

2024 Regular Session

SENATE BILL NO. 84

BY SENATOR SEABAUGH

CIVIL PROCEDURE. Provides for motion for judgment on offer of judgment. (8/1/24)

1 AN ACT

2 To amend and reenact Code of Civil Procedure Art. 970 (A), (C), and (D), relative to  
3 motions for judgment on offer of judgment; to provide for costs and attorney fees;  
4 to provide relative to parties; to provide for certain terms, conditions, and  
5 procedures; and to provide for related matters.

6 Be it enacted by the Legislature of Louisiana:

7 Section 1. Code of Civil Procedure Art. 970 (A), (C), and (D) are hereby amended  
8 and reenacted to read as follows:

9 Art. 970. Motion for judgment on offer of judgment

10 A. At any time more than twenty days before the time specified for the trial  
11 of the matter, without any admission of liability, any party may serve upon an  
12 adverse party an offer of judgment for the purpose of settling all of the claims  
13 between them. The offer of judgment shall be in writing and state that it is made  
14 under this Article; specify the total amount of money of the settlement offer; and  
15 specify whether that amount is inclusive or exclusive of costs, interest, attorney fees,  
16 and any other amount which may be awarded pursuant to statute or rule. Unless  
17 accepted, an offer of judgment shall remain confidential between the offeror and

1 offeror. If the adverse party, within ten days after service, serves written notice that  
 2 the offer is accepted, either party may move for judgment on the offer. The court  
 3 shall grant such judgment on the motion of either party.

4 \* \* \*

5 C. If the final judgment obtained by the plaintiff-offeree is at least  
 6 twenty-five percent less than the amount of the offer of judgment made by the  
 7 defendant-offeror or if the final judgment obtained against the defendant-offeree is  
 8 at least twenty-five percent greater than the amount of the offer of judgment made  
 9 by the plaintiff-offeror, **or if the final judgment is in favor of the defendant-**  
 10 **offeror**, the offeree must pay the offeror's costs, exclusive of attorney fees, incurred  
 11 after the offer was made, as fixed by the court.

12 D. The fact that an offer is made but not accepted does not preclude a  
 13 subsequent offer or a counter offer. When the liability of one party to another has  
 14 been determined by verdict, order, or judgment, but the amount or extent of the  
 15 damages remains to be determined by future proceedings, either party may make an  
 16 offer of judgment, which shall have the same effect as an offer made before trial if  
 17 it is served within a reasonable time not less than thirty days before the start of  
 18 hearings to determine the amount or extent of damages.

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The original instrument and the following digest, which constitutes no part  
 of the legislative instrument, were prepared by Hanna Gettys.

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DIGEST

SB 84 Reengrossed

2024 Regular Session

Seabaugh

Present law (C.C.P. Art. 970) provides at any time more than 20 days before the time specified for the trial of the matter, without any admission of liability, any party may serve upon an adverse party an offer of judgment for the purpose of settling all of the claims between them. The offer of judgment shall be in writing and state that it is made pursuant to present law; specify the total amount of money of the settlement offer; and specify whether that amount is inclusive or exclusive of costs, interest, attorney fees, and any other amount which may be awarded pursuant to statute or rule. Unless accepted, an offer of judgment shall remain confidential between the offeror and offeree. If the adverse party, within ten days after service, serves written notice that the offer is accepted, either party may move for judgment on the offer. The court shall grant such judgment on the motion of either party.

Proposed law retains present law.

Present law provides that if the final judgment obtained by the plaintiff-offeree is at least 25% less than the amount of the offer of judgment made by the defendant-offeror or if the final judgment obtained against the defendant-offeree is at least 25% greater than the amount of the offer of judgment made by the plaintiff-offeror, the offeree must pay the offeror's costs, exclusive of attorney fees, incurred after the offer was made, as fixed by the court.

Proposed law provides that if the final judgment obtained by the plaintiff-offeree is at least 25% less than the amount of the offer of judgment made by the defendant-offeror or if the final judgment obtained against the defendant-offeree is at least 25% greater than the amount of the offer of judgment made by the plaintiff-offeror, or if the final judgment is in favor of the defendant-offeror, the offeree must pay the offeror's costs, exclusive of attorney fees, incurred after the offer was made, as fixed by the court.

Present law provides that the fact that an offer is made but not accepted does not preclude a subsequent offer or a counter offer. When the liability of one party to another has been determined by verdict, order, or judgment, but the amount or extent of the damages remains to be determined by future proceedings, either party may make an offer of judgment, which shall have the same effect as an offer made before trial if it is served within a reasonable time not less than 30 days before the start of hearings to determine the amount or extent of damages.

Proposed law retains present law.

Effective August 1, 2024.

(Amends C.C.P. Art. 970(A), (C), and (D))

#### Summary of Amendments Adopted by Senate

##### Committee Amendments Proposed by Senate Committee on Judiciary A to the original bill

1. Changes "any plaintiff" and "any defendant" to "any party".
2. Adds that if the final judgment is in favor of the defendant, the offeree must pay the offeror's costs incurred after the offer was made.
3. Removes the award of attorney fees, if the final judgement is in favor of the defendant.

##### Senate Floor Amendments to engrossed bill

1. Makes technical changes.
2. Changes "defendant" to "defendant-offeror".
3. Clarifies that the offeree must pay the offeror's costs, exclusive of attorney fees.