

## JOINT AND SEVERAL LIABILITY

a State-by-State Review

## Compendium of Law



## Vernhershin Roctor

... (410) 230-3622

MARYLAND | BALTIMORE Franklin & Prokopik, PC Albert B. Randall, Jr....arandall@fandpnet.com

SOUTH CAROLINA | COLUMBIA Sweeny, Wingate & Barrow, P.A. Mark S. Barrow..................(803) 256-2233 msb@swblaw.com

MICHIL		nosiei	
ALABAMA   BIRMINGHAM Carr Allison Charles F. Carr(251) 626-9340	MASSACHUSETTS   BOSTON Rubin and Rudman LLP John J. McGivney(617) 330-7000	SOUTH DAKOTA   PIERRE Riter Rogers, LLP Robert C. Riter(605) 224-5825	DENMARK Lund Elmer Sandager Jacob Roesen(+45 33 300 268)
ccarr@carrallison.com  ARIZONA   PHOENIX Jones, Skelton & Hochuli, P.L.C. Phillip H. Stanfield(602) 263-1745 pstanfield@jshfirm.com	jmcgivney@rubinrudman.com  MINNESOTA   ST. PAUL Larson • King, LLP Mark A. Solheim(651) 312-6503 msolheim@larsonking.com	r.riter@riterlaw.com  TENNESSEE   MEMPHIS  Martin, Tate, Morrow & Marston, P.C.  Lee L. Piovarcy(901) 522-9000  lpiovarcy@martintate.com	jro@les.dk  ENGLAND  Wedlake Bell LLP  Richard Isham+44(0)20 7395 3000 risham@wedlakebell.com
ARKANSAS   LITTLE ROCK Quattlebaum, Grooms & Tull PLLC John E. Tull, III	MISSISSIPPI   GULFPORT Carr Allison Douglas Bagwell(228) 864-1060 dbagwell@carrallison.com	TEXAS   DALLAS Fee, Smith, Sharp & Vitullo, L.L.P. Michael P. Sharp(972) 980-3255 msharp@feesmith.com	ESTONIA • LATVIA • LITHUANIA LEXTAL Tallinn Riga Vilnius Lina Siksniute- Vaitiekuniene(+370) 5 210 27 33 lina@lextal.lt
CALIFORNIA   LOS ANGELES Murchison & Cumming LLP Dan L. Longo(714) 953-2244 dlongo@murchisonlaw.com	MISSISSIPPI   RIDGELAND Copeland, Cook, Taylor & Bush, P.A. James R. Moore, Jr	TEXAS   HOUSTON MehaffyWeber Barbara J. Barron(713) 655-1200 BarbaraBarron@mehaffyweber.com	FINLAND Lexia Attorneys Ltd. Markus Myhrberg
CALIFORNIA   SAN DIEGO Klinedinst PC John D. Klinedinst(619) 239-8131 jklinedinst@klinedinstlaw.com	MISSOURI   ST. LOUIS Lashly & Baer, P.C. Stephen L. Beimdiek	UTAH   SALT LAKE CITY Strong & Hanni, PC Stephen J. Trayner(801) 323-2011 strayner@strongandhanni.com	FRANCE Delsol Avocats Emmanuel Kaeppelin+33(0)4 72 10 20 30 ekaeppelin@delsolavocats.com
CALIFORNIA   SAN FRANCISCO Hanson Bridgett LLP Mert A. Howard(415) 995-5033 mhoward@hansonbridgett.com	MONTANA   GREAT FALLS Davis, Hatley, Haffeman & Tighe, P.C. Maxon R. Davis(406) 761-5243 max.davis@dhhtlaw.com	WASHINGTON   SEATTLE Williams Kastner Rodney L. Umberger(206) 628-2421 rumberger@williamskastner.com	GERMANY Buse Jasper Hagenberg+49 30 327942 0 hagenberg@buse.de
CALIFORNIA   SANTA BARBARA Snyder Burnett Egerer, LLP Barry Clifford Snyder(805) 683-7750 bsnyder@sbelaw.com	NEBRASKA   OMAHA Baird Holm LLP Jennifer D. Tricker(402) 636-8348 jtricker@bairdholm.com	WEST VIRGINIA   CHARLESTON Flaherty Sensabaugh Bonasso PLLC Michael Bonasso(304) 347-4259 mbonasso@flahertylegal.com	GREECE Corina Fassouli-Grafanaki & Associates Law Firm Korina Fassouli- Grafanaki(+30) 210-3628512
COLORADO   DENVER Lewis Roca Jessica L. Fuller	NEVADA   LAS VEGAS Thorndal Armstrong Delk Balkenbush & Eisinger Brian K. Terry(702) 366-0622 bkt@thorndal.com	WISCONSIN   MILWAUKEE Laffey, Leitner & Goode LLC Jack Laffey(414) 312-7105 jlaffey@llgmke.com	korina.grafanaki@lawofmf.gr HUNGARY Bihary Balassa & Partners Attorneys at Law
CONNECTICUT   HARTFORD Hinckley Allen Noble F. Allen(860) 725-6237 nallen@hinckleyallen.com  DELAWARE   WILMINGTON	NEW JERSEY   ROSELAND Connell Foley LLP Kevin R. Gardner(973) 840-2415 kgardner@connellfoley.com	WYOMING   CASPER Williams, Porter, Day and Neville PC Scott E. Ortiz(307) 265-0700 sortiz@wpdn.net	Phone
Cooch and Taylor P.A. C. Scott Reese	NEW MEXICO   ALBUQUERQUE Modrall Sperling Jennifer G. Anderson(505) 848-1809 Jennifer.Anderson@modrall.com	USLAW INTERNATIONAL  ARGENTINA   BUENOS AIRES Barreiro, Olivas, De Luca,	ITALY LEGALITAX Studio Legale e Tributario
Wicker Smith O'Hara McCoy & Ford P.A. Richards H. Ford	NEW YORK   BUFFALO Barclay Damon LLP Peter S. Marlette(716) 858-3763 pmarlette@barclaydamon.com	Jaca & Nicastro Nicolás Jaca Otaño(54 11) 4814-1746 njaca@bodlegal.com  BRAZIL   SÃO PAULO	Alessandro Polettini
Wicker Smith O'Hara McCoy & Ford P.A. Nicholas E. Christin	NEW YORK   HAWTHORNE Traub Lieberman Stephen D. Straus	Mundie e Advogados Rodolpho Protasio (55 11) 3040-2923 rofp@mundie.com CANADA   ALBERTA	avocats@tabery.eu  MALTA  EMD  Dr. Italo Ellul+356 2123 3005
Carr Allison Christopher Barkas(850) 222-2107 cbarkas@earrallison.com HAWAII   HONOLULU	NEW YORK   UNIONDALE Rivkin Radler LLP David S. Wilck	CALGARY & EDMONTON Parlee McLaws LLP Connor Glynn	iellul@emd.com.mt NETHERLANDS Dirkzwager Legal & Tax Karen A. Verkerk
Goodsill Anderson Quinn & Stifel LLP Edmund K. Saffery	NORTH CAROLINA   RALEIGH Poyner Spruill LLP Deborah E. Sperati	CANADA   ONTARIO   OTTAWA Kelly Santini Lisa Langevin(613) 238-6321 ext 276 llangevin@kellysantini.com	Verkerk@dirkzwager.nl NORWAY Advokatfirmaet Sverdrup DA Tom Eivind Haug+47 90653609
Duke Evett, PLLC Keely E. Duke	NORTH DAKOTA   DICKINSON Ebeltoft . Sickler . Lawyers PLLC Randall N. Sickler(701) 225-5297 rsickler@ndlaw.com	CANADA   QUEBEC   BROSSARD Therrien Couture JoliCoeur Douglas W. Clarke(450) 462-8555 douglas.clarke@groupetcj.ca	haug@sverdruplaw.no  POLAND GWW  Aldona Leszczyńska  - Mikulska+48 22 212 00 00
Lew R.C. Bricker	Roetzel & Andress Bradley A. Wright	CHINA   SHANGHAI Duan&Duan George Wang	warszawa@gww.pl PORTUGAL Carvalho, Matias & Associados Antonio Alfaia
Bergman PLC Kevin J. Visser(319) 366-7641 kvisser@spmblaw.com KANSAS/WESTERN MISSOURI	Plerce Couch Hendrickson Baysinger & Green, L.L.P. Gerald P Green	MEXICO   MEXICO CITY EC Rubio René Mauricio Alva+52 55 5251 5023 ralva@ecrubio.com	de Carvalho(351) 21 8855440 acarvalho@cmasa.pt SERBIA Vukovic & Partners
KANSAS CITY  Dysart Taylor Cotter McMonigle & Brumitt, PC Patrick K. McMonigle(816) 714-3039  pmcmonigle@dysarttaylor.com	OREGON   PORTLAND Williams Kastner Thomas A. Ped(503) 944-6988 tped@williamskastner.com	TELFA AUSTRIA PHH Rechtsanwälte	Dejan Vuković
KENTUCKY   LOUISVILLE Middleton Reutlinger Elisabeth S. Gray(502) 625-2848 EGray@MiddletonLaw.com	PENNSYLVANIA   PHILADELPHIA Sweeney & Sheehan, P.C. J. Michael Kunsch(215) 963-2481 michael.kunsch@sweeneyfirm.com	Rainer Kaspar+43 1 714 24 40 kaspar@phh.at BELGIUM CEW & Partners	Flassiková
LOUISIANA   NEW ORLEANS McCranie, Sistrunk, Anzelmo, Hardy McDaniel & Welch LLC Michael R. Sistrunk	PENNSYLVANIA   PITTSBURGH Pion, Nerone, Girman, Winslow & Smith, P.C. John T. Pion(412) 281-2288 jpion@pionlaw.com	Charles Price	Juan José García
MAINE   PORTLAND Richardson, Whitman, Large & Badger Elizabeth G. Stouder(207) 774-7474 estouder@rwlb.com	RHODE ISLAND   PROVIDENCE Adler Pollock & Sheehan P.C. Richard R. Beretta, Jr(401) 427-6228 rberetta@apslaw.com	Melina Pyrgou	Phone
MARYLAND   BALTIMORE Franklin & Prokopik, PC	SOUTH CAROLINA   COLUMBIA Sweeny, Wingate & Barrow, P.A. Mark S. Barrow(803) 256-2233	Jiri Spousta(00 420) 224 819 133 spousta@akvk.cz	TURKEY Cukur & Yilmaz Phone

TURKEY Cukur & Yilmaz Phone.....

.....+90 232 465 07 07

## A State-by-State Guide to When Joint and Several Liability Arises

This quick glance compendium serves as a reference tool for joint and several laws across the United States. The allocation of fault in cases is not simply who did what. State law variations affect whether a plaintiff may recover, how much a plaintiff may recover, and how much a defendant may owe. This 50-state summary is a snapshot of the laws that affect how fault is allocated and joint and several liability. Many states have complex systems in place with laws and precedents that go beyond the referenced statutes. Contact your local USLAW member firm for more information and a deeper dive into each state's respective rules.

This USLAW Compendium of Law is regularly updated by USLAW member firms. It was created by:

Lew R.C. Bricker SmithAmundsen LLC 150 North Michigan Chicago, IL 60601 Phone: (312) 894-32

Phone: (312) 894-3224 <u>lbricker@salawus.com</u> <u>www.salawus.com</u>

Table Key			
	Joint and several liability will arise		
Joint and several liability may arise			
	Joint and several liability will arise in certain actions		
	Joint and several liability will not arise		

State	Liability Type	When Does Joint & Several Liability Arise?	Citation
Alabama	Pure Joint and Several	Defendants are jointly and severally liable. <b>Exception:</b> Recovery is barred when a plaintiff contributes to his or her own injuries.	Matkin v. Smith, 643 So. 2d 949, 951 (Ala. 1994).
Alaska	Pure Several	Never.	Alaska Stat. § 09.17.080(d).
Arizona	Variable	Only in three circumstances: (1) when defendants act in concert, (2) agency relationships, and (3) violations of duties created by the Federal Employer's Liability Act.	ARIZ. STAT. § 12-2506 (2001)
Arkansas	Pure Several	Never.	Ark. Code § 16-55- 201 (2003).
California	Variable	Only when economic damages are sought.	CAL. CIV. CODE § 1431.2(a) (2015).
Colorado	Variable	Generally, defendants in civil actions are not liable for an amount larger than that percentage of the judgment equal to the percentage of fault attributable to them. If, however, the defendants conspired to pursue a common plan or design to commit the tortious act, they will be held jointly liable. Defendants held jointly liable have a right of contribution from other defendants "acting in concert"—liability among contributors is limited to the percentage of fault attributed to them.	Colo. Rev. Stat. § 13- 21-111.5 (2016).
Connecticut	Variable	Only for actions that do not sound in negligence.	CONN. GEN. STAT. § 52-572h(c) (2018).
Delaware	Pure Joint and Several	Defendants are jointly and severally liable. <b>Exception:</b> Recovery is barred when a plaintiff is more than 50 percent at fault and if the defendant's conduct was plain negligence.	10 DEL. CODE § 6301 (1953); Blackshear v. Clark, 391 A.2d 747 (Del. 1978).
District of Columbia	Pure Joint and Several	Defendants are jointly and severally liable. <b>Exception:</b> Recovery is barred when a plaintiff contributes to his or her own injuries.	National Health Laboratories, Inc. v. Ahmadi, 596 A.2d 555 (D.C. 1991).
Florida	Variable	The legislature abrogated joint and several liability 15 years ago.	FLA. STAT. § 768.81(2) (2015).
Georgia	Pure Several	Never.	GA. CODE § 51-12-33 (2005).
Hawaii	Variable	Only in the following circumstances: (1) recovery of economic damages in actions involving injury or death to persons; (2) recovery of economic and non-economic	Наw. Sтат. § 663- 10.9 (1999)

State	Liability Type	When Does Joint & Several Liability Arise?	Citation
		damages in actions involving: intentional torts, strict and products liability torts, torts relating to environmental pollution, toxic and asbestos-related torts, torts relating to aircraft accidents, or torts relating to motor vehicle accidents; and (3) recovery of noneconomic damages in actions involving injury or death to persons against those tortfeasors whose individual degree of negligence is found to be twenty-five percent or more.	
Idaho	Variable	Only in the following actions: (1) where defendants act in concert and (2) where liability is vicarious.	IDAHO CODE § 6-803 (1971); Jones v. HealthSouth Treasure Valley Hosp., 206 P.3d 473 (Idaho 2009).
Illinois	Variable	Only when a defendant is 25 percent or more at fault. <b>Exception:</b> environmental polluters and negligent parties in medical malpractice actions are always joint and severally liable.	735 ILL. COMP. STAT. 5/2-1117 (2014).
Indiana	Variable	Joint liability was eliminated by Indiana comparative fault except for governmental entities and health care providers.	IND. CODE § 34-51-2-8 (2016).
lowa	Variable	Only when a defendant is 50 percent or more at fault <b>and</b> only for economic damages.	IOWA CODE § 668.4 (2012).
Kansas	Pure Several	Never.	KAN. STAT. § 60-258a (1974).
Kentucky	Pure Several	Never.	Ky. Rev. Stat. Ann. § 411.182.
Louisiana	Variable	Only in the following action: when defendants conspire to commit an intentional tort.	La. Civ. Code Art. 2324.
Maine	Pure Joint and Several	Defendants are jointly and severally liable. <b>Exception:</b> Recovery is barred when the plaintiff's degree of fault is equal to or greater than the defendant's.	Paine v. Spottiswoode, 612 A.2d 235 (Me. 1992).
Maryland	Pure Joint and Several	Defendants are jointly and severally liable. <b>Exception:</b> Recovery is barred when a plaintiff contributes to his or her own injuries.	Md. Code § 3-1401 (1973).
Massachusetts	Pure Joint and Several	Defendants are jointly and severally liable, but a plaintiff may sue any one defendant for the full amount. This defendant may then seek contribution from the other defendants in a derivative	Ann. L. Mass. Ch. 231B, § 1 (1962).

State	Liability Type	When Does Joint & Several Liability Arise?	Citation
		procedure. <b>Exception</b> : Recovery is barred when the defendants' combined degree of fault is less than that of the plaintiff.	
Michigan	Variable	Only in medical malpractice actions.	MICH. COMP. L. § 600.6304 (1995).
Minnesota	Variable	Pursuant to the plain language of Minn. Stat. § 604.02, an employer subject to workers' compensation laws cannot be held jointly and severally liable with a third-party tortfeasor, and thus third-party tortfeasor is liable for the entire verdict awarded in a civil suit with no reduction for the employer's fault. Fish v. Ramler Trucking, Inc., 935 N.W.2d 738 (Minn. 2019).	Minn. Stat. § 604.02 (2003).
Mississippi	Variable	Only in the following action: when a defendant consciously and deliberately commits a tortious act.	Miss. Code. Ann. § 85-5-7(2) and (4)(1989).
Missouri	Variable	Only when a defendant is 51 percent or more at fault in a tort action, which only applies to the defendants who remain when the case is submitted for verdict.	Mo. Rev. Stat. § 537.067 (2016).
Montana	Variable	Only when a defendant is 51 percent or more at fault <b>or</b> if the defendants acted in concert with each other.	MONT. CODE § 27-1- 703 (1979).
Nebraska	Variable	Only for economic damages <b>or</b> if the defendants acted in concert with each other.	NEB. STAT. § 25- 21,185.10 (1992).
Nevada	Variable	Defendants are jointly and severally liable in cases involving (a) Strict liability, (b) an intentional tort, (c) the emission, disposal, or spillage of a toxic or hazardous substance, (d) the concerted acts of the defendants, (e) an injury to any person or property resulting from a product which is manufactured, distributed, sold, or used in this State or (f) where defendant does not allege comparative negligence as a defense.	NRS 41.141; Buck v. Greyhound, 105 Nev. 756, 783 P.2d 437 (1989).
New Hampshire	Variable	Only when a defendant is 50 percent or more at fault <b>or</b> if the defendants acted in concert.	N.H. STAT. § 507:7-e (1997).
New Jersey	Variable	Only when a defendant is 60 percent or more at fault.	N.J. STAT. § 2A:15-5.3 (1995).
New Mexico	Variable	Only in the following actions: (1) intentional torts, (2) vicariously liable	N.M. STAT. § 41-3A-1 (1987); Lewis ex rel.

State	Liability Type	When Does Joint & Several Liability Arise?	Citation
		defendants, (3) product liability cases, (4) claims against the first of successive tortfeasors, and (5) cases involving inherently dangerous activities.	Lewis v. Sampson, 35 P.3d 972 (N.M. 2001) (first of successive tortfeasors); Saiz v. Belen School Dist., 827 P.2d 102 (N.M. 1992) (inherently dangerous activities).
New York	Variable	When a defendant is 50 percent or more at fault. Exceptions exist.	Cooney v. Osgood Machinery, 612 N.E.2d 277 (N.Y. 1993); CPLR Article 16
North Carolina	Pure Joint and Several	Defendants are jointly and severally liable. <b>Exception:</b> when a plaintiff's failure to use ordinary care was a proximate cause of his or her injury, he or she may not recover unless the case involves willful or wanton conduct by defendants.	N.C. STAT. § 1B-2 (1967). Brewer v. Harris, 279 N.C. 288, 182 S.E.2d 345 (1971).
North Dakota	Variable	Only in the following action: when defendants are found to have acted in concert or conspired to commit an intentional tort.	N.D. CODE § 32-03.2- 02 (1987).
Ohio	Variable	Only when a defendant is 50 percent or more at fault.	OHIO REV. CODE ANN. § 2307.22 (2013).
Oklahoma	Pure Several	Never.	OKLA. STAT. tit. 23, § 15 (West 2015).
Oregon	Variable	Only in the following action: (1) when a defendant commits an environmental Tort; (2) person has the same liability on a negotiable instrument; and (3) when a criminal defendant is liable for restitution with other defendants.	OR. REV. STAT. § 31.610(1) (2013); Or. Rev. Stat. § 73.0116; State v, Jensen, 308 Or. App. 808, 819, 480 P.3d 296 (2021).
Pennsylvania	Variable	When a defendant is 60% or more at fault, OR in the following actions: (1) intentional torts; (2) violations of Hazardous Sites Cleanup Act; and (3) violations of liquor code. Recent Superior Court decision held that the Fair Share Act (described above) does not apply where the plaintiff is not comparatively negligent, and all defendants are jointly and severally liable. Likely to be appealed to Supreme Court.	42 Pa. C.S. §7102; Spencer v. Johnson, 2021 PA Super 48 (Mar. 18, 2021), rearg. denied (Apr. 1, 2021).
Rhode Island	Pure Joint and Several	Defendants are always jointly and severally liable.	R. I. GEN. LAWS § 10-6- 2 (1956)

State	Liability Type	When Does Joint & Several Liability Arise?	Citation
South Carolina	Variable	Only when a defendant is 50 percent or more at fault or if a defendant's conduct is willful, wanton, reckless, grossly negligent, or intentional or involved in illegal drugs or alcohol.	S.C. CODE § 15-38-15 (2005).
South Dakota	Variable	Only when a defendant is 50 percent or more at fault. Defendants who are less than 50 percent at fault are still jointly and severally liable, but there is a cap on their liability for no more than twice their proportionate share of fault.	S.D. CODIFIED LAWS § 15-8-11 (2005).
Tennessee	Variable	Only in the following actions: (1) in a civil conspiracy when two or more at fault defendants act in concert and (2) in a products claim against a manufacturer on a theory of strict liability or breach of warranty.	Tenn. Code Ann. § 29-11-107(b) (2013).
Texas	Variable	Only when a defendant is 51 percent or more at fault.	Tex. Civ. Prac. & Rem. Code § 33.013(a).
Utah	Pure several, except in products cases.	No joint and several, except potentially in products cases between the manufacturer, distributors, and sellers of allegedly defective products.	Ut. Code § 78B-5-818 (1986). But see, Bylsma v. R.C. Willey, 2017 UT 85, 416 P.3d 595, 2017 WL 5998937.
Vermont	Variable	Only when the plaintiff has no fault attributed to him/her.	VT. STAT. § 1036 (1980).
Virginia	Pure Joint and Several	Defendants are always jointly and severally liable.	VA. CODE § 8.01-443 (1977).
Washington	Variable	Only in the following actions: (1) where the plaintiff is not at fault, (2) where defendants act in concert, (3) a person acted as an agent or servant of a party, or (4) in certain other instances involving hazardous materials or substances, "tortious interference with contracts or business relations," and "the manufacture or marketing of a fungible product in a generic form."	Wash. Rev. Code § 4.22.070(1), (3).
West Virginia	Variable	Only in the following actions: (1) defendants consciously conspire to commit a tortious act; (2) alcohol or drug- influenced driving; (3) criminal conduct; (4) an illegal disposal of hazardous waste; and (5) in cases against political subdivisions or its employee as to each defendant who bears twenty-five percent or more negligence, and (6) defendants who have the same liability on an	W. VA. CODE § 55-7- 13c(h); W. VA. Code § 29-12A-7; and W. VA. Code § 46-3-116

State	Liability Type	When Does Joint & Several Liability Arise?	Citation
		instrument as makers, drawers, acceptors, indorsers, etc.	
Wisconsin	Variable	Joint and Several Liability can arise in 3 situations:  (1) When a Defendant is found to be 51 percent or more at fault; (2) if two or more parties act in accordance with a common scheme or plan or (3) in strict product liability actions, only the particular product defendant that is found to be 51 percent or more at fault for the total damages is jointly and severally liable.	Wis. Stat. § 895.045(1)- 895.045(3) (2020).
Wyoming	Pure Several	Never.	WYO. STAT. § 1-1-109 (1986).

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