specified percentage of fault. Twenty-nine (29) states practice Modified Joint and Several Liability (California, Colorado, Hawaii, Idaho, Illinois, Iowa, Louisiana, Maine, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Texas, Washington, West Virginia, and Wisconsin).

(3) **Pure Several Liability:** Places the risk of insolvency and burden of identifying non-party tortfeasors on the plaintiff. Each Defendant is only liable for their assigned portion of damages based on their percentage of responsibility. Fourteen (14) states practice Pure Several Liability (Alaska, Arizona, Arkansas, Connecticut, Florida, Georgia, Indiana, Kansas, Kentucky, Michigan, Tennessee, Utah, Vermont, and Wyoming).

Contribution Law

"Contribution" is a claim brought by one tortfeasor against another tortfeasor to recover some or all the money damages the first tortfeasor owes to an injured/damaged plaintiff, as a result of a settlement or a judgment in favor of the plaintiff. For example, if a plaintiff sues a general contractor for injuries resulting from a fall on the job site, the general contractor's insurer could pursue a claim for contribution against a subcontractor who was directly responsible for causing the injury. The insurer would seek reimbursement from the subcontractor based on the latter's proportionate share of responsibility, liability, or fault assigned to the subcontractor either in the original lawsuit or in a separate lawsuit seeking the contribution. Understanding contribution law is important for subrogation practitioners because an insurer who settles on behalf of its insured must know whether the settlement will extinguish its subrogated right of contribution against the other tortfeasors to determine what should be paid in settlement.

In some cases, contribution claims are brought within the original lawsuit itself, when one defendant files a cross-claim against a co-defendant. In other cases, a defendant brings (impleads) a completely new party into the lawsuit claiming that it is also responsible for causing the injury or damages. In many cases – depending on state law – a liability insurance carrier might settle with the plaintiff before or during a pending lawsuit or as a result of a judgment, and then seek to make an independent claim for contribution against the third-party defendant, seeking to recover some or all the damages it paid to the plaintiff, based on allegations that the third-party defendant bears a proportionate share of responsibility, based on its actions.

Contribution (sharing of liability) differs from indemnity in that the latter is a complete shifting of liability based on common law or statute (*e.g.*, a manufacturer must indemnify an innocent retailer for sale of a defective product) or even contract, such as a construction contract which requires a subcontractor to indemnify a general contractor for all damages arising out of the subcontractor's work, etc.

Contribution is subrogation's cousin. Insurance carriers differ in the way they approach the right of contribution, but like subrogation, the goal of contribution is to bring back into the insurance company's coffers, claim dollars that have been paid out. Insurance companies routinely miss opportunities to seek contribution recovery dollars because they don't recognize contribution opportunities or because they have internal procedures and protocols which allow such contribution rights to go unrealized.

In 1939, the National Conference of Commissioners on Uniform State Laws drafted the first Uniform Contribution Among Tortfeasors Act ("UCATA"). The UCATA was revised in 1955, and by 1988, 17 states had adopted it. The UCATA provides for contribution when two or more persons become jointly and severally liable in tort for the same injury to person or property, "even though judgment has not been recovered against all or any of them." Virtually all tort cases involve potential contribution issues that can arise when one or more tortfeasors enter into settlement agreements. The same is true for other tort cases in which liability may be shared by multiple defendants or even unnamed tortfeasors. Settlements with joint tortfeasors raise two major issues. In some jurisdictions, when a joint tortfeasor enters into a settlement, the settling tortfeasor may be entitled to contribution provided that certain conditions are met. Conversely, a settling tortfeasor may or may not be protected from contribution liability according to whether other conditions have been satisfied. It is the former scenario that this chart primarily addresses.

Statute of Limitations

Although a state may have a special statute of limitations providing that actions for contribution must be commenced within a specified time after the cause of action accrues to the injured person (usually the date of the accident or injury) so that the time to file a third-party complaint is governed by the time the original cause of action accrues and not from the time the right to contribution accrues, the general rule is that the statute of limitations governing claims for contribution runs from the discharge of the obligation (liability claim payment to the plaintiff by defendant seeking contribution) and not from the time when the original tort occurred. This means that in many situations, the right of contribution is still viable even though the plaintiff's time in which to pursue a defendant has lapsed. For example, Wisconsin's Wis. Stat. § 893.92 provides:

> ***Wis. Stat. § 893.92. Action for contribution.*** *An action for contribution based on tort, if the right of contribution does not arise out of a prior judgment allocating the comparative negligence between the parties, shall be commenced within one year after the cause of action accrues or be barred.*

In jurisdictions where the practice permits a party seeking contribution to base its contribution action upon the principal obligation or a judgment as assignee or subrogee of the creditor, the ordinary rule in simple actions for contribution that the statute of limitations begins to run on payment may not apply to an action brought on this theory, and the statute of limitations may begin to run from the date the principal obligation becomes due or from the date of judgment. While the statute of limitations differs from state to state, the majority rule is that in states which allow such contribution actions, the statute of limitations for the party seeking contribution runs from the date of its original liability claim payment to the plaintiff.

Note: This chart addresses contribution among joint tortfeasors and does not address allocation of loss between co-insurers. Claims between insurers are governed by separate doctrines of equitable contribution and equitable subrogation, which depend primarily on policy language and the existence of concurrent coverage obligations, rather than on comparative fault principles, and is discussed in our chart entitled "OTHER INSURANCE CLAUSES: EQUITABLE CONTRIBUTION AND SUBROGATION AMONG CO-INSURERS" found on our website.

CONTRIBUTION ACTIONS IN ALL 50 STATES

STATE	JOINT AND SEVERAL LIABILTY	CONTRIBUTION LAW	STATUTE OF LIMITATIONS
ALABAMA	**Pure Joint and Several Liability** Each defendant may be held liable for the entire loss. *Tatum v. Schering Corp.*, 523 So.2d 1048 (Ala. 1988). The right of action against joint tortfeasors is one and indivisible and fault-based apportionment between tortfeasors is not allowed. *Ex parte Goldsen*, 783 So.2d 53 (Ala. 2000); *Matkin v. Smith,* 643 So.2d 949 (Ala. 1994)*; Crigler v. Salac,* 438 So.2d 1375 (Ala. 1983); *Mikkelsen v. Salama*, 619 So.2d 1382 (Ala. 1993); *General Motors Corp. v. Edwards*, 482 So.2d 1176 (Ala. 1985).	No contribution or indemnity between joint tortfeasors is allowed unless a valid indemnification agreement exists, or contribution plaintiff is totally without fault but held liable due to non-delegable duty. An important exception exists in medical malpractice cases where one tortfeasor can seek indemnity against another if the other's negligence was the primary or proximate cause of the injury. *Hardy v. McMullan*, 612 So.2d 1146 (Ala. 1992).	In actions seeking indemnification, the SOL period must be filed two (2) years after liability has become fixed. *Ex parte Stonebrook Dev., L.L.C.*, 854 So.2d 584, 591 (Ala. 2003).
ALASKA	**Pure Several Liability** Alaska has a system of pure comparative negligence with several liability. Plaintiff is only allowed to recover from each defendant their share of the liability. Alaska Stat. § 09.17.080; Alaska Stat. §§ 09.16.10 to 09.16.60 (repealed 1989); *McLaughlin v. Lougee,* 137 P.3d 267 (Alaska 2006).	Alaska repealed its Uniform Contribution Act when it eliminated joint and several liability. This doesn't mean Alaska's pro-rata statutory contribution system is no longer in effect. The repeal does not imply rejection of the principle of contribution based on proportional fault. Common law contribution is still available – it is called "Equitable Apportionment." *McLaughlin v. Lougee*, 137 P.3d 267 (Alaska 2006). A liable defendant may obtain contribution, (equitable apportionment) by an independent action against non-party persons who may be responsible for plaintiff's damages or through joinder under Rule 14(c) in the original suit initiated by plaintiff.	Two (2) years from the time the right of action for contribution accrues (ordinarily by payment). *Alaska Gen. Alarm v. Grinnell*, 1 P.3d 98 (Alaska 2000).

STATE	JOINT AND SEVERAL LIABILTY	CONTRIBUTION LAW	STATUTE OF LIMITATIONS
ARIZONA	**Pure Several Liability** Generally, defendants are held severally liable, except when tortfeasors are acting in concert or there is an issue of vicarious liability. A.R.S. § 12-2506; *Yslava v. Hughes Aircraft Co.*, 936 P.2d 1274 (Ariz. 1997).	Arizona adopted a pure comparative fault tort system as part of its enactment of the Uniform Contribution Among Tortfeasor's Act ("UCATA"), A.R.S. § 12-2501*, et seq*. Since 1988, the doctrine of joint and several liability has been abolished making contribution actions rare under the statute. *Bill Alexander Ford v. Casa Ford*, 931 P.2d 1126 (Ariz. App. 1996). No right of contribution when a single tortfeasor settles a plaintiff's claim against him. Unless acting in concert or hazard wastes involved. No right of contribution where a settling defendant's liability is several only. Contribution allowed only in rare instances where joint and several liability. *PAM Transp. v. Freightliner Corp*., 893 P.2d 1295 (Ariz. 1995). Equitable contribution (arising without regard to contribution statute) is still viable. *Mut. Ins. Co. v. Am. Cas. Co*., 938 P.2d 71 (Ariz. 1996).	Three (3) years from date of payment or judgment. A.R.S. § 12-541.
ARKANSAS	**Pure Several Liability** As of 3/25/03, defendants are severally – not jointly – liable, and each defendant will only be liable for damages based on his percentage of fault. A.C.A. §§ 16-55-201 and 16-55-201(a)-(b)(1). <u>Two exceptions</u>: (1) Defendant more than 10% at fault and another defendant insolvent; and (2) Defendants act in "concert" or as "agent." A.C.A. §§ 16-55-203(a)(1)-(5) and 16-55-205(a).	A joint tortfeasor's failure to sue for contribution within the principal lawsuit does not impair the party's ability to seek contribution in a separate action. A settling joint tortfeasor may not seek contribution against one whose liability to the claimant was not extinguished by settlement. A.C.A. § 16-55-203.	Three (3) years from date joint tortfeasor pays more than his pro-rata share of common liability. A.C.A. § 16-56-105.

STATE	JOINT AND SEVERAL LIABILTY	CONTRIBUTION LAW	STATUTE OF LIMITATIONS
CALIFORNIA	**Modified Joint and Several Liability** Joint and several liability for economic damages on negligence claims, otherwise several liability for non-economic damages. Cal. Civ. Code Ann. §§ 1431 and 1432. *Western Steamship Lines, Inc. v. San Pedro Peninsula Hospital*, 8 Cal. 4th 100 (Cal. 1994). Exceptions: Strict liability claims. *Daly v. General Motors Corp.*, 575 P.2d 1162 (Cal. 1978).	California allows for contribution (equitable indemnity) by statute. Cal. Civ. Proc. Code § 875 states: • Where judgment rendered jointly against two or more defendants there is right of contribution. • Contribution allowed only after one tortfeasor has discharged joint judgment or has paid over his pro-rata share. Contribution limited to the excess paid over pro rata share of contribution plaintiff and no contribution defendant owes contribution beyond his pro-rata share of entire judgment. • No contribution if intentional act. • A liability carrier who has discharged or extinguished the liability of a tortfeasor judgment debtor is subrogated to his right of contribution. • No contribution if there is indemnity right. Is called "partial equitable indemnity." Good faith settlement finding bars contribution against settling tortfeasor and provides offset in the amount of the settlement to subsequent liability of non-settlors. A settling defendant can recover equitable indemnity from a non-settling defendant to the extent the settling defendant has discharged a liability the non-settling defendant should be responsible to pay. The right of contribution can be enforced in a separate lawsuit. *Caterpillar Tractor Co. v. Teledyne Indus., Inc*., 53 Cal. App.3d 693, 126 Cal. Rptr. 455 (Cal. Ct. App. 1975).	One (1) year from date the settlement is paid. *Smith v. Parks Manor,* 243 Cal. Rptr. 256 (Cal. App. 1987).
COLORADO	**Modified Joint and Several Liability** Generally, a rule of several liability, except where defendants act in concert. C.R.S. § 13-21-111.5; *Vickery v. Evans*, 266 P.3d 390 (Colo. 2011).	A right of contribution exists in favor of a tortfeasor who has paid more than his pro-rata share of the common liability. A claim for contribution may be brought in the underlying action or as a separate action. *Fibreboard Corp. v. Fenton*, 845 P.2d 1168 (Colo. 1993); C.R.S. § 13-80-104(1)(b)(II)(B).	One (1) year after judgment final. C.R.S. § 13-50.5-104. If no judgment, contribution plaintiff must discharge common liability within the applicable SOL period and initiate contribution action within one (1) year of payment. In cases against architects, contractors, builders, etc., general contractor must bring contribution/ indemnity claim within 90 days after the claim arises. However, statute doesn't toll 6-year statute of repose under C.R.S. § 13-80-104. *Thermo Dev., Inc. v. Cent. Masonry Corp.*, 195 P.3d 1166 (Colo. App. 2008).

STATE	JOINT AND SEVERAL LIABILTY	CONTRIBUTION LAW	STATUTE OF LIMITATIONS
CONNECTICUT	**Pure Several Liability** Several liability, generally, but there is joint and several liability for actions not based in negligence. C.G.S.A. 925 § 52-572(h); *Allard v. Liberty Oil Equip. Co., Inc.*, 756 A.2d 237 (Conn. 2000).	A right of contribution exists in favor of a defendant required to pay more than his proportionate share of a judgment. A contribution plaintiff who pays or agrees to pay a settlement or judgment can commence a separate action for contribution by other tortfeasors. C.G.S.A. § 52-572h (1986).	One (1) year after judgment final. C.G.S.A. § 52-572(o). If no judgment, contribution plaintiff must discharge common liability within the applicable SOL period and initiate contribution action within one (1) year of payment. C.G.S.A. § 52-572(e).
DELAWARE	**Pure Joint and Several Liability** Plaintiff can recover entire amount of damages from any defendant. 10 Del. C. § 6301; *Blackshear v. Clark*, 391 A.2d 747 (Del. 1978).	A settling contribution plaintiff is not entitled to contribution from a tortfeasor whose liability was not extinguished by the settlement. No contribution in a separate action if it can be enforced by cross-claim in the original action. 10 Del. C. § 6302; *Am. Ins. Co. v. Material Transit, Inc.*, 446 A.2d 1101, 1104 (Del. Super. 1982).	Separate contribution actions are rarely allowed. Usually, they must be filed in the underlying third-party action.
DISTRICT OF COLUMBIA	**Pure Joint and Several Liability** Joint and Several Liability - Plaintiff can sue one defendant for the full amount of the damages, but plaintiff can only obtain a single recovery. *Leiken v. Wilson*, 445 A.2d 993, 999 (D.C. 1982).	D.C. Court of Appeals has yet to decide whether a settling defendant has a right to contribution. *Paul v. Bier,* 758 A.2d 40, 46 (D.C. 2000). A right of contribution accrues when two or more parties are joint tortfeasors (*i.e.,* when each party 'was at fault in bringing about the injury to the innocent party')." *Hall v. George A. Fuller Co.,* 621 A.2d 848 (D.C.1993) (quoting *Martello v. Hawley,* 300 F.2d 721 (D.C.Cir.1962)). The D.C. Court of Appeals has stated that a non-settling defendant subsequently found liable to the plaintiff is entitled to a "*pro rata* credit based on the non-settling defendant's right of contribution against a settling joint tortfeasor." *Paul v. Bier,* 758 A.2d 40 (D.C. 2000). For a non-settling defendant to receive a *pro rata* credit, however, "the liability of the settling defendants must be established either by adjudication or by stipulation between the plaintiff and the settling party." *Sibert-Dean v. Washington Metro. Area Transit Auth.*, 751 F. Supp. 2d 87 (D.D.C. 2010). A defendant *need not have filed a crossclaim against the settling defendant* to preserve the right to a pro rata credit as long as the jury determines the liability of the settling party. *D.C. v. Shannon*, 696 A.2d 1359 (D.C. App. 1997).	N/A
FLORIDA	**Pure Several Liability** Removed joint and several liability in 2006. Now a system of pure comparative fault - does not apply to	In *T&S Enterprises Handicap Accessibility, Inc. v. Wink Indus. Maintenance & Repair, Inc*., 11 So.3d 411 (Fla. App. 2009), the court held that the abolition of joint and several liability acts to defeat all third-party causes of action for contribution. Because judgment is now entered purely on a pro rata finding of fault, there	One (1) year after judgment. F.S.A. § 768.31(d)(2). If no judgment, must discharge liability within underlying SOL period and file contribution

STATE	JOINT AND SEVERAL LIABILTY	CONTRIBUTION LAW	STATUTE OF LIMITATIONS
	certain actions, including intentional torts. F.S.A. § 768.81; *T&S Enterprises Handicap Accessibility, Inc. v. Wink Indus. Maint. & Repair, Inc*., 11 So.3d 411 (Fla. App. 2009). Contribution is the legal doctrine that allows a tortfeasor to collect from others responsible for the same tort after the tortfeasor has paid more than his or her pro rata share, wherein the shares represent the percentage of fault attributable to each of the tortfeasors. Section 768.31 states that a party can only seek contribution when a tortfeasor has paid more than his "pro rata share of the common liability, and the tortfeasor's total recovery is limited to the amount paid by her or him in excess of her or his pro rata share." Therefore, § 768.31 and Florida's Comparative Fault Statute, § 768.81 are somewhat in conflict because the latter restricts a tortfeasor's contribution beyond his own pro rata share of the entire liability.	is no longer a need to seek recovery from a non-party joint tortfeasor. A defendant who intends to place fault on a non-party joint tortfeasor is required to plead such as an affirmative defense and prove the fault of that non-party as a *Fabre* Defendant (non-party defendant whom a party defendant asserts is wholly or partially responsible for the negligence alleged by plaintiff pursuant to § 768.81(3). To allocate fault to a "*Fabre* defendant", it must (a) plead the fault of the non-party and identify the non-party in an affirmative defense, and, (b) prove at trial by a preponderance of evidence the fault of the non-party (the *Fabre* defendant) causing plaintiff's injuries in order to get that non-party on the verdict form for purposes of having the jury allocate damages to the non-party. When a release is given in good faith to one of two or more persons liable in tort for the same injury, it does not discharge any of the other tortfeasors from liability for the injury or wrongful death unless it so provides. It does reduce the claim against the others to the extent of the amount of the settlement and It discharges the tortfeasor to whom it is given from all liability for contribution to any other tortfeasor. F.S.A. § 768.31. *Boca Raton Transp., Inc. v. Zaldivar*, 648 So.2d 812, 813 (Fla. App. 1995). Section 768.31(5) requires that the settling parties act in good faith with respect to the non-settling ones. *Am. States Ins. Co. v. Kransco*, 641 So.2d 175, 177 (Fla. Dist. Ct. App. 1994). "Individuals not participating in the settlement are barred from seeking contribution only if the settling parties acted in good faith with respect to them." *International Action Sports, Inc. v. Sabellico*, 573 So.2d 928, 930 (Fla. App. 1991). Good faith "consists of a good faith determination of relative liabilities." *Am. States Ins. Co.*, 641 So.2d at 177. Factors that are considered in determining good faith are the amount of settlement, the depositions of settling parties, and any evidence of collusion or bad faith. <u>See</u> *Seaboard System R.R., Inc. v. Goforth*, 545 So.2d 482, 483 (Fla. App. 1989). Equitable subrogation can be used to allow an initial tortfeasor held liable for the entirety of a personal injury plaintiff's damages to recover from a subsequent tortfeasor whose negligence (*e.g.*, medical malpractice) exacerbated plaintiff's injuries. *Underwriters at Lloyds v. City of Lauderdale Lakes,* 382 So.2d 702 (Fla. 1980).	action within one (1) year after payment. F.S.A. § 768.31(d)(1). For contribution against state or local government, six (6) months after settlement for contribution claims. F.S.A. § 768.28(14).

STATE	JOINT AND SEVERAL LIABILTY	CONTRIBUTION LAW	STATUTE OF LIMITATIONS
GEORGIA	**Pure Several Liability** Several Liability - If some tortfeasors settle and others do not, the settling tortfeasor's fault may be considered, but no setoff is permitted, in assessing the non-settling tortfeasor's percentage of the fault. The apportionment statute (O.C.G.A. § 51-12-33) "flatly states that apportioned damages shall not be subject to any right of contribution." *McReynolds v. Krebs*, 725 S.E.2d 584 (Ga. 2012).	There is generally no right to contribution between the co-defendants when fault is apportioned by a jury or judge. This is because each is liable only for its proportionate share. O.C.G.A. § 51-12-33(b) (apportionment statute) flatly states that apportioned damages "shall not be subject to any right of contribution." O.C.G.A. § 51-12-33(b); *McReynolds v. Krebs*, 725 S.E.2d 584 (Ga. 2012). Any settling tortfeasors' fault is considered in assessing the non-settling tortfeasors' portion of fault, but no setoff is permitted for the settlement amount. O.C.G.A. § 51-12-33(b); *McReynolds v. Krebs*, 725 S.E.2d 584 (Ga. 2012). However, the enactment of the apportionment statute did not abolish the right of contribution between settling joint tortfeasors when there has been no apportionment of damages by a trier of fact. Where parties settle voluntarily and a jury does not apportion damages, the right of contribution still exists. *Zurich American Ins. Co. v. Heard*, 740 S.E.2d 429 (Ga. App. 2013).	Twenty (20) year SOL on contribution action begins to run when judgment is entered or settlement is made. *Independent Mfg. Co., Inc. v. Automotive Products, Inc*., 233 S.E.2d 874 (Ga. App. 1977).
HAWAII	**Modified Joint and Several Liability** Since 1999, generally several liability; however, some exceptions include joint and several liability for personal injury claim non-economic damages and intentional tort damages. Haw. Rev. Stat. § 663-10.9.	Contribution plaintiff is entitled to contribution from a tortfeasor whose liability was extinguished by the settlement, either in main action or separate action. An independent action for contribution will not be allowed if the right can be enforced with a third-party action or cross-claim in the principal lawsuit. Haw. Stat. § 663-12 (1984); *Gump v. Wal-Mart Stores, Inc*., 5 P.3d 407 (Haw. 2000).	Underlying two (2) year SOL appears applicable but runs from date of settlement payment. *Albert v. Dietz,* 283 F. Supp. 854 (D.C. Haw. 1968).
IDAHO	**Modified Joint and Several Liability** Joint and several only for vicarious liability and defendants acting in concert. Idaho Code § 6-803.	Contribution plaintiff is entitled to contribution from a tortfeasor whose liability was extinguished by the settlement, either in main action or separate action. Idaho Code § 6-803 (1971); *Horner v. Sani-Top, Inc.,* 141 P.3d 1099 (Idaho 2006).	3 Years Idaho Code § 6-803; *Porter v. Farmers Ins. Co. of Idaho*, 627 P.2d 311 (Idaho 1981).

STATE	JOINT AND SEVERAL LIABILTY	CONTRIBUTION LAW	STATUTE OF LIMITATIONS
ILLINOIS	**Modified Joint and Several Liability** Joint and several liability, except when a defendant is less than 25% liable, which leads to joint and several liability for medical and related expenses, but several liability for plaintiff's other damages. 735 I.L.C.S. § 10-5/2-1117; *Unzicker v. Kraft Food Ingredients Corp.*, 783 N.E.2d 1024 (Ill. 2002).	Right of contribution exists between two or more parties liable for injury or property damage even if there is no judgment against any or all of them. *Dunbar v. Latting*, 621 N.E.2d 232 (Ill. App. 1993). Liability of contribution defendant must be extinguished. Contribution also allowed where contribution plaintiff settles and in good faith obtains release which extinguishes liability of both contribution plaintiff and contribution defendant. Also applies anytime a plaintiff collects damages inconsistent with jury's finding of percentage of responsibility. No contribution against parties who settle in good faith. 740 I.L.C.S. § 100/2 (1987); *Fed. Ins. Co. ex rel. Nat'l Mfg. Co. v. Helmar Lutheran Church*, 2004 WL 2921874 (N.D. Ill. Dec. 14, 2004). The Contribution Act "promotes settlement by providing that a defendant who enters a good-faith settlement with the plaintiff is discharged from any contribution liability to a non-settling defendant." *BHI Corp. v. Litgen Concrete Cutting & Coring Co*., 827 N.E.2d 435 (Ill. 2005).	No Suit Filed: Two (2) years from date of contribution plaintiff's payment. Suit Filed: Two (2) years from date contribution plaintiff served. 740 I.L.C.S. § 15/13-204. However, a plaintiff may not add a third-party contribution defendant as a direct defendant if the relevant statute of limitations has run. *Ponto v. Levan,* 2012 Ill. App. 2d 110355 (2nd Dist. 2012).
INDIANA	**Pure Several Liability** Several liability, except for claims of medical malpractice. I.C. § 34-51-2-8; *Control Techniques, Inc. v. Johnson*, 762 N.E.2d 104 (Ind. 2002).	Both the common law of Indiana and the Comparative Fault Act prohibit contribution among joint tortfeasors. I.C. § 34-51-2-12; *Mullen v. Cogdell*, 643 N.E.2d 390 (Ind. App. 1994).	N/A
IOWA	**Modified Joint and Several Liability** Joint and several liability only for defendants 50% or more at fault and for plaintiff's economic damages only. I.C.A. § 668.4.	Contribution plaintiff is entitled to contribution from a tortfeasor whose liability was extinguished by the settlement, either in main action or separate action. Contribution plaintiff must extinguish liability of contribution defendant to bring separate action. I.C.A. § 668.5; *Wilson v. Farm Bureau Mut. Ins.*, 770 N.W.2d 324 (Iowa 2009). Section 668.7 provides that a release discharges the defendant from all liability for contribution, but it does not discharge any other persons liable upon the same claim unless it so provides. "Nothing requires naming these parties. The court did not require such a rigid rule when the released parties are otherwise sufficiently identified in a manner that the parties to the release would know who was to be benefitted". *Nationwide Agribusiness Ins. Co. v. PGI Int'l*, 2016 WL 1680978 (Iowa App. 2016). A court may reform the release to reflect the intent of the parties.	A contribution action may be brought within the original action or a separate action brought within one (1) year if the parties' percentages of fault have not been established by the court. I.C.A. § 668.6(3).

STATE	JOINT AND SEVERAL LIABILTY	CONTRIBUTION LAW	STATUTE OF LIMITATIONS
KANSAS	**Pure Several Liability** Each defendant only liable for its percentage of damages awarded. K.S.A. § 60-258a; *Albertson v. Volkswagenwerk Aktiengesellschaft*, 634 P.2d 1127 (Kan. 1981).	The "one-action rule" requires that all parties must have their fault determined in a single trial. All liable parties are joined in one action. No party is liable for the fault of others, so "the equitable need for contribution vanished," and the Kansas Supreme Court abolished it. *Teepak, Inc. v. Learned*, 699 P.2d 35 (Kan. 1985). Defendant in comparative negligence action cannot settle claim on behalf of party or parties against whom plaintiff has not sought recovery and then seek contribution from those parties in proportion to percentage of causal negligence attributable to them. *Ellis v. Union Pac. R. Co*., 643 P.2d 158 (Kan. 1982). "Comparative implied indemnity," is generally not recognized. Kansas does not generally recognize post-settlement contribution claims. *Dodge City Implement, Inc. v. Board of County Comm'rs*, 205 P.3d 1285 (Kan. 2009). However, under the doctrines of strict liability and implied warranty, a party in the chain of a product's distribution may seek contribution from other such parties. *Id.* The court will bar any lawsuit by a joint tortfeasor against another tortfeasor if (1) an injured party has previously sued one tortfeasor, but not others; (2) that tortfeasor has settled with the injured party; (3) the injured party has given a full release of all claims held by it, and (4) the settling tortfeasor claims the other tortfeasors caused all or part of the injured party's damages. Id. Claims are subject to a two-year statute of limitations, running from the date when the party seeking contribution knew of facts giving rise to a potential contribution claim. *Med James, Inc. v. Barnes*, 61 P.3d 86 (Kan. App. 2003) (applying Kan. Stat. Ann. § 60-513). Possible claim for "*implied contract of indemnity*" or "implied contractual indemnity." Kansas recognizes three types of indemnity claims: (1) express contractual indemnity; (2) implied contractual indemnity; and (3) comparative implied indemnity. *Express contractual indemnity* arises where there is a contract of indemnity, such as a hold harmless agreement. *Implied contractual indemnity* arises when one is compelled to pay what another party ought to pay; generally, when a party without fault is made to pay for a tortious act of another and seeks indemnity from the party at fault. *Schaefer v. Horizon Building Corp*., 985 P.2d 723 (Kan. App. 1999). It is usually used in cases involving an employer/employee relationship or principal/agent relationship.	The statute of limitations period for implied indemnity claim is three (3) years from the date of payment. *Med James, Inc. v. Barnes*, 61 P.3d 86 (Kan. App. 2003) (applying Kan. Stat. Ann. § 60-513).

STATE	JOINT AND SEVERAL LIABILTY	CONTRIBUTION LAW	STATUTE OF LIMITATIONS
KENTUCKY	**Pure Several Liability** Several Liability; no right of contribution between co-defendants. K.R.S. § 411.182.	Contribution allowed (unless act of moral turpitude), but rare, because defendants are severally liable only for a percentage of liability based on assessed percentage of fault. Percentages are assigned to settling parties but not to non-parties. Settlement discharges defendant from any liability in contribution. K.R.S. § 412.030; *Dix & Assocs. Pipeline Contractors v. Key*, 799 S.W.2d 24 (Ky. 1990).	Five (5) year SOL begins to run upon payment by contribution plaintiff. K.R.S. § 413.120. *Baker v. Richeson*, 440 S.W.2d 272 (Ky. 1969).
LOUISIANA	**Joint and Divisible Liability** Generally, several liability, unless defendants commit an intentional tort; they are then jointly and severally (solidarily) liable. La. C.C. Art. 1815, et seq.; *Ross v. Conoco, Inc.*, 828 So.2d 546 (La. 2002). The Louisiana Legislature amended Art. 2324 in 1996, transforming solidary liability into a complex "joint and divisible" obligation. It is described as "comparative fault." A defendant's liability is proportionate to his percentage of fault. *Notre Dame, LLC v. Kolbe & Kolbe Mill Work Co.*, 151 F. Supp.3d 715 (E.D. La. 2015). In cases arising after the 1996 amendment to Article 2324, a joint tortfeasor is not solidarily liable, cannot be made to pay more than his or her share [of fault], and, accordingly, has no claim of subrogation or contribution by operation of law from other tortfeasors." *Lockett v. Amtrust N. Am. Ins. Co*., 405 So. 3d 577 (La. App. 2018). Plaintiff responsible for his own percentage of fault. La. C.C. Art. 2323.	Defendant not liable for more than his percentage of fault and not jointly liable with any other person for damages not attributable to him, unless he conspires to commit intentional, tortious act. Non-intentional tortuous acts are now considered joint and divisible, and each joint tortfeasor is liable only for the degree of fault attributed to his actions. La. C.C. arts. 2323 and 2324. Contribution permits a tortfeasor who has paid more than his share of a *solidary obligation* (joint liability) to seek reimbursement from the other tortfeasors for their respective shares of the judgment, but only if actions are intentional and/or willful. *Hamway v. Braud*, 838 So.2d 803 (La. App. 2002). When a plaintiff settles with and releases one of several joint tortfeasors, he deprives the remaining tortfeasors (obligors) of their right of contribution and reduces the recovery against the remaining obligor by the percentage of fault of the released tortfeasor. *Taylor v. U.S.F.& G.,* 630 So.2d 237 (La. 1993). Non-parties who are found at fault may also be assigned a percentage of fault, reducing the defendant's liability to the plaintiff. A cause of action for indemnity does not arise until the lawsuit is concluded and the party seeking indemnity has made payment to plaintiff or sustained any loss (such as payment of defense costs). *Suire v. Lafayette City Parish Consol. Gov't*, 907 So.2d 37 (La. 2005).	One (1) year SOL applies but runs from date of payment. La. Civ. Code Art. 3492, 3595; *Cole v. Celotex Corp.*, 599 So.2d 1058 (La. 1992).

STATE	JOINT AND SEVERAL LIABILTY	CONTRIBUTION LAW	STATUTE OF LIMITATIONS
MAINE	**Modified Joint and Several Liability** Defendants are jointly and severally liable for total amount of judgment to plaintiff. 14 M.R.S.A. § 156-A; *Peerless Div. v. U.S. Special Hydraulic Cylinders Corp.*, 742 A.2d 906 (Me. 1999).	Joint tortfeasors have a right to contribution which may be enforced through a separate action. It is an equitable right, founded on the principles of natural justice, as opposed to a statutory right. *Otis Elevator Co. v. F.W. Cunningham & Sons,* 454 A.2d 335 (Me. 1983).	Contribution action brought within a reasonable period of time not subject to affirmative defense of laches.
MARYLAND	**Pure Joint and Several Liability** Joint and Several Liability; each defendant may be liable for full amount of damages. Md. Code § 3-1401.	Tortfeasor has action for contribution against joint tortfeasor who signs release and agrees he's a joint tortfeasor or who is so determined by a court. A joint tortfeasor who paid more than his pro-rata share of judgment may enforce right of contribution by making a post-trial motion for Judgment of Contribution or Recovery Over pursuant to Md. Rule 2-614 even if he did not file a cross-claim against his joint tortfeasors. *Lerman v. Heemann*, 701 A.2d 426 (Md. 1997). A contractual waiver of subrogation does not bar contribution under the Maryland Uniform Contribution Among Joint Tortfeasors Act ("UCATA"). *Gables Construction, Inc. v. Red Coats, Inc*., 2019 WL 2067348 (Md. App. 2019).	Three (3) years from date of payment or judgment. Md. Cts. & Jud. Proc. § 5-101 (1998); *Tadjer v. Montgomery County,* 487 A.2d 658 (Md. 1985).
MASSACHUSETTS	**Pure Joint and Several Liability** Joint and several liability with defendant's liability being divided equally regardless of percentage of fault. Ann L. Mass. Ch. 231B, § 1; *Zeller v. Cantu*, 478 N.E.2d 930 (Mass. 1985).	Contribution plaintiff entitled to recover from joint tortfeasor the amount of a reasonable settlement which is in excess of his pro-rata share of liability, in third-party action or separate action. Ann. L. Mass. Ch. 231B, § 1 (1962); *Shantigar Foundation v. Bear Mt. Builders*, 804 N.E.2d 324 (Mass. 2004); *Ace Am. Ins. Co. v. Riley Bros., Inc.*, 2013 WL 4029087 (Mass. Super. 2013).	One (1) year after judgment. M.G.L.A. 231B § 1(c). If no judgment, must discharge liability within SOL period and file contribution action within one (1) year after payment. M.G.L.A. 231B, § 1(d).

STATE	JOINT AND SEVERAL LIABILTY	CONTRIBUTION LAW	STATUTE OF LIMITATIONS
MICHIGAN	**Pure Several Liability** Several liability, but with many exceptions, including medical malpractice cases. Mich. Comp. L. § 600.6304; *Driver v. Naini*, 802 N.W.2d 311 (Mich. 2011).	Judgment: Contribution plaintiff who satisfies all or part of a judgment for which he is jointly liable is entitled to contribution only if the contribution defendant was made a party to the original action and a reasonable effort was made to notify him of the commencement of the action. Settlement: A tortfeasor who enters into a settlement with the claimant is entitled to bring an action for contribution when the contribution defendant's liability was extinguished by the settlement, a reasonable effort was made to notify him of the settlement negotiations, and he was given a reasonable opportunity to participate in the settlement negotiations. Contribution may be enforced by motion or a separate action. Liability insurer is subrogated to rights of contribution plaintiff. *Gerling Konzern Allgemeine Versicherungs AG v. Lawson,* 684 N.W.2d 358 (Mich. 2004).	Judgment: Separate action must be filed within one (1) year after judgment has become final by lapse of time for appeal or after appellate review. Settlement: Separate action barred unless contribution plaintiff has paid within SOL applicable to plaintiff's right of action against him (three years) and has commenced his contribution action within one (1) year after payment – unless contribution plaintiff has agreed while underlying action is pending against him to discharge common liability and, within one (1) year after the agreement, paid liability and commenced his contribution action.
MINNESOTA	**Modified Joint and Several Liability** Generally several liability, unless a particular defendant is more than 50% at fault, or if defendants act in concert. M.S.A. § 604.02; *Staab v. Diocese of St. Cloud*, 813 N.W.2d 68 (Minn. 2012).	Contribution in proportion to percentage of fault is allowed. A contribution plaintiff may sue for contribution in the underlying action or in a separate action. *Anderson v. Gabrielson*, 126 N.W.2d 239 (Minn. 1964).	The six (6) year SOL for the contribution/ indemnity action does not begin to run until contribution plaintiff has paid. M.S.A. § 541.05(1)(5); *Blomgren v. Marshall Mgmt. Services, Inc*., 483 N.W.2d 504 (Minn. App. 1992).
MISSISSIPPI	**Modified Joint and Several Liability** Several liability, unless defendants act in concert - then joint and several liability. M.C.A. § 85-5-7; *J.B. Hunt Transport v. Forrest General Hosp.*, 34 So.3d 1171 (Miss. 2010).	Joint and several liability abolished in 2007. Today, contribution actions allowed for those whose liability is joint and several because they took part in a common plan to commit a tortious act. M.C.A. § 85-5-7 (1989); *DePriest v. Barber*, 798 So.2d 456 (Miss. 2001).	Three (3) years from date of payment.* M.C.A. § 15-1-49. ***Unclear under MS law. Catch-All Statute.*

STATE	JOINT AND SEVERAL LIABILTY	CONTRIBUTION LAW	STATUTE OF LIMITATIONS
MISSOURI	**Modified Joint and Several Liability** Joint and several liability only where defendants are 51% or more at fault - otherwise several liability. Mo. Rev. Stat. § 537.067; *Burg v. Dampier*, 346 S.W.3d 343 (Mo. Ct. App. W. Dist. Div. 2 2011).	Joint tortfeasors have a right to contribution. Contribution may be sought in the underlying action or in a separate action. Mo. Rev. Stat. § 537.060; *Safeway Stores, Inc. v. City of Raytown*, 633 S.W.2d 727 (Mo. 1982).	Five (5) years from date of settlement or payment of judgment. Mo. Rev. Stat. § 516.120 (2002); *Greenstreet v. Rupert*, 795 S.W.2d 539 (Mo. App. 1990).
MONTANA	**Modified Joint and Several Liability** Joint and several liability, unless a particular defendant is 50% or less at fault, then several. Mont. Stat. § 27-1-703; *Newville v. Dept. of Family Services*, 883 P.2d 793 (Mont. 1994).	Joint tortfeasors have a right to contribution. Contribution may be sought in the underlying action or as a separate action. Mont. Code § 27-1-703; *Consolidated Freightways v. Osier*, 605 P.2d 1076 (Mont. 1979). A person who has settled a claim with a defendant without a lawsuit having been filed may not bring an action for contribution against a joint tortfeasor under § 27–1–703. A settling defendant may not bring a subsequent, separate, contribution action against a person that was not a party in the underlying action. Montana does not recognize a common law right of indemnity where the negligence of the party seeking indemnification was remote, passive, or secondary, compared to the active negligence of the party from whom indemnity is sought. *Metro Aviation, Inc. v. United States*, 305 P.3d 832 (2013).	Three (3) years from date of settlement or payment of judgment. Mont. Stat. § 30-3-122(7).

STATE	JOINT AND SEVERAL LIABILTY	CONTRIBUTION LAW	STATUTE OF LIMITATIONS
NEBRASKA	**Modified Joint and Several Liability** Joint and several liability for economic damages (or defendants acting in concert), several liability for non-economic damages. Neb. Rev. Stat. §§ 25-21, 185.10.	Joint tortfeasors have a right to contribution. The contribution plaintiff must extinguish the liability of the joint tortfeasor from whom contribution is sought. The right to contribution becomes enforceable when one tortfeasor discharges more than his proportionate share of the judgment. *Royal Indem. Co. v. Aetna Cas. & Surety Co.*, 229 N.W.2d 183 (Neb. 1975). Before contribution plaintiff can recover against contribution defendant, contribution plaintiff must prove by the greater weight of the evidence each and all of the following: (1) Both that plaintiff and defendant had a common liability to the third party, and the amount of that common liability; (2) Both that plaintiff paid more than its pro-rata share of the common liability, and the amount of money that it paid over and above its pro-rata share; (3) The part of the common liability that is owed by defendant, and (4) That plaintiff has extinguished defendant's liability to third party. If liability of contribution defendant was extinguished by settlement, then instead of No. 3 above, you must show that amount paid in settlement by contribution plaintiff was reasonable. The doctrine of contribution is an equitable doctrine which requires that persons under a common burden share that burden equitably. *In re Est. of Harchelroad*, 18 N.W.3d 103 (Neb. 2025). Contribution is defined as a sharing of the cost of an injury as opposed to a complete shifting of the cost from one to another, which is indemnification. *United Gen. Title Ins. Co. v. Malone*, 858 N.W.2d 196, 212 (Neb. 2015). The prerequisites to a claim for contribution are that the party seeking contribution and the party from whom it is sought share a common liability and that the party seeking contribution has discharged more than his or her fair share of the common liability.	Four (4) years from date of settlement or payment of judgment. Neb. Rev. Stat. § 25-206 (1995); *Cepel v. Smallcomb,* 628 N.W.2d 654 (Neb. 2001).

STATE	JOINT AND SEVERAL LIABILTY	CONTRIBUTION LAW	STATUTE OF LIMITATIONS
NEVADA	**Modified Joint and Several Liability** Several liability, except for (1) strict liability, defendants acting in concert, (2) environmental torts, or ordinary negligence where the plaintiff is fault free - then joint and several liability applies to all at-fault defendants. N.R.S. § 41-141; *GES, Inc. v. Corbitt*, 21 P.3d 11 (Nev. 2001); *Buck by Buck v. Greyhound Lines, Inc.,* 783 P.2d 437 (Nev. 1989).	Where two or more persons become jointly or severally liable in tort for the same injury to person or property or for the same wrongful death, there is a right of contribution among them even though judgment has not been recovered against all or any of them. The right of contribution exists only in favor of a tortfeasor who has paid more than his equitable share of the common liability, and the tortfeasor's total recovery is limited to the amount paid by the tortfeasor in excess of his equitable share. No tortfeasor is compelled to make contribution beyond his own equitable share of the entire liability. A tortfeasor who enters into a settlement with a claimant is not entitled to recover contribution from another tortfeasor whose liability for the injury or wrongful death is not extinguished by the settlement nor in respect to any amount paid in a settlement which is in excess of what was reasonable. N.R.S. § 17.225. Joint tortfeasor has right of contribution unless he settles with claimant prior to judgment. Judgment against one tortfeasor does not discharge the other tortfeasors from liability, nor does satisfaction of the judgment impair right of contribution. N.R.S. § 17.225; *Van Cleave v. Gamboni Const.,* 706 P.2d 845 (Nev. 1985).	Contribution plaintiff may seek contribution during the original proceeding or in separate proceeding filed within one (1) year of final judgment.
NEW HAMPSHIRE	**Modified Joint and Several Liability** Joint and several liability for defendants more than 50% at fault, for other defendants with less than 50% fault, several liability. N.H. Rev. Stat. Ann § 507:7-e. Joint and several always when defendants found to be acting in concert. *Gouldreault v. Kleeman*, 965 A.2d 1040 (N.H. 2009).	Whether or not the proportionate fault of the parties has been established, contribution actions may be enforced in a separate action, even if a judgment has not been rendered against the person seeking contribution or the person from whom contribution is being sought. N.H. Rev. Stat. Ann § 507:7-e; *Pike Industries v. Hiltz Construction*, 718 A.2d 236 (N.H. 1998).	If Judgment: One (1) year from date judgment final. If No Judgment: Contribution plaintiff must discharge common liability within SOL of underlying action and then has one (1) year to file contribution action.

STATE	JOINT AND SEVERAL LIABILTY	CONTRIBUTION LAW	STATUTE OF LIMITATIONS
NEW JERSEY	**Modified Joint and Several Liability** Several liability for defendants less than 60% at fault, otherwise defendants will be held jointly and severally liable. N.J.S.A. § 2A:15-5.3.	Contribution allowed provided there is a judgment, determination of plaintiff's damages, and existence of non-settling defendants. Settling tortfeasor is entitled to contribution from other joint tortfeasors if settlement extinguishes the joint tortfeasor's liability and settlement was reasonable, provided the settlement is elevated to a final judgment (*e.g.,* consent judgment from court or dismissal). N.J. Stat. § 2A:53A-3; *Steele v. Kerrigan*, 689 A.2d 685 (N.J. 1997). No contribution allowed with ordinary settlement, unless there was a dismissal, the non-settling tortfeasor was not a party to the suit, and the SOL bars any subsequent claim against the contribution defendant by the original plaintiff. *Gangemi v. National Health Laboratories, Inc*., 701 A.2d 965 (N.J. App. 1997).	Six (6) years from date the cause of action accrues (payment). N.J.S.A. § 2A:14-1; *Ideal Mut. Ins. Co. v. Royal Globe Ins. Co.,* 511 A.2d 1205 (N.J. Super. 1986).
NEW MEXICO	**Modified Joint and Several Liability** Pure comparative fault adopted in 1981. This abolished joint and several liability between concurrent tortfeasors. There is only several liability, except for intentional torts, vicariously liable defendants, matters involving inherently dangerous activities, and products liability cases. N.M.S.A. § 41-3A-1; *Lewis v. Samson*, 35 P.3d 972 (N.M. 2001).	Contribution is eliminated between concurrent tortfeasors. Several liability only. No contribution allowed by severally liable defendant. N.M.S.A. § 41-3A-1. If concurrent tortfeasor liable only for his respective share of fault, no need for contribution. *Wilson v. Galt*, 668 P.2d 1104 (N.M. App. 1983). When successive tortfeasor liability (exception to several liability) or one of the exceptions when joint and several applies (*e.g.,* inherently dangerous activity), joint and several liability applies. The original injury and the subsequent enhancement of the injury must be "separate and causally-distinct injuries." There must be negligence, causation, and a distinct original injury. *Gulf Ins. Co. v. Cottone*, 148 P.3d 814 (N.M. 2006). Example: injury followed by negligent medical care. There must be a second, distinct injury or enhancement.	Three (3) years from date contribution plaintiff has either discharged the common liability of the joint tortfeasors by payment or has paid more than his pro-rata share. N.M.S.A. § 55-3-118; *Mora-San Miguel Elec. Co-Op., Inc. v. Hicks & Ragland,* 598 P.2d 218 (N.M. App. 1979).

STATE	JOINT AND SEVERAL LIABILTY	CONTRIBUTION LAW	STATUTE OF LIMITATIONS
NEW YORK	**Modified Joint and Several Liability** Joint and several liability, except when it is a personal injury defendant less than 50% liable - then several liability and only for non-economic damages. N.Y. C.P.L.R. § 1601; *Cooney v. Osgood Machinery*, 612 N.E.2d 277 (N.Y. 1993).	Joint tortfeasors have right to contribution, provided they have discharged the common liability of joint tortfeasors by payment or have paid over their pro-rata share. Settlement or order must satisfy "all claims" arising out of incident. A settling defendant who has obtained a general release from plaintiff is free from any claim of contribution by non-settling defendants under § 15-108. That defendant will be dropped from the action. Furthermore, settling defendant forfeits any claim that he/she may have for contribution against other non-settling defendants; he/she does not, however, forfeit the right to indemnification. A pre-loss lease waiver-of-subrogation clause that does not satisfy the monetary consideration requirements of § 15-108(d) does not operate as a 'release' barring contribution. *New York Marine & Gen. Ins. Co. v. NY Firetech Inc.*, 2026 NY Slip Op 30143(U) (Sup. Ct. N.Y. Jan. 14, 2026). Contribution may be sought in underlying action or a separate action. A joint tortfeasor who settles with tortfeasor relieves that tortfeasor of any potential contribution liability to any other person. N.Y. C.P.L.R. § 1401; *Sommer v. Fed. Signal Corp.*, 593 N.E.2d 1365 (N.Y. 1992). Settlement is "voluntary" if before judgment, but not after judgment. *Makeun v. New York*, 471 N.Y.S.2d 293, 298 (N.Y. App. Div. 1984). Settling tortfeasor cannot seek contribution from non-settling defendant even if he pays over his share, because he's a "volunteer." *Orsini v. Kugel*, 9 F.3d 1042 (2nd Cir. 1993).	Two (2) years from date of payment. *Berlin & Jones, Inc. v. State*, 381 N.Y.S.2d 778 (N.Y. Ct. Cl. 1976).

STATE	JOINT AND SEVERAL LIABILTY	CONTRIBUTION LAW	STATUTE OF LIMITATIONS
NORTH CAROLINA	**Pure Joint and Several Liability** Joint and Several Liability. N.C.G.S.A. § 1B-2.	Contribution plaintiff for years were entitled to recover from joint tortfeasor the amount of a reasonable settlement which is in excess of his pro-rata share of liability in a third-party action or as a separate action. N.C.G.S.A. § 1B-2; *Chamock v. Taylor*, 26 S.E.2d 911 (N.C. 1943). There was a common law right to contribution, or equitable contribution, pursuant to which one person can obtain reimbursement for a portion of the judgment or liability against him. The extent to which common law contribution is still available is not entirely clear following passage of the Uniform Right to Contribution Among Joint Tortfeasors Act ("UJTA"). One case argues that there is no longer any common law contribution. *Holland v. Edgerton*, 355 S.E.2d 514 (N.C. App. 1987) ("The right to contribution is statutory; therefore, it must be enforced according to the terms of the statute"). North Carolina has passed the UJTA. N.C.G.S.A. § 1B-1(a). It contains several specific statutory provisions regarding the right to contribution, including the recognition of the right. G.S. § 1B-1(a). However, a general contractor usually does not have a contribution claim against a subcontractor, because they are not tortfeasors toward the owner. A settling tortfeasor has a right of contribution only if he extinguishes liability of the other tortfeasor. A tortfeasor which settles with a claimant is not entitled to recover contribution from another tortfeasor whose liability for the injury or wrongful death hasn't been extinguished nor in respect to any amount paid in a settlement that is in excess of what was reasonable. G.S. § 1B-1(d).	One (1) year after judgment or payment. Three (3) years after voluntary dismissal of pending contribution claim. *Safety Mut. Cas. Corp. v. Spears, Barnes, Baker, Wainio, Brown & Whaley*, 409 S.E.2d 736 (N.C. App. 1991).
NORTH DAKOTA	**Modified Joint and Several Liability** Several liability, unless defendants are acting in concert. N.D.C.C. § 32-03.2-02; *Pierce v. Shannon*, 607 N.W.2d 878 (N.D. 2000).	Contribution allowed in underlying or separate action where tortfeasor pays more than his share of common liability. Contribution plaintiff only entitled to contribution if liability of contribution defendant was extinguished by a reasonable settlement. N.D.C.C. § 32-03.2-02 (1987); *Pierce v. Shannon*, 607 N.W.2d 878 (N.D. 2000).	Must be brought by motion in pending suit or within one (1) year of judgment. If settlement, must be brought within one (1) year of payment.

STATE	JOINT AND SEVERAL LIABILTY	CONTRIBUTION LAW	STATUTE OF LIMITATIONS
OHIO	**Modified Joint and Several Liability** Joint and several liability for economic damages where defendant is more than 50% at fault. Ohio Rev. Code Ann. § 2307.22; *Gurry v. C.P.,* 972 N.E. 154 (Ohio 2012). If found liable for intentional torts, joint and several liability applies for plaintiff's economic damages – non-economic losses are several liability.	Contribution allowed in underlying or separate action where tortfeasor pays more than his share of common liability. Contribution plaintiff only entitled to contribution if liability of contribution defendant was extinguished by a reasonable settlement. Ohio Rev. Code Ann. § 2307.25; *Nationwide Ins. Co. v. Shenefield*, 620 N.E.2d 866 (1992). A general release of "all other parties" is insufficient. It must name the non-settling party. When there is a settlement, the right to contribution is established under § 2307.25(C), which states: "A liability insurer that by payment has discharged in full or in part the liability of a tortfeasor and has discharged in full by the payment its obligation as insurer is subrogated to the tortfeasor's right of contribution to the extent of the amount it has paid in excess of the tortfeasor's proportionate share of the common liability."	One (1) year after judgment or timely settlement. Ohio Rev. Code Ann. § 2307.26; *Westfield Insurance v. Chapel Electric Co*., 2024 WL 3466076 (Ohio App. 2024). Section 2307.26 says: "If there is no judgment for the injury or loss to person or property or the wrongful death against the tortfeasor seeking contribution, that tortfeasor's right of contribution is barred unless ... … (B) That tortfeasor has agreed while an action is pending against that tortfeasor to discharge the common liability and has paid within one year after the agreement the common liability and commenced that tortfeasor's action for contribution." Consequently, the following actions must take place: (1) the tortfeasor must agree to discharge common liability; (2) the tortfeasor must pay within one year after the agreement; and (3) the tortfeasor must commence a contribution action within one year after the agreement. Even though the equity for contribution arises at the time of the creation of the relationship between the parties, the right to sue thereon accrues when a party has paid more than his share of the joint obligation." *Westfield Insurance v. Chapel Electric Co*., 2024 WL 3466076 (Ohio App. 2024).

STATE	JOINT AND SEVERAL LIABILTY	CONTRIBUTION LAW	STATUTE OF LIMITATIONS
OKLAHOMA	**Pure Several Liability** Several Liability - each tortfeasor is liable only for the amount of damages allocated to that individual. 23 Okla. Stat. Ann. § 15.	Contribution allowed in underlying or separate action where tortfeasor pays more than his share of common liability. Liability insurer specifically subrogated to rights of contribution tortfeasor. Contribution plaintiff only entitled to contribution if liability of contribution defendant was extinguished by a reasonable settlement. 12 Okla. Stat. § 832; *Barringer v. Baptist Healthcare*, 22 P.3d 695 (Okla. 2001).	Two (2) years after final judgment or settlement. *Fruehauf Trailer Co. v. Gilmore*, 167 F.2d 324 (10th Cir. 1948).
OREGON	**Modified Joint and Several Liability** Several Liability, except for environmental torts, but if part of judgment is uncollectable, it may be reallocated. O.A.R. § 31-610.	Contribution plaintiff entitled to recover from joint tortfeasor the amount of a reasonable settlement which is in excess of his pro-rata share of liability in a third-party action or as a separate action. O.A.R. §§ 31.800 and 31.805; *Lasley v. Combined Transp.*, 261 P.3d 1215 (Or. 2011). Section 31.800 governs. The four elements of a claim for contribution by a tortfeasor settling with the tort victim are: (1) joint liability in tort for the same injury; (2) contribution plaintiff paid more than a proportional share of the common liability; (3) settlement extinguished the contribution defendant's liability; and (4) settlement was reasonable. *Jensen v. Alley*, 877 P.2d 108 (Or. App. 1994).	Two (2) years after final judgment or settlement. O.A.R. § 31.810.
PENNSYLVANIA	**Modified Joint and Several Liability** Several Liability, except for intentional torts and when defendants are more than 60% at fault. 42 P.S. § 7102.	Contribution allowed among joint tortfeasors. Any defendant who pays more than his percentage may seek contribution in underlying action or as a separate action. 42 P.S. § 7102; *McMeekin v. Harry M. Stevens, Inc*., 530 A.2d 462 (Pa. Super. 1987). Section 8324 provides for contribution among joint tortfeasors provided the contribution plaintiff has discharged the common liability or paid more than his share. If there is a settlement, the contribution plaintiff must extinguish the liability of the contribution defendant to pursue contribution from him. To prove they are joint tortfeasors, actual liability of both tortfeasors must be established. Undecided if settling defendant can seek contribution from a non-party to the original suit. If there is a judgment, however, he can.	Two (2) years from date of judgment or settlement. *Hughes v. Pron*, 429 A.2d 9 (Pa. Super. 1981).
RHODE ISLAND	**Pure Joint and Several Liability** Joint and Several Liability - plaintiff may recover full amount of damages from any one tortfeasor. R.I.G.I. § 10-6-2.	Contribution among joint tortfeasors allowed in underlying action or separate action. R.I.G.I. § 10-6-3; *Hawkins v. Gadoury*, 713 A.2d 799 (R.I. 1998).	One (1) year after judgment or settlement. R.I.G.I § 10-6-4.

STATE	JOINT AND SEVERAL LIABILTY	CONTRIBUTION LAW	STATUTE OF LIMITATIONS
SOUTH CAROLINA	**Modified Joint and Several Liability** Several liability for a defendant found less than 50% at fault, as long as conduct did not involve drugs/alcohol and was not intentional - all others are jointly and severally liable. S.C. Code Ann. § 15-38-15; *Branham v. Ford Motor Co.,* 701 S.E.2d 5 (S.C. 2010).	A tortfeasor who enters into a settlement with claimant is not entitled to recover contribution from another tortfeasor whose liability for the injury or wrongful death is not extinguished by settlement or in respect to any amount paid in settlement which is in excess of what was reasonable. A settling tortfeasor may recover contribution from a non-settling tortfeasor provided the settlement agreement must extinguish the non-settling tortfeasor's liability and settlement amount must be reasonable. Where there is no judgment against the tortfeasor seeking contribution, the right of contribution is barred unless they have either: (1) discharged by payment the common liability within the SOL period applicable to plaintiff's right of action against them and have commenced action for contribution within one (1) year after payment, or (2) agreed while action is pending against them to discharge common liability and have, within one (1) year after the agreement, paid the liability and commenced their contribution action for contribution. S.C. Code Ann. § 15-38-20.	One (1) year after the common liability is extinguished by the release.
SOUTH DAKOTA	**Modified Joint and Several Liability** Joint and several liability for defendants 50% or more at fault. S.D.C.L. § 15-8-11. Joint and several liability for defendants less than 50% at fault, but with a cap on liability - no more than twice their proportionate share of the fault. S.D.C.L. § 15-8-15.1.	A joint tortfeasor has a right of contribution in the underlying action and separate action if they settle and extinguish the liability of the contribution defendant. A release by the injured person of one joint tortfeasor does not relieve him from contribution liability unless the release is given before right of contribution accrues and provides a pro-rata reduction of plaintiff's damages recoverable against all other tortfeasors. S.D.C.L. § 15-8-12; *Freeman v. Berg*, 482 N.W.2d 32, 34 (S.D. 1992).	One (1) year after payment (judgment or settlement). Uniform Contribution Among Tortfeasors Act ("UCATA").

STATE	JOINT AND SEVERAL LIABILTY	CONTRIBUTION LAW	STATUTE OF LIMITATIONS
TENNESSEE	**Pure Several Liability** Generally, several liability, except when defendants act in concert or for products liability cases. *Banks v. Elks Club Pride of Tenn.,* 1102, 301 S.W.3d 214 (Tenn. 2010).	Where two or more persons are jointly or severally liable in tort for the same injury to person or property, joint tortfeasors have right of contribution, unless intentional. Right of contribution exists only in favor of tortfeasor who paid more than the proportionate share of shared liability between two or more tortfeasors for the same injury or wrongful death, in accordance with the procedure set out in § 29-11-104, and tortfeasor's total recovery is limited to amount paid by tortfeasor in excess of this proportionate share. Contribution action can be brought in original action or in a separate action. T.C.A. § 29-11-102; *Velsicol Chem. Corp. v. Rowe*, 543 S.W.2d 337, 340 (Tenn. 1976). A tortfeasor who enters into settlement with a claimant isn't entitled to recover contribution from another tortfeasor whose liability for the injury or wrongful death isn't extinguished by settlement nor in respect to any amount paid in a settlement which is over what was reasonable. A liability insurer, who by payment has discharged in full or in part the liability of a tortfeasor and has thereby discharged in full its obligation as insurer, may be subrogated to tortfeasor's right of contribution to the extent of the amount it paid in excess of the tortfeasor's proportionate share of shared liability between two or more tortfeasors for the same injury or wrongful death, in accordance with the procedure set out in § 29-11-103. This provision does not limit or impair right of subrogation or assignment arising from any other relationship and causes of action for contribution or indemnity are fully assignable and transferable. T.C.A. § 29-11-102(d)(e).	One (1) year after payment (judgment or settlement). *Security Fire Protection v. City of Ripley*, 608 S.W.2d 874 (Tenn. App. 1980).

STATE	JOINT AND SEVERAL LIABILTY	CONTRIBUTION LAW	STATUTE OF LIMITATIONS
TEXAS	**Modified Joint and Several Liability** Joint and several liability for defendants more than 50% at fault, or defendants who act intentionally. Tex. Civ. Prac. § 33.013. Under Texas law, insurers may seek reimbursement under the doctrines of contractual and equitable contribution or contractual and equitable subrogation. Generally, *equitable contribution* may be available if two or more insurers bind themselves to pay the entire loss insured against, and one insurer pays the whole loss, the one so paying has a right of action against his co-insurer, or co-insurers, for a ratable proportion of the amount paid by him, because he has paid a debt which is equally and concurrently due by the other insurers. The elements of a contribution claim are (1) the several insurers share a common obligation or burden and (2) the insurer seeking contribution has paid more than its fair share of the common obligation or burden. *Colony Ins. Co. v. First Mercury Ins. Co.*, 2023 WL 8714857 (5th Cir. 2023); *Mid-Continent Ins. Co. v. Liberty Mut. Ins. Co.,* 236 S.W.3d 765 (Tex. 2007).	However, this direct claim for contribution between co-insurers disappears when the insurance policies contain other insurance or pro rata clauses. A pro rata clause operates to ensure that each insurer is not liable for any greater proportion of the loss than the coverage amount in its policy bears to the entire amount of insurance coverage available. The effect of the pro rata clause precludes a direct claim for contribution among insurers because the clause makes the contracts several and independent of each other. With independent contractual obligations, the co-insurers do not meet the common obligation requirement of an equitable contribution claim, because each co-insurer contractually agreed with the insured to pay only its pro rata share of a covered loss. If an insurer is not entitled to contribution, it might be able to still seek equitable subrogation. Payment of the insured's entire loss by one co-insurer does not relieve the other co-insurers' contractual obligations to the insured to pay its pro rata share of the loss. Therefore, the insured would still have a right to enforce the contractual obligation, and presumably that the co-insurer seeking reimbursement could be subrogated to this right. However, the right to subrogation is limited by "the contractual and common law duties an insurer owes its insured." When an insured is covered by multiple policies containing pro rata clauses, and the insured has not been fully indemnified, the insured may enforce this contractual obligation to recover the multiple insurers' shares of the covered loss, so long as the shares are within policy limits. A fully indemnified insured has no right to recover an additional pro rata portion of settlement from an insurer regardless of that insurer's contribution to the settlement. If the insured fully recovers its loss, it has no contractual rights that a co-insurer may assert against another co-insurer in subrogation. *Mid-Continent Ins. Co. v. Liberty Mut. Ins. Co.,* 236 S.W.3d 765 (Tex. 2007).	Two (2) years from date judgment or settlement imposes liability on contribution plaintiff. *Beaumont Coca Cola Bottling Co. v. Cain*, 628 S.W.2d 99 (Tex. App. 1981).
UTAH	**Pure Several Liability** Several Liability - if some parties are immune from suit, their share can be allocated to other defendants if their fault is less than 40%. U.C.A. § 78B-5-818.	Utah has no joint and several liability. Therefore, a defendant in a tort case is not entitled to contribution. A defendant may join other responsible parties as defendants in the original action and may identify non-parties whom the trier of fact should consider when allocating fault. U.C.A. § 78B-5-820.	Four (4) years for personal injuries. U.C.A. § 78-12-25(3).

STATE	JOINT AND SEVERAL LIABILTY	CONTRIBUTION LAW	STATUTE OF LIMITATIONS
VERMONT	**Pure Several Liability** Several liability where plaintiff is also at fault in some manner. 12 Vt. Stat. Ann. § 1036.	Vermont does not afford joint tortfeasors a right to contribution. *Murray v. J & B Int'l Trucks, Inc.*, 508 A.2d 1351 (Vt. 1986).	N/A
VIRGINIA	**Pure Joint and Several Liability** Joint and several liability for all tortfeasors. Va. St. § 8.01-443; *Cox v. Geary*, 624 S.E.2d 16 (Va. 2006).	Joint tortfeasors have a right to contribution in cases of negligence with no moral turpitude. A joint tortfeasor who settles isn't subject to contribution from others and isn't entitled to contribution unless settlement specifically discharges or extinguishes all joint tortfeasors from liability. Va. St. § 8.01-34; Va. St. § 8.01-35.1; *Sullivan v. Robertson Drug Co*., 639 S.E.2d 250 (Va. 2007). Right of contribution arises when one tortfeasor has paid claims that another wrongdoer is also liable. Insurer making settlement of claim against its insured is subrogated to his right of contribution. *Nationwide Mutual Ins. Co. v. Minnifield*, 196 S.E.2d 75 (Va. 1973). Insurance company that has subrogation and contribution rights arising out of same accident may assert these rights separately. *Nationwide Mut. v. Jewel Tea Co*., 202 Va. 527, 118 S.E.2d 646.	Three (3) years from date of payment of judgment or settlement. Va. St. § 8.01-246(4) (Implied Contract); *Gemco-Ware, Inc. v. Rongene Mold*, 360 S.E.2d 342 (Va. 1987).
WASHINGTON	**Modified Joint and Several Liability** Joint and several liability where plaintiff is not at fault, cases of vicarious liability, and where defendants act in concert - otherwise several liability. R.C.W.A. § 4.22.070.	Right of contribution exists between or among two or more persons who are jointly and severally liable for same loss, whether judgment has been recovered against all or any of them. It may be enforced in original action or by a separate action. Contribution is available to a person who settles only (a) if liability of the person against whom contribution is sought has been extinguished by settlement and (b) to extent that the amount paid in settlement was reasonable at time of settlement. R.C.W.A. § 4.22.040. If the comparative fault of the parties to a claim for contribution has been established previously by the court in the original action, a party paying over that party's equitable share of the obligation, upon motion, may recover judgment for contribution. If it hasn't been established in the original action, contribution may be enforced in a separate action, whether a judgment has been rendered against the person seeking contribution or person from whom contribution is being sought. R.C.W.A. § 4.22.050; *Mazon v. Krafchick*, 144 P.3d 1168 (Wash. 2006).	One (1) year from date of judgment. If no judgment has been rendered, the contribution plaintiff must have (a) discharged by payment the common liability within the period of the statute of limitations applicable to the claimant's right of action against him or her and commenced the action for contribution within one (1) year after payment, or (b) agreed while the action was pending to discharge the common liability and, within one (1) year after the agreement, have paid the liability and commenced an action for contribution. R.C.W.A. § 4.22.050.

STATE	JOINT AND SEVERAL LIABILTY	CONTRIBUTION LAW	STATUTE OF LIMITATIONS
WEST VIRGINIA	**Modified Joint and Several Liability** Joint and Several Liability abolished as of June 2015 and Modified Comparative Fault implemented. Liability of each defendant for compensatory damages shall be only several and not joint**.** Joint liability will only be imposed where there is a conscious conspiracy between two or more defendants. W. Va. Code § 55-7-13a to § 55-7-13d (amended 3/5/15).	Prior to abolishing joint and several, proportionate fault attributed by judgment to non-parties and paid by liable defendant could be recovered from the non-party by contribution. A settling defendant could not seek contribution. In 2015, West Virginia abolished joint and several and passed a new modified comparative fault system. W. Va. Code §§ 55-7-13 and 55-7-24. Under the new system, liability is "several" and defendants are only responsible for their proportion of fault. After 5/25/15, the new § 55-7-13d allows juries to consider the fault of non-parties. Any fault assigned to non-parties will be reduced from plaintiff's recovery in proportion to the % of fault charged to the non-party. Where plaintiff has settled with a party or non-party before verdict, plaintiff's recovery will be reduced in proportion to the % of fault assigned to the settling party or non-party. The new system is applicable to all actions arising on or after 5/25/15. Defendants no longer need to file third-party complaints against non-parties if they wish to assert claims for contribution to have fault assessed against other potentially liable parties and no longer need to give notice that they intend to have fault of non-parties considered. This may result in plaintiffs suing all potentially liable parties at the outset of litigation. The new § 55-7-13d allows jury to consider fault of all potentially liable parties, regardless of whether the person was or could've been named a party, *i.e.,* plaintiff can now "try the empty chair." The fault of a non-party may be considered if (1) plaintiff settles with non-party, or (2) defendant provides notice no later than 180 days after service of process that a non-party was at fault. Notice must be served on all parties and filed with the court. Recovery is reduced by % of fault chargeable to the non-party and fault assessed against non-parties does not make that party liable, and may not be used as evidence, and isn't admissible in any other action. W.Va. Code §55-7-13d(a)(5). Where a tortfeasor settles with and is released by plaintiff and obtains a release for a joint tortfeasor, the release preserves the settling tortfeasor's right of contribution against the released joint tortfeasor. No right of contribution exists against any defendant who settles in good faith with plaintiff prior to the jury's findings as to total damages. *Modular Bldg. Consultants of W. Va. Inc. v. Poerio, Inc*., 774 S.E.2d 555 (W. Va. 2015).	Two (2) years from date of judgment. W. Va. Code § 55-2-12. It applies to actions based in tort or any other legal theory seeking damages for personal injury, property damage, or wrongful death arising on or after June 2015.

STATE	JOINT AND SEVERAL LIABILTY	CONTRIBUTION LAW	STATUTE OF LIMITATIONS
WISCONSIN	**Modified Joint and Several Liability** Joint and several liability for defendants who are 51% or more at fault and all acted in concert to cause plaintiff's damages. Wis. Stat. § 895.045; *Richards v. Badger Mut. Ins.*, 749 N.W.2d 581 (Wis. 2008). Several liability for cases involving strict products liability.	A joint tortfeasor who pays more than his share of the damages can seek contribution against the other tortfeasors. *State Farm Mut. Auto. Ins. Co. v. Schara*, 201 N.W.2d 758 (Wis. 1972). A settlement by one tortfeasor does not alter the right to contribution. *Id*. Each party's degree of fault is allocated by the jury. Wis. Stat. § 895.045; *Pachowitz v. Milwaukee Suburban Transport Corp*., 202 N.W.2d 268 (Wis. 1972). The issue of contribution may be decided in the original litigation. *Johnson v. Heintz*, 243 N.W.2d 815 (Wis. 1974). The right to contribution arises when one party has paid more (judgment or settlement) than its just proportion of a joint liability. The right of contribution cannot arise out of a prior judgment allocating the comparative negligence between the two parties. *General Accident Ins. Co. v. Schoendorf & Sorgi*, 549 N.W.2d 429 (Wis. 1996).	One (1) year from payment. Wis. Stat. § 893.92. Payment, not determination of proportional responsibilities, starts the one (1) year SOL period running.
WYOMING	**Pure Several Liability** Several liability with each defendant only paying their share of the liability. Wyo. Stat. § 1-1-109; *Pinnacle Bank v. Villa*, 100 P.3d 1287 (Wyo. 2004).	Joint and several liability has been abolished. No right of contribution exists. *Anderson Highway Signs & Supply v. Close*, 6 P.3d 123 (Wyo. 2000).	N/A