

about the basics of why we think there is any merit in prejudgment interest at all. And I don't want to belabor that because we have been through it and we have all been here at least one year. This is the second year for at least all of us. But remember that the goal of a claim when you have a plaintiff and a defendant, the goal as far I am concerned, is that that claim is settled fairly and hopefully quickly without delay in a just manner and has a forum to be heard and adjusted and settled. If you have a situation where there is an advantage on one side not to come to grips with the alleged wrong or the alleged claim, if there is that advantage, that means it is a disadvantage for the other side. The argument has been that there has been an unfair advantage on the part of, in this case, well, let's just talk about it, the insurance companies. They have had an advantage to not settle until the very last minute. If that is true, and I am not saying it is true, but if it were true, this amendment will do much to weaken that advantage. Last year when we talked about LB 157, the major argument against 157 was that it swung, it "swang", whatever that proper tense is, too far the other direction. It put too much advantage on the side of the plaintiff, if you will. This amendment to 298, I firmly believe, is a compromise, has all of the aspects of compromise that allows both sides no advantage. Understand, the plaintiff now must make a reasonable offer. I'm suing somebody. I'm a plaintiff. I'm suing somebody and, therefore, I'm working against their insurance company, probably. I must say to that company, I'm willing to settle this case out of court for \$50 and that company then may say, no, I want to take you to court. I don't think \$50 is reasonable. If we then go to court and I win, instead of \$50 I win \$60, prejudgment interest would have started when they refused my \$50 offer. If I win only \$40, there is no prejudgment interest. If they do not...if I don't make a reasonable offer, if I don't even offer to settle with an offer, there is no prejudgment interest. There is only prejudgment interest if I make a reasonable offer in my mind and if it is refused and if the courts then, after we go to court, if the court says, you're right, that not only was a reasonable offer but it is lower than what we are going to give to you, only then does prejudgment interest come into play. I see it as being nothing but reasonable, a compromise. Both sides have lost advantages that may be considered unfair and I would urge the adoption of the amendment.