

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

Michael Staine,)

Plaintiff,)

v.)

No. 20 L 9467

T. Steele Construction, Inc.; Nokia Solutions and)
Networks US LLC, a/d/a NSN-US/Herndon,)

Defendants.)

T. Steele Construction, Inc.)

Third-Party Plaintiff,)

v.)

Paul's Accurate Electric LLC; Executive)
Construction and Landscaping, LLC;)
STC TWO LLC; Crown Castle USA, Inc.; and)
Brius Telecom Solutions LLC,)

Third-Party Defendants.)

Nokia Solutions and Networks US LLC,)
a/k/a NSN-US/Herndon,)

Third-Party Plaintiffs,)

v.)

Paul's Accurate Electric LLC; Executive)
Construction and Landscaping, LLC;)
STC TWO LLC; Crown Castle USA, Inc.; and)
Brius Telecom Solutions LLC,)

Third-Party Defendants.)

MEMORANDUM OPINION AND ORDER

Illinois law distinguishes between claims based on an express contractual indemnification agreement and contribution claims not based on written agreements. Here, the claims at issue are not based on written

agreements and, therefore, third-party contribution claims against the third-party defendants are barred by the two-year statute of limitations and the motion to reconsider must be denied.

Analysis

The purpose of a motion to reconsider is to bring to the trial court's attention a change in the law, an error in the trial court's previous application of existing law, or newly discovered evidence that was not available at the time of the prior hearing or decision. *Hachem v. Chicago Title Ins. Co.*, 2015 IL App (1st) 143188, ¶ 34; *Emrikson v. Morfin*, 2012 IL App (1st) 111687, ¶ 29; *Belluomini v. Zaryczny*, 2014 IL App (1st) 122664, ¶ 20; *People v. \$280,020 United States Currency*, 372 Ill. App. 3d 785, 791 (1st Dist. 2007). As is most often the case, and is true here, the basis for a motion to reconsider raises questions about a court's alleged misapplication of the law. It is important to note that neither party here has provided any new facts or any new law to alter the foundation of this court's previous ruling. That ruling focused on the legal distinction between contractual indemnification claims incorporated in a written agreement and claims not incorporated in a written agreement.

The relevant facts are these:

- May 29, 2013—Staine was injured
- October 8, 2015—Staine files suit against T. Steele, STC, and Crown
- October 28, 2016—Staine filed an amended complaint adding Paul's and Executive.
- November 1, 2018—This court dismissed the complaint against Paul's Executive, STC, and Crown Castle because the two-year statute of limitations applied and the lawsuit had been filed more than two years after the injury. This court issued Rule 304(a) language, but no party appealed.
- August 24, 2021—This court granted Paul's, STC, Crown Castle, and Executive's motion for leave to join Brius's motion to dismiss the breach of contract and contractual indemnification claims.

The Code of Civil Procedure makes plain that a contribution action may be filed "but only to the extent that the claimant in an underlying action could have timely sued the party from whom contribution or indemnity is sought at the time such claimant filed the underlying action." 735 ILCS 5/13-204(c). See also *Danzig v. University of Chicago Charter School Corp.*, 2019 IL App (1st) 182187. The essential legal conclusion this court previously reached is that T. Steele did not have a valid third-party complaint against Paul's, STC, Crown Castle, and Executive because Staine did not have a valid

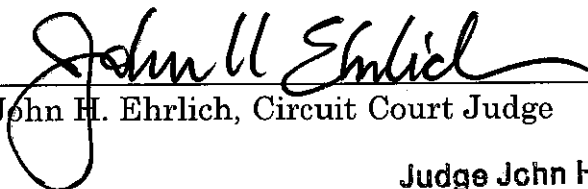
cause of action against them when he filed his complaint on October 8, 2015. In short, Staine could not have timely sued Paul's STC, Crown Castle, and Executive for contribution at the time he filed his underlying action.

T. Steele seeks to undermine that ruling by focusing on Brius's motion to dismiss the breach of contract and contractual indemnification claims against it. Yet Staine never brought such claims against Paul's, STC, Crown Castle, and Executive; rather, the claims against them were solely for contribution. Further, Brius's argument was not based on third-party contribution claims, but Staine's underlying claims. In sum, none of the arguments presented establish that Staine could have timely sued Paul's STC, Crown Castle, and Executive at the time Staine filed suit on October 8, 2015.

Conclusion

Based on the foregoing, it is ordered that:

1. T. Steele's motion to reconsider is denied;
2. Counts two, three, and four of NSN's third-party complaint are dismissed with prejudice; and
3. Pursuant to Illinois Supreme Court Rule 304(a), there is no just reason for delaying either enforcement or appeal or both of this order.



John H. Ehrlich, Circuit Court Judge

Judge John H. Ehrlich

JUN 07 2022

Circuit Court 2075