

STATE OF MINNESOTA

FILED

DISTRICT COURT

COUNTY OF HENNEPIN

2010 JAN 26 PM 2:38 FOURTH JUDICIAL DISTRICT

In Re: Individual 35W Bridge Litigation

BY pm botis DEPUTY
HENN CO. DISTRICT
COURT ADMINISTRATOR

Order File Number: 27-CV-09-7519

Schwebel Personal Injury: 27-CV-09-7274

Schwebel Wrongful Death: 27-CV-08-28245

AMENDED ORDER

The above-entitled matters came before the undersigned Judge of District Court pursuant to remand from the Court of Appeals by Order dated November 10, 2009. The State of Minnesota and Jacobs Engineering Group, Inc. made further submissions to the Court on December 1, 2009.

Based on all the files, records and proceedings herein, together with the arguments of counsel, the Court makes the following:

ORDER

IT IS HEREBY ORDERED THAT:

The Order filed on September 23, 2009, is amended to include the following:

Statute of Repose

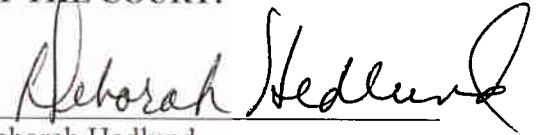
Jacobs moves the Court to dismiss the State's claims for contribution and indemnity, including contractual indemnity, on the basis that they are barred by the statute of repose in Minn. Stat. § 541.051. The Court addressed this issue in an Order filed on August 28, 2009 denying Jacobs' motion to dismiss the claims of URS and PCI. The Court's August 28, 2009 Order holding that the statute of repose in Minn. Stat. § 541.051 does not bar claims for contribution and indemnity against Jacobs applies to the State's claims for contribution and indemnity as well and is incorporated herein.

One argument unique to the State's contractual indemnity claim against Jacobs is that the statute of repose found in Minn. Stat. § 541.051 does not apply because the contract between the State and Sverdrup was executed in 1962, prior to the enactment of Minn. Stat. § 541.051 in 1965. The legislature did not make the statute retroactive when it was enacted in 1965 and the Court will thus not construe it to have retroactive application. See Minn. Stat. § 645.21. The statute of repose in Minn. Stat. § 541.051 is inapplicable to the parties' pre-existing contractual indemnity provision.

Dated:

1/26/10

BY THE COURT:



Deborah Hedlund
Judge of District Court