

This chart covers, generally, the topic of interest as it relates to contract and negligence claims. Certain exceptions may apply, specific situations may be addressed in separate statutes, and the law is subject to change. Contact White and Williams LLP for additional information.

■ **ALABAMA**

**Prejudgment**

Contract Actions

**Rate:** If there is no written contract, 6% per year. Otherwise, use the rate in the contract, but not to exceed 8% per year. Ala. Code § 8-8-1; Miller & Co. v. McCown, 531 So.2d 888 (Ala. 1988). Interest can be awarded where an amount is certain or can be made certain as to damages at the time of breach. Miller & McCown.

**Accrual Date:** From the date of the breach. Ala. Code § 8-8-8.

Tort Actions

**Rate:** 6%. “[P]rejudgment interest is allowable at the legal rate in noncontract cases where the damages can be ascertained by mere computation, or where the damages are complete at a given time so as to be capable of determination at such time in accordance with known standards of value.” Nelson v. AmSouth Bank, N.A., 622 So 2d 894 (Ala. 1993); Ala. Code § 8-8-1.

**Accrual Date:** Date of injury if the property destroyed or injured has an ascertainable money value. Atlanta and Birmingham Air Line Railway v. Brown, 48 So. 73 (Ala. 1908).

**Post-Judgment**

**Rate:** Judgments for the payment of money bear the contract rate of interest, if stated in the contract. All other judgments bear the rate of 7.5% per annum, the provisions of § 8-8-1 notwithstanding. Code of Ala. § 8-8-10; Mayo v. Lawter, 974 So.2d 312 (Ala. Civ. App. 2007).

**Accrual Date:** Date of judgment. Ala. Code § 8-8-10.

■ **ALASKA**

**Prejudgment**

Prejudgment interest is not permitted for future economic damages, future noneconomic damages, or punitive damages. Alaska Stat. § 09.30.070.

Contract Actions

**Rate:** The rate in the contract as long as it does not exceed the state’s legal rate of 10.5% and the rate is set out in the judgment or decree. If there is no rate in the contract, 3% above the 12<sup>th</sup> Federal Reserve District discount rate in effect on January 2 of the year in which the judgment is entered. Alaska Stat. § 09.30.070.

**Accrual Date:** Unless the parties have agreed otherwise, whichever date is earlier: (i.) the date the defendant receives written notification that an injury has occurred and that a claim may be brought; or (ii.) the date the defendant is served with process. Alaska Stat. § 09.30.070.

Tort Actions

**Rate:** 3% above the 12<sup>th</sup> Federal Reserve District discount rate in effect on January 2 of the year in which the judgment is entered. Alaska Stat. § 09.30.070.

**Accrual Date:** Unless the parties have agreed otherwise, whichever date is earlier: (i.) the date the defendant receives written notification that an injury has occurred and that a claim may be brought; or (ii.) the date the defendant is served with process. Alaska Stat. § 09.30.070.

**Post Judgment**

Contract Actions

**Rate:** The rate in the contract as long as it does not exceed the state’s legal rate of 10.5% and the rate is set out in the judgment or decree. If there is no rate in the contract, 3% above the 12<sup>th</sup> Federal Reserve District discount rate in effect on January 2 of the year in which the judgment is entered. Alaska Stat. § 09.30.070.

**Accrual Date:** Date of judgment. Alaska Stat. § 09.30.070.

Tort Actions

**Rate:** 3% above the 12<sup>th</sup> Federal Reserve District discount rate in effect on January 2 of the year in which the judgment is entered. Alaska Stat. § 09.30.070.

**Accrual Date:** Date of judgment. Alaska Stat. § 09.30.070.

■ **ARIZONA**

**Prejudgment**

A court can award interest on a liquidated claim whether based on contract or tort. Alta Vista Plaza v. Insulation Specialists Co., 919 P.2d 176 (Ariz. Ct. App. 1995). A court cannot award prejudgment interest for any unliquidated, future, punitive or exemplary damages. Ariz. Rev. Stat. § 44-1201.

Contract Actions

**Rate:** The lesser of 10% per year or 1% plus the prime rate (as published by the board of governors of the federal reserve system in statistical release H.15 or any publication that may supersede it on the date that the judgment is entered). Ariz. Rev. Stat. § 44-1201.

**Accrual Date:** Interest should be calculated from the date the claim becomes due. Gemstar Ltd. v. Ernst & Young, 917 P.2d 222 (Ariz. 1996). Where no definite time for payment is stated, from the time of demand for payment. Fairway Builders v. Malouf Towers Rental Co., 603 P.2d 513 (Ariz. Ct. App. 1979).

Tort Actions

**Rate:** The lesser of 10% per year or 1% plus the prime rate (as published by the board of governors of the federal reserve system in statistical release H.15 or any publication that may supersede it on the date that the judgment is entered). Ariz. Rev. Stat. § 44-1201.

**Accrual Date:** Date of demand for a sum certain, not from the date of loss. Demand can be made by filing a complaint or by demanding payment. Alta Vista Plaza.

Offer of Judgment

An offer of judgment can affect the recovery of interest. See Ariz. R. Civ. P. 68.

**Post Judgment**

A court may not award interest on future, punitive or exemplary damages. Ariz. Rev. Stat. § 44-201.

Contract and Tort Actions

**Rate:** The lesser of 10% per year or 1% plus the prime rate (as published by the board of governors of the federal reserve system in statistical release H.15 or any publication that may supersede it on the date that the judgment is entered). Ariz. Rev. Stat. § 44-1201.

**Accrual Date:** Date of Judgment. Employer’s Mut. Casualty Co. v. McKeon, 821 P.2d 766 (Ariz. Ct. App. 1991).

■ **ARKANSAS**

**Prejudgment**

Prejudgment interest only permitted when the amount of damages is definitively ascertainable by mathematical computation, or if the evidence furnishes data that makes it possible to compute the amount of damages without reliance on opinion or discretion. Woodline Motor Freight v. Troutman Oil Co., 938 S.W.2d 565 (Ark. 1997).

Contract Actions

**Rate:** 6% if no interest rate specified in the contract. Ark. Code Ann. § 4-57-101(d) (eff. Aug. 2013); Mo. & N. Ark. R.R. v. Entergy Ark., Inc., 2013 U.S. Dist. LEXIS 139204 (E.D. Ark. Sept. 27, 2013).

**Accrual Date:** Date of Loss. Reynolds Health Care Servs. v. HMNH, Inc., 217 S.W.3d 797 (Ark. 2005).

Tort Actions

**Rate:** 6% if no interest rate specified in the contract. Ark. Code Ann. § 4-57-101(d) (eff. Aug. 2013); Mo. & N. Ark. R.R.; Wooten v. McLendon, 612 S.W.2d 105 (Ark. 1981).

**Accrual Date:** Date of Loss. Reynolds Health Care.

**Post Judgment**

Judgments against a county shall not bear interest. Ark. Code Ann. § 16-65-114.

Contract Actions

**Rate:** The rate in the contract or a rate equal to the Federal Reserve primary credit rate in effect on the date on which the judgment is entered plus two percent (2%), whichever is greater. Ark. Code Ann. § 16-65-114.

**Accrual Date:** Date of judgment. Ark. Code Ann. § 16-65-114; Jameson v. Johnson, 33 S.W.3d 140 (Ark. 2000).

Tort Actions

**Rate:** Equal to the Federal Reserve primary credit rate in effect on the date on which the judgment is entered plus two percent (2%), not to exceed maximum rate permitted under Ark. Const. Amend. 89. Ark. Code Ann. § 16-65-114.

**Accrual Date:** Date of Judgment. Ark. Code Ann. § 16-65-114; Jameson.

■ **CALIFORNIA**

**Prejudgment**

Contract Actions

**Rate:** The rate in the contract will be applied. For contracts entered after January 1, 1986, if the contract does not state a rate of interest, the court will apply interest at 10% per year. Cal. Civ. Code § 3289.

**Accrual Date:** Date of breach if ascertainable on that date. Otherwise, on the date ascertainable. Cal. Civ. Code §§ 3287; 3289. If unliquidated, at the court’s discretion but no earlier than the date the action was filed. Cal. Civ. Code § 3287.

Tort Actions:

**Rate:** 7%. Cal. Const. Art. XV, §1.

**Accrual Date:** If ascertainable, from the date ascertainable. Levy-Zentner Co. v. S. Pac. Transp. Co., 142 Cal. Rptr. 1 (Cal. Ct. App. 1977) (property damage case); Cal. Civ. Code § 3287. Otherwise, at the discretion of the jury. Cal. Civ. Code § 3288.

Personal Injury Tort Actions Where Offer to Compromise was Made:

Except for actions against public entities and their employees, if a plaintiff in a personal injury action makes an offer of compromise that is rejected, a plaintiff is entitled to interest if the judgment is greater than the offer of compromise. Cal. Civ. Code § 3291.

**Rate:** 10% per year. Cal. Civ. Code § 3291.

**Accrual Date:** Date of the offer of compromise. Cal. Civ. Code § 3291.

## CALIFORNIA (continued)

### Post Judgment

#### Contract and Tort Actions

**Rate:** Unless lowered by the Legislature, 10% per year. Cal. Code Civ. Proc. § 685.010.

**Accrual Date:** Date of judgment. Cal. Code Civ. Proc. § 685.020(a); but see Cal. Civ. Code § 685.020 (installment payments).

## ■ COLORADO

### Prejudgment

#### Contract Actions

**Rate:** The rate in the contract will be applied. When there is no rate in the contract, the court will apply an interest rate of 8% per year compounded annually. Colo. Rev. Stat. § 5-12-102.

**Accrual Date:** The date that money is “wrongfully withheld.” Colo. Rev. Stat. § 5-12-102; Goodyear Tire & Rubber Co. v. Holmes, 193 P.3d 821 (Colo. 2008) (money is wrongfully withheld on the date of breach).

#### Tort Actions

##### Property Damage

**Rate:** Where there is no agreement on the rate, 8% per annum, compounded annually. Colo. Rev. Stat. § 5-12-102; Goodyear.

**Accrual Date:** The date of “wrongful withholding,” Colo. Rev. Stat. § 5-12-102, i.e., at the time plaintiff’s injury is measured. Goodyear. Where diminution in value is the measure of damages, interest accrues on the date of the tort. Goodyear. Where the plaintiff recovers repair or replacement cost damages, interest accrues from the date the plaintiff incurs the repair or replacement costs. Goodyear; Ferrellgas, Inc. v. Yeiser, 247 P.3d 1022 (Colo. 2011) (accrual date for property damage cases).

##### Personal Injury

**Rate:** 9% per year. Colo. Rev. Stat. § 13-21-101; Rodriguez v. Schutt, 914 P.2d 921 (Colo. 1996).

**Accrual Date:** Date action accrues. Colo. Rev. Stat. § 13-21-101. Interest compounded annual from date action is filed. Id.; Francis v. Dahl, 107 P.3d 1171 (Col. App. 2005).

### Post Judgment

#### Contract Actions:

**Rate:** The rate in the contract will be applied. When there is no rate in the contract, 2% above the discount rate, subject to an 8% floor, compounded annually. Colo. Rev. Stat. §§ 5-12-102; 5-12-106.

**Accrual Date:** Date of judgment. Colo. Rev. Stat. §§ 5-12-102; 5-12-106.

#### Tort Actions

##### Property Damage

**Rate:** Where there is no agreement on the rate, 2% above the discount rate, subject to an 8% floor, compounded annually. Colo. Rev. Stat. §§ 5-12-102; 5-12-106.

**Accrual Date:** Date of judgment. Colo. Rev. Stat. §§ 5-12-102; 5-12-106.

##### Personal Injury

**Rate:** 9% if no appeal. 2% above the discount rate if appeal Colo. Rev. Stat. § 13-21-101; Rodriguez.

**Accrual Date:** Date of judgment. See Colo. Rev. Stat. § 13-21-101(1); Sperry v. Field, 186 P.3d 133 (Colo. App. 2008). However, if judgment debtor appeals, from the date the action accrued. Colo. Rev. Stat. § 13-21-101.

## ■ CONNECTICUT

### Prejudgment

#### Contract:

**Rate:** Maximum rate of 10% per year (precise percentage at discretion of court) based upon equitable principles. Conn. Gen. Stat. § 37-3a; Riley v. Travelers Home & Marine Ins. Co., 163 A.3d 1246 (Conn. App. Ct. 2017).

**Accrual Date:** Date money is “wrongfully withheld.” Paulus v. Lasala, 742 A.2d 379 (Conn. App. Ct. 1999); Conn. Gen. Stat. § 37-3a (date money becomes payable).

#### Tort Actions

Absent an offer of compromise, prejudgment interest not allowed in negligence actions seeking to recover damages for injury to a person, or real or personal property. Muckle v. Pressley, 197 A.3d 437 (Conn. App. Ct. 2018) (discussing Conn. Gen. Stat. § 37-3a(a)).

#### Offer of Compromise:

**Rate:** 8% per year, if plaintiff recovers an amount equal or greater than the sum specified in the plaintiff’s offer of compromise. Conn. Gen. Stat. § 52-192a(c); see Conn. Gen. Stat. § 42-158s (construction contracts).

**Accrual Date:** If the offer of compromise was filed within 18 months of filing the complaint, interest is calculated from the date the complaint was filed. If the offer of compromise was filed later than 18 months from the filing of the complaint, interest is calculated from date the offer of compromise was filed. Conn. Gen. Stat. § 52-192a(c).

### Post Judgment

#### Contract Actions:

**Rate:** Maximum rate of 10% per year (precise % at discretion of court). Conn. Gen. Stat. § 37-3a; Ballou v. Law Offices Howard Lee Schiff, P.C., 39 A.3d 1075 (Conn. 2012).

**Accrual Date:** Date of judgment. Conn. Gen. Stat. § 37-3a; Ballou.

### Tort Actions:

#### Negligence Actions

**Rate:** Maximum rate of 10% per year. Conn. Gen. Stat. § 37-3b.

**Accrual Date:** Computed from 20 days after the date of judgment or the date that is 90 days after the date of verdict, whichever is earlier. Conn. Gen. Stat. § 37-3b.

If plaintiff appeals, see Conn. Gen. Stat. § 37-3b(b).

#### Other Tort Actions

**Rate:** Maximum rate of 10% per year (precise percentage at discretion of court). Conn. Gen. Stat. § 37-3a; Ballou.

**Accrual Date:** Date of judgment. Conn. Gen. Stat. § 37-3a.

## ■ DELAWARE

### Prejudgment

#### Contract Actions

**Rate:** 5% over the Federal Reserve discount rate including any surcharge as of the time from which interest is due, or the rate identified in the contract if less than 5% over the Federal Reserve Discount Rate. Del. Code Ann. tit. 6, § 2301.

**Accrual Date:** Due date under the contract. United States ex rel. Endicott Enters. v. Star Bright Constr. Co., 848 F. Supp. 1161 (D. Del. 1994); Del. Code Ann. tit. 6, § 2301.

#### Tort Actions

**Rate:** 5% over the Federal Reserve discount rate. Del. Code Ann. tit. 6, § 2301.

**Accrual Date:** The date of injury, provided that prior to trial the plaintiff had extended to defendant a written settlement demand valid for a minimum of 30 days in an amount less than the amount of damages upon which the judgment was entered. Del. Code Ann. tit. 6, § 2301; see Cumberland Ins. Group v. KCL Enters., 2003 Del. Super. LEXIS 500 (Aug. 26, 2003) (in subrogation cases, the date of injury is the date of each insurance payment).

### Post Judgment

#### Contract and Tort Actions

**Rate:** 5% over the Federal Reserve discount rate including any surcharge thereon or the contract rate, whichever is less. Del. Code Ann. tit. 6, § 2301; see Payne v. Home Depot, Inc., 2009 Del. Super. LEXIS 129 (Apr. 7, 2009)

**Accrual Date:** Date of judgment. Id.

## ■ DISTRICT OF COLUMBIA

### Prejudgment

#### Contract Actions

**Rate:** 6% if not specified by the contract. D.C. Code § 28-3302; see D.C. Code § 15-109. For liquidated damages, the rate fixed by the contract. D.C. Code § 15-108.

**Accrual Date:** From the date needed to make the plaintiff whole. D.C. Code § 15-109; see House of Wines, Inc. v. Sumter, 510 A.2d 492 (D.C. 1986) (award of interest discretionary). If damages are liquidated, interest is payable from the time when due and payable. D.C. Code § 15-108.

#### Tort Actions

Prejudgment interest is neither authorized nor forbidden by statute.

Duggan v. Keto, 554 A.2d 1126 (D.C. 1989) (conversion action).

However, a court may award interest, in its discretion, if needed to make the plaintiff whole. Id.; Burke v. Groover, Christie & Merritt, P.C., 26 A.3d 292 (D.C. 2011).

### Post Judgment

**Rate:** If not specified by contract, “70% of the rate of interest set by the Secretary of the Treasury pursuant to section 6621 of the Internal Revenue Code of 1986 . . . rounded to the nearest full percent, or if exactly 1/2 of 1%, increased to the next highest full percent; provided, that a court of competent jurisdiction may lower the rate of interest under this subsection for good cause shown or upon a showing that the judgment debtor in good faith is unable to pay the judgment.” D.C. Code § 28-3302. Interest on judgments against the District of Columbia, or its officers/employees, is at the rate not exceeding 4%. D.C. Code § 28-3302.

**Accrual Date:** The date of judgment. D.C. Code § 15-109; Bell v. Westinghouse Elec. Co., 507 A.2d 548 (D.C. 1986).

## ■ FLORIDA

### Prejudgment

#### Contract Actions

**Rate:** The rate of interest established in the contract, if any. Fla. Stat. § 55.03. If no rate is established, the rate established by the State’s Chief Financial Officer pursuant to Fla. Stat. § 55.03.

**Accrual Date:** Pre-judgment interest runs from the due date under the contract. Lumbermens Mut. Cas. Co. v. Percefull, 653 So. 2d 389, 390 (Fla. 1995).

#### Tort Cases

**Rate:** Same. See Fla. Stat. § 687.01.

**Accrual Date:** “[W]hen a verdict liquidates damages on a plaintiff’s out-of-pocket, pecuniary losses, plaintiff is entitled, as a matter of law, to prejudgment interest at the statutory rate from the date of loss.” Argonaut Ins. Co. v. May Plumbing Co., 474 So.2d 212 (Fla. 1985) (subrogation claim based on negligence). For property damage cases, interest accrues

from the date of loss. Ariz. Chem. Co., LLC v. Mohawk Indus., 197 So.3d 99 (Fla. Dist. Ct. App. 1<sup>st</sup> Dist. 2016). Prejudgment interest is not available on personal injury awards. Parker v. Brinson Constr. Co., 78 So.2d 873 (Fla. 1955); but cf. id. (discussing wrongfully withheld workers compensation awards); Alvarado v. Rice, 614 So.2d 498 (Fla. 1993) (exception applies if the plaintiff suffered the loss of a vested property right, such as by paying out-of-pocket medical expenses).

#### **Post Judgment**

**Rate:** The rate of interest established in the contract, if any. Fla. Stat. § 55.03. If no rate is established, the rate established by the State's Chief Financial Officer pursuant to Fla. Stat. § 55.03.

**Accrual:** The date judgement is filed with the court clerk. Fla. Stat. § 55.03; Amerace Corp. v. Stallings, 823 So.2d 110 (Fla. 2002).

### ■ GEORGIA

#### **Prejudgment**

##### Contract Actions/Liquidated Damages

**Rate:** The contract rate or, if not, 7%. Ga. Code §§ 7-4-2; 7-4-15; see Gwinnet County v. Old Peachtree Partners, LLC, 764 S.E.2d 193 (Ga. Ct. App. 2014) (award of prejudgment interest is mandatory).

##### **Accrual Date:**

Contract Actions: Date of breach. Goody Prods. v. Dev. Auth. of Manchester, 740 S.E.2d 261 (Ga. Ct. App. 2013).

Liquidated Damages: Date of demand or "from the time the party shall become liable and bound to pay them." Ga. Code § 7-4-15.

##### Tort Actions (Unliquidated Damages)

**Rate:** If a demand is made pursuant to Ga. Code § 51-12-14, the Federal Reserve prime rate plus 3%. Ga. Code § 51-12-14.

**Accrual Date:** If the judgment at trial is for an amount not less than the amount demanded, 30 days after a written demand is made. Ga. Code § 51-12-14.

#### **Post Judgment**

**Rate:** If judgment is rendered on a written contract with a specified interest rate, the contract rate. Ga. Code § 7-4-12. Otherwise, the Federal Reserve prime rate plus 3%. Id.

**Accrual Date:** Date of judgment. Id.

### ■ HAWAII

#### **Prejudgment**

##### Contract Actions

**Rate:** The contract rate or, if none, 10%. However, for obligations of the State, the rate shall be the prime rate for each calendar quarter, not to exceed 10% a year. Haw. Rev. Stat. § 478-2.

**Accrual Date:** At the court's discretion, but no earlier than the date of breach. Haw. Rev. Stat. § 636-16.

##### Tort Actions

**Rate:** The contract rate or, if none, 10%. Haw. Rev. Stat. § 478-2. However, the State is not liable for prejudgment interest. Haw. Rev. Stat. § 662-2.

**Accrual Date:** At the court's discretion, but no earlier than the date when the injury first occurred. Haw. Rev. Stat. § 636-16.

#### **Post Judgment**

**Rate:** 10% per year. Haw. Rev. Stat. § 478-3. However, for judgments against the state, 4% a year up to, but not exceeding, 30 days after the date of approval of any appropriation act providing for payment of the judgment. Haw. Rev. Stat. § 662-8.

**Accrual:** Date of judgment. Haw. Rev. Stat. §§ 478-3; 662-8.

### ■ IDAHO

#### **Prejudgment**

##### Contract Actions

**Rate:** The rate expressed in a written contract or, if none, 12%. Idaho Code § 28-22-104.

**Accrual Date:** The date of the breach of contract if the amount upon which interest is due is liquidated or mathematically and definitely ascertainable. Barber v. Honorof, 780 P.2d 89 (Idaho 1989); see Idaho Code § 28-22-104(1)2 (allowing interest on money owed after it becomes due).

##### Tort Actions

**Rate:** Interest at the "legal rate" established by § 28-22-104(2). Schenk v. Smith, 793 P.2d 231 (Idaho Ct. App. 1990).

**Accrual Date:** The date money becomes due and the amount is liquidated or can be ascertained by mathematical computation. Schenk; Idaho Code § 28-22-104(1)2. In addition, if the plaintiff makes an offer of settlement and, at trial, receives a judgment that equals or exceeds the offer of settlement, the plaintiff can recover interest at the "legal rate" established in Idaho Code § 28-22-104(2) from the date of the offer of settlement. Idaho Code § 12-301.

#### **Post Judgment**

**Rate:** The rate established by Idaho Code § 28-22-104(2).

**Accrual Date:** The date of judgment. Id.

### ■ ILLINOIS

#### **Prejudgment**

##### Contract Actions/Liquidated Damages

**Rate:** In the absence of an agreed upon rate in the contract, 5%. 815 Ill. Comp. Stat. 205/2; see E. M. Melahan Constr. Co. v. Carpentersville, 427 N.E.2d 181 (Ill. App. Ct. 1981) (interest may be awarded when the sum due is liquidated or subject to exact computation).

**Accrual Date:** Due date or, if there are multiple dates on which interest could have become due, the "most equitable date." E. M. Melahan Constr.

##### Tort Actions:

Interest is not recoverable, Northern Trust Co. v. County of Cook, 481 N.E.2d 957 (Ill. App. Ct. 1985), unless authorized by statute or warranted by equitable considerations. Progressive Land Developers v. Exchange Nat'l Bank, 641 N.E.2d 608 (Ill. App. Ct. 1994).

#### **Post Judgment**

**Rate:** 6% for judgments against a unit of a local government or other governmental entity. Otherwise, 9%. 735 Ill. Comp. Stat. 5/2-1303. Consumer debt of less than \$25,000 earns 5%. 735 Ill. Comp. Stat. 5/2-1303(b)(2) (eff. Jan. 1, 2020)

**Accrual Date:** Date of judgment. Id. The judgment debtor may stop the further accrual of interest, notwithstanding the prosecution of an appeal, by tendering payment of the judgment, costs and accrued interest to the date of payment. Id.

### ■ INDIANA

#### **Prejudgment**

##### Contract Actions

**Rate:** The contract rate or, if none, 8%. Ind. Code § 24-4.6-1-101.

**Accrual Date:** The date demanded, Ind. Code § 24-4.6-1-103, and ascertainable. Lystarczyk v. Smits, 435 N.E.2d 1011 (Ind. Ct. App. 1982).

##### Tort Actions

**Rate:** At the court's discretion a simple interest rate of not less than 6% nor more than 10%. Ind. Code § 34-51-4-9.

**Accrual Date:** On ascertainable damages, Eden United v. Short, 653 N.E.2d 126 (Ind. Ct. App. 1995), at the court's discretion, on the latest of the following dates: (1) fifteen months after the cause of action accrue, (2) six months after the claim is filed in court (if Ind. Code § 34-18-8 and § 34-18-9 [medical malpractice claims] do not apply), or (3) 180 days after a medical review panel is formed to review the claim under Ind. Code 34-18-10. The period cannot exceed 48 months. Ind. Code § 34-51-4-8.

##### Offers of Settlement:

No prejudgment interest is allowed if the plaintiff or defendant, as applicable, fail to make an offer of settlement as set forth in Ind. Code § 34-51-4-5 or Ind. Code. § 34-51-4-6.

##### No Prejudgment Interest

Prejudgment interest is not available: a) against the state or any political subdivision, Ind. Code § 34-51-4-4; b) for claims against the patient's compensation fund, Ind. Code § 34-51-4-2; or 3) on punitive damage awards. Ind. Code § 34-51-4-3.

#### **Post Judgment**

**Rate:** If there is a contract, the contract rate but not to exceed 8%. If there is no contract, 8%. Ind. Code § 24-4.6-1-101.

**Accrual Date:** Date of the return of the verdict or finding. Id.

### ■ IOWA

#### **Prejudgment**

##### Contract Actions

**Rate:** 5% unless the parties agree, in writing, to a rate not exceeding the rate allowed by Iowa Code § 535.2(3). Iowa Code § 535.2(1).

**Accrual Date:** Date due and payable. Iowa Code § 535.2(1); Lemrick v. Grinnell Mut. Reinsurance Co., 236 N.W.2d 714 (Iowa 1978).

##### Tort Actions Subject to Comparative Fault Statute

**Rate:** The rate established in Iowa Code § 668.13(3).

**Accrual Date:** Date action commenced. Iowa Code § 668.13(1). For future damages, the date of the entry of judgment. Iowa Code § 668.13(4).

#### **Post Judgment**

**Rate:** If applicable, the contract rate, not to exceed the rate allowed by Iowa Code § 535.2(3). Iowa Code § 668.13(2). Otherwise, the rate established in Iowa Code § 668.13(3).

**Accrual Date:** Date of judgment. See § 668.13.

### ■ KANSAS

#### **Prejudgment**

##### Contract Actions/Liquidated Damages

**Rate:** Contract rate or 10% if not specified. Kan. Stat. Ann. § 16-201. Rate not to exceed maximum allowable by law. Kan. Stat. Ann. § 16-205.

**Accrual Date:** When amount owed and date due is fixed or amount owed and date due are ascertainable. Owen Lumber Co. v. Chartrand, 157 P.3d 1109 (Kan. 2007); Kan. Stat. Ann. § 16-201.

## KANSAS (continued)

### Unliquidated Damages

Although pre-judgment interest is, generally, allowable only for liquidated claims, Miller v. Botwin, 899 P.2d 1004 (Kan. 1995), the court has discretion to award pre-judgment interest on unliquidated claims where necessary to allow full compensation. Lightcap v. Mobil Oil Corp., 562 P.2d 1 (Kan. 1977).

### Post Judgment

**Rate:** When specified in a contract, the contract rate, not exceeding maximum allowable by law. Kan. Stat. Ann. §§ 16-201, 16-205. Otherwise, the rate established by Kan. Stat. Ann. § 16-204.

**Accrual Date:** Date of judgment. Kan. Stat. Ann. § 16-205; see Kan. Stat. Ann. § 16-204.

## ■ KENTUCKY

### Prejudgment

#### Contract Actions/Liquidated Damages

**Rate:** 8% or the contract rate, but not to exceed the amount set forth in Ky. Rev. Stat. Ann. § 360.010.

**Accrual Date:** Date payment due. Pursley v. Pursley, 144 S.W.3d 820 (Ky. 2004).

#### Tort Actions (Unliquidated Damages)

**Rate:** Discretionary, up to the amount maximum allowed by Ky. Rev. Stat. Ann. § 360.010. Nucor Corp. v. General Elec. Co., 812 S.W.2d 136 (Ky. 1991); Fields v. Fields, 58 S.W.3d 464 (Ky. 2001).

**Accrual Date:** Discretionary, as decided by the court. Nucor Corp.

### Post Judgment

#### Contract Actions

**Rate:** Contract rate or 6%, compounded annually. Ky. Rev. Stat. Ann. § 360.040

**Accrual Date:** Date of judgment. Id.

#### Tort Actions (Unliquidated Damages)

**Rate:** 6% or less, at the court's discretion, after a hearing. Ky. Rev. Stat. Ann. § 360.040.

**Accrual Date:** Date of judgment. Id.

## ■ LOUISIANA

### Prejudgment

#### Contract Actions

**Rate:** Contract rate or, if not, the rate established by La. R.S. § 13:4202(B). La. Civ. Code art. 2000; La. R.S. § 9:3500.

**Accrual Date:** Date due. La. Civ. Code art. 2000; see La. Civ. Code art. 1989 (from the time the obligor is put in default); L & A Contracting Co. v. Ram Indus Coatings, Inc., 762 So.2d 1223 (La. Ct. App. 2000) (date of breach). However, for unliquidated or quasi-contractual claims, interest runs from the date of judgment. Crestent City Cabinets & Flooring, L.L.C. v. Grace Tama Dev. Co., 203 So.3d 408 (La. Ct. App. 2016).

#### Tort (ex delicto) Actions

**Rate:** The legal rate established in La. R.S. § 13:4202(B). See La. R.S. § 13:4203; La. R.S. § 9:3500.

**Accrual Date:** The date of judicial demand. La. R.S. § 13:4203; Corbello v. Iowa Prod., 850 So.2d 686 (La. Feb. 25, 2003).

#### Offer of Judgment

The form of an offer of judgment can impact the recovery of interest. See La. Code Civ. Proc. Ann. art. 970.

### Post Judgment

#### Contract Actions

**Rate:** The legal rate established in La. R.S. § 13:4202(B). See La. Civ. Code art. 2000; La. R.S. § 9:3500; La. Code Civ. Proc. Ann. art. 1921.

**Accrual Date:** Same as prejudgment.

#### Tort Actions

**Rate:** The legal rate established in La. R.S. § 13:4202(B). See La. R.S. § 13:4203; La. Civ. Code art. 2000; La. R.S. § 9:3500; La. Code Civ. Proc. Ann. art. 1921.

**Accrual Date:** Date of judicial demand. La. R.S. § 13:4203.

## ■ MAINE

### Prejudgment

#### Contract Actions

**Rate:** Contract rate or, if none, the one-year U.S. Treasury bill rate plus 3%. Me. Rev. Stat. tit. 14, § 1602-B(2), (3).

**Accrual Date:** The date notice of claim is given or, if none given, the date on which the complaint is filed. Me. Rev. Stat. tit. 14, § 1602-B(5).

#### Tort Actions

**Rate:** The one-year U.S. Treasury bill rate plus 3%. Me. Rev. Stat. tit. 14, § 1602-B(3).

**Accrual Date:** The date notice of claim is served on the defendant personally or by registered or certified mail or, if no notice given, the date on which the complaint is filed. Me. Rev. Stat. tit. 14, § 1602-B(5).

### Post Judgment

**Rate:** The contract rate or, if none, the one-year U.S. Treasury bill rate plus 6%, whichever is greater. Me. Rev. Stat. tit. 14, § 1602-C(1)(A), (1)(B).

**Accrual Date:** Date of judgment, including any appeal period. Me. Rev. Stat. tit. 14, § 1602-C(2).

## ■ MARYLAND

### Prejudgment

#### Contract Actions

**Rate:** Contract rate, or if none, up to 6%. Md. Code Ann. Com. Law. § 12-102; Maryland Nat'l Bank v. Cummins, 588 A.2d 1205 (Md. 1991).

**Accrual Date:** If liquidated, the date due. I.W. Berman Properties v. Porter Bros., Inc., 344 A.2d 65 (Md. 1975). If unliquidated, at the discretion of the jury. Id.

#### Tort Actions

**Rate:** Generally, because damages are unliquidated, interest is not allowed. Taylor v. Wahby, 314 A.2d 100 (Md. 1974). Automobile Bodily Injury: Not more than 10%. Md. Code Ann. Cts. & Jud. Proc. § 11-301(a). Not permitted against the state. Md. Code Ann. Cts. & Jud. Proc. § 5-522(a).

#### **Accrual Date:**

Automobile Bodily Injury: Available at the court's discretion from the time the date was filed if the defendant caused unnecessary delay. Md. Code Ann. Cts. & Jud. Proc. § 11-301(a).

### Post Judgment

**Rate:** 10% per annum. Md. Code Ann. Cts. & Jud. Proc. § 11-107; but see Md. Code Ann. Cts. & Jud. Proc. § 11-106 (contracts involving repayment of a loan).

**Accrual date:** Date of judgment. Md. Rule 2-604.

## ■ MASSACHUSETTS

### Prejudgment

#### Contract Actions

**Rate:** Contract rate or 12% if the contract is silent. Mass. Gen. Laws ch. 231, § 6C. For cases against the Commonwealth, the contract rate or the rate established in Mass. Gen. Laws ch. 231, § 6I.

**Accrual Date:** Date of breach or demand. If no date of breach or demand is established, then from the date of commencement of the action. Mass. Gen. Laws ch. 231, § 6C.

#### Tort Actions

**Rate:** 12%. Mass. Gen. Laws ch. 231, § 6B. However, no interest permitted against the Commonwealth. Mass. Gen. Laws ch. 258, § 2.

**Accrual Date:** Commencement of the action. Mass. Gen. Laws ch. 231, § 6B.

### Post Judgment

#### Contract and Tort Actions

**Rate:** Same rate as provided for prejudgment interest. Mass. Gen. Laws ch. 235, § 8.

**Accrual Date:** Time judgment entered. Id.

## ■ MICHIGAN

### Prejudgment

#### Contract Actions

Written Contracts: (Complaint filed on or after July 1, 2002)

**Rate:** Contract rate if the rate is specified in a written contract. If the rate is variable, the rate in effect under the instrument when the complaint is filed. The rate shall not exceed 13% per year compounded annually. Mich. Comp. Laws § 600.6013(7).

For other contract actions: (Complaint filed on or after Jan. 1, 1987)

**Rate:** 1% above the average interest rate paid at auctions of 5-year U.S. treasury notes during the 6 months immediately preceding July 1 and January 1, compounded annually. Rate calculated at 6 month intervals. Interest is calculated on the entire money judgment, including attorney fees and other costs. Mich. Comp. Laws § 600.6013(8).

**Accrual Date:** The date of filing the complaint. Mich. Comp. Laws § 600.6013(7), (8).

#### Tort Actions

**Rate:** 1% above the average interest rate paid at auctions of 5-year U.S. treasury notes during the 6 months immediately preceding July 1 and January 1, compounded annually. Rate calculated at 6 month intervals. Interest is calculated on the entire money judgment, including attorney fees and other costs. Mich. Comp. Laws § 600.6013(8) (Complaints filed on or after Jan. 1, 1987).

**Accrual Date:** The date of filing the complaint. Mich. Comp. Laws § 600.6013(8).

**Settlement Offers:** Settlement offers, by plaintiff or defendant, may impact the amount of interest recoverable. See Mich. Comp. Laws § 600.6013(9), (10), (13).

**Future damages:** See Mich. Comp. Laws § 600.6013(1).

**Medical Malpractice:** See Mich. Comp. Laws § 600.6013(8), (11), (12).

### Post Judgment

**Rate/Accrual:** Rates referenced above continue until date judgment is satisfied. Mich. Comp. Laws § 600.6013(7), (8).

### Court of Claims – Pre and Post Judgment

For cases within the jurisdiction of the Court of Claims, see Mich. Comp. Laws § 600.6455.

## ■ MINNESOTA

### Prejudgment

#### Contract Actions

Judgments under \$50,000 or judgment against the state or a political subdivision regardless of amount, or a judgment in family court regardless of amount:

**Rate:** Rate based on secondary market yield of one year U.S. Treasury bills, calculated on a bank discount basis as provided in Minn. Stat. § 549.09(c)(1). Interest computed as simple interest per annum. Id.

Judgments over \$50,000, other than judgments against the state or a political subdivision or a judgment in family court:

**Rate:** 10%. Minn. Stat. § 549.09(c)(2).

**Accrual Date:** Except as provided by contract, the time of commencement of action or a demand for arbitration, or the time of a written notice of claim, whichever occurs first. The action must be commenced within two years of the notice of claim. Minn. Stat. § 549.09(b).

**Settlement Offers:** Settlement offers may impact the amount of interest recoverable. See Minn. Stat. § 549.09(b).

**Future Damages:** Minn. Stat. § 549.09(b)(1) limits the recovery of interest on future damages and other specified categories of damages.

#### Tort Actions

**Rate:** Same as for contract actions.

**Accrual Date:** Same as for contract actions.

### Post Judgment

**Rate/Accrual Date:** Rates referenced above continue until date judgment is satisfied. See Minn. Stat. § 549.09(a).

## ■ MISSISSIPPI

### Prejudgment

#### Contract Actions

**Rate:** If the damages are liquidated or in bad faith cases, Preferred Risk Mut. Ins. Co. v. Johnson, 730 S.2d 574 (Miss. 1998), the contract rate. Miss. Code Ann. § 75-17-7. If none, 8%. Miss. Code Ann. § 75-17-1.

**Accrual Date:** Date of the breach. Sentinel Indus. Contr. Corp. v. Kimmins Indus. Serv. Corp., 743 So.2d 954 (Miss. 1999).

#### Tort Actions

**Rate:** Set by the judge. Miss. Code Ann. § 75-17-7. However, no prejudgment interest is allowed in actions against the state and its political subdivisions. Miss. Code Ann. § 11-46-15(2).

**Accrual Date:** Determined by the judge, but never prior to the date of the filing of the complaint. Miss. Code Ann. § 75-17-7.

### Post Judgment

#### Contract Actions

**Rate:** Same as above.

**Accrual Date:** The contract rate, if applicable, continues. In all other cases, to be determined by the judge. Miss. Code Ann. §§ 75-17-1, 75-17-7.

#### Tort Actions

**Rate/Accrual:** To be determined by the judge. Miss. Code Ann. § 75-17-7; see Ground Control, LLC v. Capsco Indus., 214 So.3d 232 (Miss. 2017).

## ■ MISSOURI

### Prejudgment

#### Contract Actions

**Rate:** Contract rate or, if the contract is silent, 9%. Mo. Rev. Stat. § 408.020.

**Accrual Date:** For written contracts, from the date of breach or the time when payment was due. Mo. Rev. Stat. § 408.020; R.J.S. Sec. v. Command Sec. Servs., 101 S.W.3d 1 (Mo. Ct. App. 2003). On accounts, after they become due and demand is made. Mo. Rev. Stat. § 408.020.

#### Tort Actions

**Rate:** If the claimant has made a demand for payment or an offer of settlement and the amount of the judgment exceeds the demand for payment or offer of settlement, the Federal Funds Rate (established by the Federal Reserve) plus 3%. Mo. Rev. Stat. § 408.040(3), (4).

**Accrual Date:** 90 days after the demand or offer was received or from the date the demand or offer was rejected without counteroffer, whichever is earlier. Mo. Rev. Stat. § 408.040(3).

### Post Judgment

#### Contract Actions

**Rate:** 9% or, if it is higher, the contract rate. Mo. Rev. Stat. § 408.040(2).

**Accrual Date:** Judgment date. Mo. Rev. Stat. § 408.040(2).

#### Tort Actions

**Rate:** Federal Funds Rate (established by the Federal Reserve) plus 5%. Mo. Rev. Stat. § 408.040(3).

**Accrual Date:** Judgment date. Id.

## ■ MONTANA

### Prejudgment

A person entitled to recover liquidated damages or damages capable of being made certain by calculation is entitled to recover interest on the damages. Mont. Code Ann. § 27-1-211.

#### Contract Actions

**Rate:** The contract rate, Mont. Code Ann. § 27-1-213, or, if none, the rate for bank prime loans published on the date of judgment plus 3%. Mont. Code § 25-9-205; see Kraft v. High Country Motors, Inc., 276 P.3d 908 (Mont. 2012) (citing § 25-9-205); Mont. Code Ann. § 27-1-311.

**Accrual Date:** The date of the breach, Mont. Code Ann. § 27-1-213, if the date damages are capable of being made certain. Mont. Code Ann. § 27-1-211. The state is liable from the date on which the payment on the contract became due. Mont. Code Ann. § 18-1-404(1)(b).

#### Tort Actions

**Rate:** The rate for bank prime loans published by the federal reserve system on the date of judgment plus 3%. Mont. Code Ann. § 27-1-210(1). The rate does not apply to certain damages – including pain and suffering – until the damages are incurred. See Mont. Code Ann. § 27-1-210(2). Except for actions against a governmental entity brought pursuant to Title 2, Chapter 9, parts 1 through 3, interest is awarded at the jury's discretion. Mont. Code Ann. § 27-1-212.

**Accrual Date:** 30 days after the claimant presents a written statement of damages. Mont. Code Ann. § 27-1-210(1)(a).

### Post Judgment

#### Contract Actions

**Rate:** The contract rate or, if none, the rate for bank prime loans on the date of judgment plus 3%. Mont. Code Ann. § 25-9-205.

**Accrual Date:** Date of judgment. Id.; see Mont. Code Ann. § 27-1-213.

#### Tort Actions

**Rate:** The rate for bank prime loans published on the date of judgment plus 3%. Mont. Code Ann. § 25-9-205.

**Accrual Date:** Date of judgment. Id. However, if the government pays a judgment within 2 years after it is entered, the government is not liable for interest. Mont. Code Ann. § 2-9-317.

## ■ NEBRASKA

### Prejudgment

#### Contract Actions

**Rate:** If based on a liquidated claim, the contract rate or 12%. Neb. Rev. Stat. § 45-104.

**Accrual Date:** The due date or the date of the breach. Id.; see Neb. Rev. Stat. § 45-103.02 (interest accrues on the date the cause of action arose); Horse Shoe Lake Drainage Dist. v. F.M. Crane Co., 199 N.W. 526 (Neb. 1924).

#### Tort Actions/Unliquidated Claims

**Rate:** 2% above the bond investment rate as stated in Neb. Rev. Stat. § 45-103.

**Accrual Date:** From the date of the plaintiff's first offer of settlement which is exceeded by the judgment until the entry of judgment if the conditions stated in § 45-103.02 are met. Neb. Rev. Stat. § 45-103.02. However, no prejudgment interest is allowed against the state, a political subdivision or any employee of either for any negligent act or omission. Neb. Rev. Stat. § 45-103.04.

### Post Judgment

**Rate:** Contract rate, if applicable. If none, 2% above the bond investment rate as stated in Neb. Rev. Stat. § 45-103.

**Accrual Date:** Date of entry of judgment. Neb. Rev. Stat. § 45-103.01.

## ■ NEVADA

### Prejudgment

#### Contract Actions

**Rate:** Contract rate. If silent, at a rate equal to the prime rate at the largest bank in Nevada, plus 2%. Nev. Rev. Stat. § 17.130; see Nev. Rev. Stat. § 99.050. But see Nev. Rev. Stat. § 624.630 (money owed by prime contractors to subcontractors). Absent an agreement to the contrary, interest accumulates as simple interest. See Nev. Rev. Stat. § 99.050.

**Accrual Date:** As specified in the contract or, if no express written agreement, when the payment becomes due. See Nev. Rev. Stat. § 99.050; Nev. Rev. Stat. § 99.040(1). In other cases, interest runs from the time of service of the summons and complaint. Nev. Rev. Stat. § 17.130. However, for future damages, interest runs only from the time of the entry of judgment. Id. Offers of judgment may affect the recovery of interest. See Nev. R.C.P. 68(f)(1); Nev. Rev. Stat. § 40.652(4)(b) (construction defect cases).

#### Tort Actions

**Rate:** If the rate is not established by contract, a rate equal to the prime rate at the largest bank in Nevada, plus 2%. Nev. Rev. Stat. § 17.130.

**Accrual Date:** From the time of service of the summons and complaint. Id. However, for future damages, interest runs only from the time of the entry of judgment. Id.

## NEVADA (continued)

### Offer of Judgment

An offer of judgment can impact the interest award. See Nev. R.C.P. 68. See also Nev. Rev. Stat. § 400.652 (construction defect actions).

### Post Judgment

**Rate:** If no rate specified in a contract, at a rate equal to the prime rate at the largest bank in Nevada, plus 2%. Nev. Rev. Stat. § 99.050; Nev. Rev. Stat. § 17.130(2).

**Accrual Date:** Interest continues to run from the times stated under Prejudgment Interest.

## ■ NEW HAMPSHIRE

### Prejudgment

#### Contract Actions/Liquidated Damages

**Rate:** Contract rate, see In the Matter of Liquidation of the Home Ins. Co., 89 A.3d 165 (N.H. 2014), or, if none, simple interest the prevailing discount rate on 26-week U.S. Treasury bills at the last auction thereof preceding the last day of September each year, plus 2%, rounded to the nearest tenth of a percentage point. N.H. Rev. Stat. Ann. § 336:1(II).

**Accrual Date:** From the date of demand or, if none, from the time of the institution of suit. N.H. Rev. Stat. Ann. § 524:1-a; J.M. Lumber & Constr. Co. v. Smyjunas, 20 A.3d 947 (N.H. 2011).

#### Tort Actions

**Rate:** Simple interest at the prevailing discount rate on 26-week U.S. Treasury bills at the last auction thereof preceding the last day of September each year, plus 2%, rounded to the nearest tenth of a percentage point. N.H. Rev. Stat. Ann. § 336:1(II).

**Accrual Date:** The date of the writ or the filing of the petition to the date of judgment. N.H. Rev. Stat. Ann. § 524:1-b.

### Post Judgment

**Rate:** The contract rate, see Mast Road Grain & Bldg. Materials Co. v. Ray Piet, Inc., 489 A.2d 143 (N.H. 1981) or, if none, simple interest at the prevailing discount rate on 26-week U.S. Treasury bills at the last auction thereof preceding the last day of September each year, plus 2%, rounded to the nearest tenth of a percentage point. N.H. Rev. Stat. Ann. § 336:1(II). If an appeal is frivolous, the court may award interest at the rate of 12%. N.H. Rev. Stat. Ann. § 490:14-a.

**Accrual Date:** The date of judgment. N.H. Rev. Stat. Ann. § 527:10.

## ■ NEW JERSEY

### Prejudgment

#### Contract Actions

Prejudgment interest is awarded at the court's discretion based on equitable principles. DialAmerica Marketing, Inc. v. KeySpan Energy Corp., 865 A.2d 728 (N.J. Super. App. Div. 2005). While the method used for tort cases is a factor to consider, it is not determinative. Id. Prejudgment interest is not available in contract actions against the state except that, in its discretion, the court may award prejudgment interest on a judgment arising out of claims for the construction or installation of improvements to real property. N.J. Stat. Ann. § 59:13-8.

#### Tort Actions

**Rate:** For judgments exceeding the monetary limit of the Special Civil Part, simple interest at a rate equal to 2% above the average rate of return, to the nearest whole or one-half percent of the State of New Jersey Cash Management Fund. R. 4:42-11(b). However, no interest shall accrue prior to the entry of judgment against a public entity or public employee. N.J. Stat. Ann. § 59:9-2.

**Accrual Date:** The later of the date of the institution of the action or 6 months after the date the cause of action arises. R. 4:42-11(b).

#### Offer of Judgment

An offer of judgment can impact the award of prejudgment interest. See R. 4:58-2 and R. 4:58-3.

### Post Judgment

**Rate:** For judgments exceeding the monetary limit of the Special Civil Part, judgments for the payment of money, taxed costs and attorney's fees shall bear simple interest at a rate equal to 2% above the average rate of return, to the nearest whole or one-half percent of the State of New Jersey Cash Management Fund. R. 4:42-11(a)(iii).

**Accrual Date:** Date of judgment. See R. 4:42-11(a)

## ■ NEW MEXICO

The state and its political subdivisions are exempt from § 56-8-4 interest except as otherwise provided by statute or common law. N.M. Stat. § 56-8-4(D).

### Prejudgment

**Rate:** Prejudgment interest is a matter of right when damages are liquidated, but a matter of discretion where the amount owed is not fixed or readily ascertainable. Sunwest Bank, N.A. v. Colucci, 872 P.2d 346 (N.M. 1994). Interest is awarded at the discretion of the court, up to 10%. N.M. Stat.

§ 56-8-4(B); Gonzalez v. Surgidev Corp., 899 P.2d 576 (N.M. 1995); but cf. N.M. Stat. § 56-8-3 (allowing up to 15% for certain actions).

**Accrual Date:** In contract cases, interest should accrue from the date the plaintiff's claim accrues. P.S.C. v. Diamond D. Constr. Co., 33 P.3d 651 (N.M. Ct. App. 2001); see Hillelson v. Republic Ins. Co., 627 P.2d 878 (N.M. 1981) (stating that interest accrued from the time of breach). For

other cases where interest is awarded pursuant to § 56-8-4(B), interest accrues from the date the complaint is served. Id.

### Post Judgment

**Rate:** 8.75% unless (1) the parties contracted for a different rate; or (2) the judgment is based on tortious conduct, bad faith or intentional or willful acts, in which case interest shall be computed at the rate of 15%. N.M. Stat. § 56-8-4(A).

**Accrual Date:** Date of judgment. Id.

## ■ NEW YORK

Interest on a judgment or accrued claim against the state, a municipal corporation or a public corporation shall not exceed 9% per annum. N.Y. State Fin. Law § 16; N.Y. Gen. Mun. Law § 3-a(1); N.Y. CLS Unconsol. Ch. 195, § 1. For condemnation proceedings and wrongful death actions against a municipal corporation, the rate shall not exceed 6% per annum. N.Y. Gen. Mun. Law § 3-a(2).

### Prejudgment

#### Contract Actions

**Rate:** 9% unless otherwise provided by statute, N.Y. C.P.L.R. § 5004; see N.Y. C.P.L.R. § 5001(a), or otherwise agreed to in a contract. NCYTL 1998-2 Trust v. Wagner, 876 N.Y.S.2d 522 (App. Div. 2009).

**Accrual Date:** Date of the breach. See City of Binghamton v. Serafini, 778 N.Y.S.2d 547 (App. Div. 2004); N.Y. C.P.L.R. § 5001(b).

#### Tort Actions

**Rate:** For an act or omission depriving or otherwise interfering with title to, or possession or enjoyment of property, 9%. N.Y. C.P.L.R. §§ 5004, 5001(a).

**Accrual Date:** The earliest ascertainable date the cause of action existed. N.Y. C.P.L.R. § 5001(b).

For equitable actions, interest and the accrual date are set at the court's discretion. N.Y. C.P.L.R. § 5001(a).

For wrongful death actions, 9% interest from the date of the decedent's death. N.Y. C.P.L.R. § 5004; N.Y. E.P.T.L. § 5.4.3.

### Post Judgment

**Rate:** 9%, unless otherwise prescribed by statute. N.Y. C.P.L.R. § 5004.

**Accrual Date:** Date of entry of judgment. N.Y. C.P.L.R. § 5003.

## ■ NORTH CAROLINA

Unless otherwise authorized by statute or contract, plaintiffs are not entitled to pre or post judgment interest from the state. McGee v. North Carolina Dep't of Revenue, 520 S.E.2d 84 (N.C. Ct. App. 1999); Myers v. Dep't of Crime Control & Public Safety, 313 S.E.2d 276 (N.C. Ct. App. 1984).

### Prejudgment

#### Contract Actions

**Rate:** 8% or the rate enumerated in the contract. N.C. Gen. Stat. § 24-5(a); see N.C. Gen. Stat. § 24-1.

**Accrual Date:** Date of breach. N.C. Gen. Stat. § 24-5(a).

#### Tort Actions

**Rate:** 8%, but only on compensatory damages. N.C. Gen. Stat. § 24-5(b); see N.C. Gen. Stat. § 24-1.

**Accrual Date:** Date the action is commenced. N.C. Gen. Stat. § 24-5(b).

### Post Judgment

#### Contract Actions:

**Rate:** The contract rate if the parties agreed that the rate applies after judgment. Otherwise, 8%. N.C. Gen. Stat. § 24-5(a); see N.C. Gen. Stat. § 24-1.

**Accrual Date:** Date of judgment. Id.

#### Tort Actions:

**Rate/Accrual Date:** For compensatory damages, the 8% rate continues until the judgment is satisfied. For other portions of a money judgment, except costs, 8% from the date of judgment. N.C. Gen. Stat. § 24-5(b); see N.C. Gen. Stat. § 24-1.

For condemnation actions, see N.C. Gen. Stat. § 136-113.

## ■ NORTH DAKOTA

### Prejudgment

#### Contract Actions

**Rate:** The contract rate or, if none, 6%. N.D. Cent. Code § 47-14-05; Hirschhorn v. Severson, 319 N.W.2d 475 (N.D. 1982).

**Accrual Date:** The date due for the recovery of damages certain or capable of being determined by calculation. N.D. Cent. Code § 32-03-04; see North Am. Pump Corp. v. Clay Equip. Corp., 199 N.W.2d 888 (N.D. 1992) (date of breach for liquidated damages; no prejudgment interest for unliquidated damages).

#### Tort Actions

The award of interest is at the discretion of the court or jury, up to a maximum of 6%. N.D. Cent. Code § 32-3-05; N.D. Cent. Code § 47-14-05; Hirschhorn.

### Post Judgment

**Rate:** The contract rate or, if none, the prime rate plus 3% as determined in N.D. Cent. Code § 28-20-34.

**Accrual Date:** Date of judgment. Id.

## OHIO

### Prejudgment

Prejudgment interest is allowed on judgments rendered against the state for the same time period and rate as allowed between private parties. The court may exercise its discretion to deny interest for periods of undue delay after commencement of the action. Ohio Rev. Code Ann. § 2743.18(A). However, no interest is allowed on settlements. Ohio Rev. Code Ann. § 2743.15.

#### Contract Actions

**Rate:** The contract rate or the federal short term rate plus 3%, calculated as stated in Ohio Rev. Code Ann. § 5703.47. Ohio Rev. Code Ann. § 1343.03(A).

**Accrual Date:** When the money becomes due and payable. Ohio Rev. Code Ann. § 1343.03(A).

#### Tort Actions

**Rate/Accrual date:** If prejudgment interest is allowed because the parties failed to make a good faith effort to settle the case, the rate is the federal short term rate plus 3%, calculated as stated in Ohio Rev. Code Ann. § 5703.47. Ohio Rev. Code Ann. §§ 1343.03(A); 1343.03(C). Interest accrues as stated in Ohio Rev. Code Ann. § 1343.03(C).

### Post Judgment

For judgments against the state, see Ohio Rev. Code Ann. § 2743.18(B) and § 2743.19(C).

**Rate:** Unless a contract requires otherwise, Ohio Rev. Code Ann. § 1343.02), the federal short term rate plus 3%, calculated as stated in Ohio Rev. Code Ann. § 5703.47. Ohio Rev. Code Ann. § 1343.03(B). The interest required by § 1343.03(B) does not, however, apply to workers compensation actions governed by Chapter 4132 of the Revised Code. Ohio Rev. Code Ann. § 1343.03(D).

**Accrual Date:** Date of judgment. Ohio Rev. Code Ann. § 1343.03(B).

## OKLAHOMA

### Prejudgment

#### Contract Actions

**Rate:** Contract rate, see 23 Okla. St. §§ 6, 21, or, if none, initially, the rate in effect (i.e. the average U.S. Treasury Bill rate for the preceding calendar year) for the calendar year which is 24 months after the suit was commenced. 12 Okla. Stat. § 727.1(E); 727.1(I). The rate is subject to adjustment. See 12 Okla. Stat. § 727.1(E).

**Accrual Date:** From the date of the breach of contract if damages are capable of being made certain. 23 Okla. St. § 6. Otherwise, the date which is 24 months after the suit was commenced to the earlier of the date the verdict is accepted by the trial court or the date the judgment is filed with the court clerk. 12 Okla. Stat. § 727.1(E).

#### Tort Actions

**Rate:** Initially, the rate in effect (i.e. the average U.S. Treasury Bill rate for the preceding calendar year) for the calendar year which is 24 months after the suit was commenced. 12 Okla. Stat. §§ 727.1(E); 727.1(I). The rate is subject to adjustment. See 12 Okla. Stat. § 727.1(E). For suits against the state or its political subdivisions, initially, the rate in effect for the calendar year in which the suit was commenced. 12 Okla. Stat. § 727.1(F). The rate is subject to adjustment. *Id.* Offers of judgment can affect the recovery of interest. See 12 Okla. Stat. § 940.

**Accrual Date:** Date which is 24 months after the suit was commenced to the earlier of the date the verdict is accepted by the trial court or the date the judgment is filed with the court clerk. 12 Okla. Stat. § 727.1(E). For actions against the state or its political subdivisions, interest accrues from the date the suit was commenced to the earlier of the date the court accepts the verdict or the date the judgment is filed. 12 Okla. Stat. § 727.1(F).

### Post Judgment

**Rate:** Contract rate or, if none, the prime rate plus 2%. 12 Okla. Stat. §§ 727.1(D); 721.1(I). If the judgment remains unpaid after the first calendar year, the prime rate is subject to adjustment. 12 Okla. Stat. § 727.1(C).

**Accrual Date:** The earlier of the date the judgment is rendered or the date the judgment is filed with the court clerk. 12 Okla. Stat. § 727.1(C).

## OREGON

### Prejudgment

Facts supporting a claim of interest must be stated in the body of the complaint. *Emmert v. No Problem Harry, Inc.*, 192 P.3d 844 (Or. Ct. App. 2008).

#### Contract Actions

**Rate:** Contract rate or, if none, 9%. Or. Rev. Stat. § 82.010.

**Accrual Date:** The due date or the date of breach. *Id.*; see *Tasaki v. Moriarty*, 225 P.3d 68 (Or. Ct. App. 2009).

#### Tort Actions – Ascertainable Damages

Prejudgment interest may be allowed if the time from which interest runs can be ascertained and damages are ascertainable by simple calculation. *Smith v. Williams*, 779 P.2d 1057 (Or. Ct. App. 1989). Interest may be awarded if necessary to make the plaintiff whole. *Chase & Chase*, 323 P.3d 266 (Or. 2014).

### Post Judgment

**Rate:** Contract rate or, if none, 9%. Or. Rev. Stat. § 82.010(2)(e). For professional negligence claims against physicians and nurses, see Or. Rev. Stat. § 82.010(2)(f).

**Accrual Date:** Judgment date unless the judgment specifies another date. Or. Rev. Stat. § 82.010(2).

## PENNSYLVANIA

### Prejudgment

#### Contract Actions

**Rate:** Where the damages are liquidated and certain, contract rate or, if none, 6%. *Pittsburgh Constr. Co. v. Griffith*, 834 A.2d 572 (Pa. Super. Ct. 2003); 41 Pa. Stat. § 202.

**Accrual Date:** Date wrongfully withheld. *Pittsburgh Constr.*

**Tort Actions** (Action seeking relief for bodily injury, death or property damage – Delay Damages)

**Rate:** Prime rate, as stated in Pa. R.C.P. 238(a)(3). The plaintiff must request delay damages within 10 days of the verdict or decision. Pa. R.C.P. 238(c); *but cf.* Pa. R.C.P. 238(d) (actions heard by a board of arbitrators); 42 Pa. Cons. Stat. § 8371 (insurance bad faith claims);

*Touloumes v. E.S.C. Inc.*, 899 A.2d 343 (Pa. 2006) (prejudgment interest, not delay damages, is recoverable in a breach of contract action where the damages sought are measurable by actual property damage).

**Accrual Date:** The date that is one year after the date original process was first served. Pa. R.C.P. 238(a)(2). The recoverable interest can be affected by a written settlement offer and times when plaintiff caused the delay. See Pa. R.C.P. 238(b)(1).

### Post Judgment

**Rate:** Contract rate or, if none, 6%. *Pittsburgh Constr.*; 41 Pa. Stat. 202.

**Accrual Date:** Date of the verdict. 42 Pa. Cons. Stat. § 8101.

## RHODE ISLAND

### Prejudgment

#### Contract Actions

**Rate:** Contract rate or, if none, 12% per annum. R.I. Gen. Laws § 9-21-10(a).

**Accrual Date:** Date the action accrues. *Id.*

#### Tort Actions

**Rate:** 12% per annum. R.I. Gen. Laws § 9-21-10(a).

**Accrual Date:** Date the action accrues. *Id.* However, for medical malpractice actions, from the date of notice of claim or filing of the action, whichever occurs first. R.I. Gen. Laws § 9-12-10(b).

### Post Judgment

**Rate:** Contract rate or, if none, 12% per annum, accruing on both the principal amount of the judgment and the prejudgment interest entered therein. R.I. Gen. Laws § 9-21-10(a).

**Accrual Date:** Entry of judgment. *Id.*

## SOUTH CAROLINA

### Prejudgment

#### Contract Actions

**Rate:** Contract rate or 8.75% per annum. S.C. Code Ann. § 34-31-20(A).

**Accrual Date:** Date due. *Id.*

#### Tort Actions

**Rate:** If ascertainable, i.e. is a sum certain or is capable of being reduced to certainty, 8.75%. S.C. Code Ann. § 34-31-20(A); *Smith-Hunter Constr. Co. v. Hopson*, 616 S.E.2d 419 (S.C. 2005).

**Accrual Date:** When, by agreement or operation of law, the payment was demandable. *Dixie Bell, Inc. v. Redd*, 656 S.E.2d 765 (S.C. Ct. App. 2007); S.C. Code Ann. § 34-31-20(A).

#### Offer of Judgment

An offer of judgment can impact the recovery of interest. See § S.C. Code Ann. 15-35-400; SCRPC Rule 68.

### Post Judgment

**Rate:** Contract rate, or, if none, the prime rate, as calculated in § 34-31-20(B), plus 4%, compounded annually. *Renaissance Enters., Inc. v. Ocean Resorts, Inc.*, 513 S.E.2d 617 (S.C. 1999); S.C. Code Ann. § 34-31-20(B).

**Accrual Date:** Date of judgment. *Id.*

## SOUTH DAKOTA

### Prejudgment

#### Contract Actions

**Rate:** The contract rate or, if none, 10% per year. S.D. Codified Laws §§ 21-1-13.1, 54-3-16

**Accrual Date:** Date the loss or damage occurred, i.e. the date of breach. S.D. Codified Laws § 21-1-13.1; *Stern Oil Co. v. Brown*, 2018 SD 15, 2018 S.D. LEXIS 24 (S.D. 2018).

#### Tort Actions

**Rate:** 10% per year. However, interest is not recoverable on future damages, punitive damages, or intangible damages such as pain and suffering, emotional distress, loss of consortium, injury to credit, reputation or financial standing, loss of enjoyment of life, or loss of society or companionship. S.D. Codified Laws § 21-1.13.1. For inverse condemnation actions, the rate is 4.5%. *Id.*; S.D. Codified Laws § 54-3-16.

**Accrual Date:** The date the loss occurred, i.e. the date of the tortious conduct, S.D. Codified Laws § 21-1-13.1, unless the date of discovery is the only reasonable date from which to compute interest. *Fritzel v. Roy Johnson Constr.*, 594 N.W.2d 336 (S.D. 1999).

## SOUTH DAKOTA (continued)

### Post Judgment

**Rate:** 10% per year (exclusive of real estate mortgages and security agreements under Title 57A and exclusive of support debts or judgments under § 25-7A-14). S.D. Codified Laws §§ 54-3-5.1, 54-3-16. For inverse condemnation actions, the rate is 4.5%. Id.

**Accrual Date:** Date of judgment. S.D. Codified Laws § 54-3-5.1.

## ■ TENNESSEE

### Prejudgment

#### Contract Actions

**Rate:** Contract rate, up to the maximums established in Tenn. Code Ann. § 47-14-103. Tenn. Code Ann. § 47-14-123. If none, discretionary in accordance with the principles of equity at a rate not to exceed 10% per annum. Id.

**Accrual Date:** Due date or the date of accrual. Tenn. Code Ann. §§ 47-14-109, 47-3-112.

#### Tort Actions

**Rate:** Interest cannot be awarded for personal injury claims. Sterling v. Velsicol Chem. Corp., 855 F.2d 1188 (6<sup>th</sup> Cir. (Tenn.) 1988). Otherwise, at the court's discretion up to a maximum of 10%. Tenn. Code Ann. § 47-14-123.

**Accrual Date:** Date on which the tortious conduct effectively operates to destroy or diminish the plaintiff's property. Sterling.

### Post Judgment

**Rate:** 10% per annum, except as otherwise provided by statute, provided that, where the judgment is based on a note, contract, or other writing fixing the amount of interest, the contract rate up to the maximum allowed by Tenn. Code Ann. § 47-14-103. Voovs v. Turner, 49 S.W.3d 318 (Tenn. Ct. App. 2001); Tenn. Code Ann. § 47-14-121. For judgments against a governmental entity paid in installments, 6%. Tenn. Code Ann. § 29-20-312. But cf. Tenn. Code Ann. § 29-17-913 (eminent domain).

**Accrual Date:** Date of judgment. Tenn. Code Ann. § 47-14-122.

## ■ TEXAS

### Prejudgment

#### Contract Actions

**Rate:** Contract rate, but at a rate no greater than 10% or, in the absence of an agreement, 6% per year on the principal amount. Tex. Fin. Code §§ 302.001, 302.002.

**Accrual Date:** Date due (i.e. date of breach). Tex. Fin. Code § 302.002; Lake LBJ Municipal Utility Dist. v. Coulson, 839 S.W.2d 880 (Tex. App. 1992). If no agreed-to rate, on the 30<sup>th</sup> day after the date on which the amount is due. Tex. Fin. Code § 302.002.

#### Tort Actions

Interest allowed in wrongful death, personal injury and property damage cases. Tex. Fin. Code § 304.102.

**Rate:** The post judgment interest rate applicable at the time of judgment. Tex. Fin. Code § 304.103. Interest is computed as simple interest and does not compound. Tex. Fin. Code § 304.104. For condemnation actions, see Tex. Fin. Code § 304.201. Prejudgment interest not allowed on punitive damages. Tex. Civ. Prac. & Rem. Code § 41.007.

**Accrual Date:** The earlier of the 180<sup>th</sup> day after the date the defendant receives written notice of a claim or the date suit is filed. Tex. Fin. Code § 304.104.

### Post Judgment

#### Contract Actions

**Rate:** The lesser of the contract rate or 18% per year. Tex. Fin. Code § 304.002.

**Accrual Date:** Judgment date. However, if the case is appealed and a motion for extension of time to file a brief is granted for a party who was a claimant at trial, interest does not accrue for the period of extension. Tex. Fin. Code § 304.005.

#### Tort Actions

**Rate:** The prime rate, calculated as stated in Tex. Fin. Code § 304.003, with a minimum rate of 5% and a maximum rate of 15%. Tex. Fin. Code § 304.003.

**Accrual Date:** Judgment date. However, if the case is appealed and a motion for extension of time to file a brief is granted for a party who was a claimant at trial, interest does not accrue for the period of extension. Tex. Fin. Code § 304.005.

## ■ UTAH

### Prejudgment

#### Contract Actions

**Rate:** For ascertainable damages, the contract rate or, if none, the federal post-judgment interest rate as of January 1 of each year, plus 2%. USA Power, LLC v. PacifiCorp., 372 P.3d 629 (UT 2016); Utah Code Ann. §§ 15-1-1, 15-1-4(3)(a). For contracts for the loan or forbearance of money, goods, or any chose in action, 10%. USA Power; Utah Code Ann. § 15-1-1(2).

**Accrual Date:** Date damages due and ascertainable. See Trial Mt. Coal Co. v. Utah Div. of State Lands & Forestry, 921 P.2d 1365 (Utah 1996).

#### Tort Actions

**Rate:** For actions brought to recover damages for personal injuries that arose prior to July 1, 2014, 7.5% simple interest allowed on special damages. Utah Code Ann. § 78B-5-824 (2013). Special damages do not include damages for future medical expenses, loss of future wages or loss of future earning capacity. Id.

For actions brought to recover damages for personal injuries that arose on or after July 1, 2014, simple interest on special damages calculated as noted in Utah Code Ann. § 78B-5-824(5) (2018), but only if the plaintiff makes a settlement demand complying with § 78B-5-824(2). Special damages do not include damages for future medical expenses, loss of future wages, or loss of future earning capacity.

**Accrual Date:** For actions arising prior to July 1, 2014, the date of the occurrence of the act giving rise to the cause of action. Utah Code Ann. § 78B-5-824. For actions arising on or after July 1, 2014, the date on which the damages were incurred, as explained in Utah Code Ann. § 78B-5-214 (2018).

### Post Judgment

**Rate:** The contract rate or, if none, the federal post judgment interest rate as of January 1 of each year plus 2%. Utah Code Ann. § 15-1-4.

**Accrual Date:** Date of judgment. Id.

## ■ VERMONT

### Prejudgment

#### All Actions

**Rate:** Contract rate or, if none, 12%. V.R.C.P. Rule 54(a); 9 V.S.A. § 41a(a); Greenmoss Builders v. King, 580 A.2d 971 (Vt. 1990). Interest is discretionary unless damages are liquidated or capable of ready ascertainment. Newport Sand & Gravel Co. v. Miller Concrete Constr., Inc., 614 A.2d 395 (Vt. 1992); see Fleming v. Nicholson, 724 A.2d 1026 (Vt. 1998).

**Accrual Date:** Date action accrues. Pinewood Manor v. Vermont Agency of Transp., 668 A.2d 653 (Vt. 1995).

### Post Judgment

**Rate:** 12%. 12 V.S.A. § 2903(c).

**Accrual Date:** Date of judgment. Pinewood.

## ■ VIRGINIA

### Prejudgment

#### All Actions

**Rate:** 6%, or amount provided in contract, if higher. Va. Code Ann. §§ 8.01-382, 6.2-302. However, the award of interest is discretionary. Va. Code Ann. § 8.01-382; Dairyland Ins. Co. v. Douthat, 449 S.E.2d 799 (Va. 1994).

**Accrual Date:** Fixed at the discretion of the trier of fact. Upper Occoquan Sewage Auth. v. Blake Constr. Co., 655 S.E.2d 10 (Va. 2008).

### Post Judgment

**Rate:** 6% or amount provided in contract, if higher. Va. Code Ann. §§ 8.01-382, 6.2-302.

**Accrual Date:** Entry of judgment. Va. Code Ann. § 8.01-382; Upper Occoquan Sewage Auth.

## ■ WASHINGTON

### Prejudgment

#### All Actions

**Rate:** If damages are liquidated, prejudgment interest is allowed at contract rate or, if none, an amount that does not exceed the higher of 12% per annum or 4 percentage points above the equivalent coupon issue yield as stated in Wash. Rev. Code § 19.52.020. Wash. Rev. Code § 4.56.110; Mahler v. Szucs, 957 P.2d 632 (Wash. 1998); Hansen v. Rothaus, 730 P.2d 662 (Wash. 1986) (tortious conduct); but see RRW Legacy Mgmt. v. Walker, 2016 U.S. Dist. LEXIS 183096 (W.D. Wash.) (suggesting that Wash. Rev. Code § 19.52.010 governs contract actions where there is no rate in the contract). For tortious conduct by individuals or entities other than a "public agency," 2% above the prime rate as stated in Wash. Rev. Code § 4.56.110(3)(b). Generally, absent its consent, the State is not liable for prejudgment interest. Norris v. State, 733 P.2d 231 (Wash. Ct. App. 1987); see Wash. Rev. Code § 4.56.115 (discussing awarding interest against the state and its political subdivisions from the date of judgment).

**Accrual Date:** The date the claim becomes liquidated. Walla Walla County Fire Prot. Dist. No. 5 v. Wash. Auto Carriage, 745 P.2d 1332 (Wash. Ct. App. 1987).

### Post Judgment

**Rate:** The contract rate or, if none, an amount that does not exceed the higher of 12% per annum or 4 percentage points above the equivalent coupon issue yield as stated in Wash. Rev. Code § 19.52.020. Wash. Rev. Code § 4.56.110. For tortious conduct by individuals or entities other than a "public agency," 2% above the prime rate as stated in Wash. Rev. Code § 4.56.110(3)(b). For tortious conduct claims against a "public agency," 2% above the equivalent coupon issue yield, established as stated in Wash. Rev. Code §§ 4.56.110(3)(a); 4.56.115. For criminal conduct by an entity, see Wash. Rev. Code § 10.01.090.

**Accrual Date:** Date of entry. Wash. Rev. Code §§ 4.56.110; 4.56.115; 10.01.090.

## ■ WEST VIRGINIA

### Prejudgment

#### All Actions

**Rate:** Court may award prejudgment interest on special or liquidated damages. W. Va. Code § 56-6-31(b). Effective January 1, 2018, the rate will be the contract rate or, if none, 2% above the discount rate as stated in W. Va. Code § 56-6-31(b)(1), but not greater than 9% or less than 4% per annum. Id. For cases accruing prior to 2009, see W. Va. Code § 56-6-31(b)(2).

**Accrual Date:** Date cause of action accrues. W. Va. Code § 56-6-31; Jackson v. Brown, 801 S.E.2d 194 (W. Va. 2017).



## WEST VIRGINIA (continued)

### Post Judgment

**Rate:** Effective January 1, 2018, 2% above the discount rate as stated in W. Va. Code § 56-6-31(c), but not greater than 9% or less than 4% per annum. Id.

**Accrual Date:** Entry of judgment. W. Va. Code § 56-6-31.

## ■ WISCONSIN

### Prejudgment

#### All Actions

**Rate:** For liquidated damages or damages that can be measured to a reasonably certain standard, 5% or amount agreed to, but not to exceed 12%. Wis. Stat. §§ 138.04, 138.05; Betty Andrews Revocable Trust v. Vrakas/Blum, S.C., 779 N.W.2d 723 (Wis. Ct. App. 2009). If an offer of judgment is made, interest at the rate noted in Wis. Stat. § 807.01(4) may apply.

**Accrual Date:** From the date due or the date of the breach. First Wisconsin Trust Co. v. L. Wiemann Co., 286 N.W.2d 360 (Wis. 1980) (contract action – date of breach); Thermal Design, Inc. v. Project Coordinators, Inc., 730 N.W.2d 460 (Wis. Ct. App. 2007) (liquidated damages – date due). If an offer of judgment is made and interest applies, it runs from the date of the offer. Wis. Stat. § 807.01(4).

### Post Judgment

**Rate:** 1% plus the prime rate as determined in Wis. Stat. § 814.04(4).

**Accrual Date:** Entry of judgment. Id.

## ■ WYOMING

### Prejudgment

#### Liquidate Claims

**Rate:** 7%, or amount agreed to. Wyo. Stat. § 40-14-106. Interest allowed on liquidated, readily computable claims. Rissler & McMurry Co. v. Atlantic Richfield Co., 559 P.2d 25 (Wyo. 1977).

**Accrual Date:** Date notice of amount due is provided. Rissler

#### Conversion Claims

A court may award interest, at its discretion, from the date of the origin of the cause of action. Amoco Prod. Co. v. EM Nomine Pshp. Co., 2 P.3d 534 (Wyo. 2000).

### Post Judgment

**Rate:** The contract rate or, if none, 10%. Wyo. Stat. § 1-16-102.

**Accrual Date:** Date of judgment. Id.

### **Monday through Friday**

8:30 a.m. – 5:00 p.m.: (215) 864-6322

### **After Hours Contacts:**

*(If no response in 15 minutes,  
go to next number on list.)*

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