

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

MISSIONARY BENEDICTINE SISTERS,)
INC.,)

4:11CV3180

Plaintiff,)

v.)

HOFFMAN, LLC,)

Defendant and)
Third-Party Plaintiff)

v.)

MEMORANDUM
AND ORDER

FREDERICKSEN ENGINEERING, INC.,)
VOLKMAN PLUMBING & HEATING,)
INC., and LONNIE ROBINSON d/b/a)
R&R Mechanical Insulation,)

Third-Party Defendants)

VOLKMAN PLUMBING & HEATING,)
INC., and AMCO INSURANCE)
COMPANY,)

Third-Party Plaintiffs)

v.)

LONNIE ROBINSON d/b/a R&R)
Mechanical Insulation, and ENGINEERED)
CONTROLS, INC.,)

Third-Party Defendants)

Third-Party Defendant Lonnie Robinson, doing business as R&R Mechanical Insulation (“Robinson”), has moved for reconsideration of a portion of the court’s Memorandum and Order that was entered on May 4, 2015. Specifically, Robinson

repeats an argument that he is entitled to summary judgment on Third-Party Plaintiffs' claims for indemnity and contribution because he does not share a common liability with them. He argues that "[i]n order to share a common liability under Nebraska law, privity of contract must exist" (Filing No. [178](#), ¶ 8).

As explained in the court's previous memorandum and order, for common liability to exist "each party must be liable to the same person." *Estate of Powell ex rel. Powell v. Montange*, 765 N.W.2d 496, 500 (Neb. 2009); *Coburn v. Reiser*, 577 N.W.2d 289, 292 (Neb. 1998); *Teegerstrom v. H.J. Jeffries Truck Line*, 346 N.W.2d 411, 414 (Neb. 1984). Nebraska law does not require that such common liability be based on the same theory of recovery (e.g., breach of contract).

Accordingly,

IT IS ORDERED that Third-Party Defendant Lonnie Robinson's motion for reconsideration (Filing No. [178](#)) is denied.

June 12, 2015.

BY THE COURT:

s/ Richard G. Kopf
Senior United States District Judge