

LB 262. It went back to committee. It had a hearing, was passed out by the Judiciary Committee and this really was the second part of the amendments that I had for the comparative fault bill. There have literally been scores of meetings between groups such as business, the political subdivisions, the State of Nebraska itself, the risk manager, the trial lawyers and so on all interested in the bill and part of what they came out with was an agreement that was the amendments that we adopted to LB 262 last June. At that point in time, the session ran out and through the summer we've had scores of other meetings, trying to put together what LB 262 could do to help supplement LB 88. There were some subtle changes that both sides would have liked to have seen in this. In terms of substantive added amendments, this is not a substantive amendment that adds more or takes away anything from what is already onto LB 262. If I can go through it with you real briefly, the first part of this amendment which should be passed out to you on your desk at the moment, the first one adds the emergency clause since comparative fault did go into effect on the first part of January this year, LB 88 or now the comparative fault law is in effect. These would make the changes immediately upon the Governor's signature so we don't have any more gaps in time. The second amendment, or part of this amendment strikes the word "operative" and inserts "effective". This is a matter of semantics since we want the bill to be effective on the date that it is signed and put into law. The third part of this amendment, actually it's paragraphs 3 and 4, not lines 3 and 4, but paragraphs number 3 and 4 on the amendment that I handed out. These are changes that were requested by NATA. They are relatively simple changes. The first one changes a word from "to" and makes it an "and". The purpose of doing that was people have to draft jury instructions where you tell the jury what we're going to do under comparative fault. Those things require some time and some study. The group that we're drawing up, the jury instructions, found that this particular section was difficult to interpret because of the word "to". It made it look like it was an intentional tort and since these things aren't going to apply to intentional torts, they suggested the following wording that in an action involving one defendant when two or more defendants are part of a common enterprise or a plan to act in concert to cause harm, they just want to simply put "and" cause harm. It's a matter of semantics but it makes a big difference when you go to interpret those things as to whether it is to cause harm, that makes it sound like an intentional tort. The