



JURISDICTIONS COMPARATIVE CHART:

PRE/POST JUDGMENT INTEREST

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**JURISDICTIONS COMPARATIVE CHART
PREJUDGMENT INTEREST**

JURISDICTIONS	TYPE OF ACTION PAYABLE	ACCRUAL DATE	INTEREST RATE
ALABAMA	Contract and Tort - Liquidated or Ascertainable Damages Accident & Health and First Party Claims	Contract - Date of Breach. (Ala. Code § 8-8-8) Tort - Date cause of action accrues. Health/Accident Insurance - Within 45 days of written claim or within 30 days of electronic claim presented. (Ala. Code § 27-1-17)	Contract - 6 % or agreed rate in written contract but not to exceed 8 % (Ala. Code § 8-8-1) Tort - 6 % if damages are ascertainable by computation or where damages are complete to be capable of valuation Accident & Health and First Party - 1.5% per month. (Ala. Code § 27-1-17)
ALASKA	All	Contract - Date cause of action accrues. Tort – Date defendant is served or date defendant receives written notification of the claim, whichever is earlier. Unless the parties agree otherwise. (Alaska Stat. § 09.30.070)	3% above the 12th Federal Reserve District discount rate in effect on January 2nd of the year in which the judgment is entered except a judgment on a contract bears interest at the rate specified in the contract, if one is specified, not exceeding the legal rate of 10.5%. No pre-judgment interest for future economic, future non-economic, or punitive damages. (Alaska Stat. § 09.30.070)
ARIZONA	All	Liquidated Damages - Date of Demand. (Ariz. Rev. Stat. § 44.1201) Unliquidated Claims - Date of Settlement Offer (when applicable only) (Ariz.R.C.P. 68).	Liquidated Damages - 10% or rate provided in the contract. (Ariz. Rev. Stat. § 44.1201) Unliquidated Claims - If offer of judgment made before trial was not accepted and judgment finally obtained was equal to or more favorable to the offeror than the offer, offeree is liable for prejudgment interest on unliquidated claim from date of the offer. (Ariz.R.C.P. 68)
ARKANSAS	Only allowed when measure of damages is immediately ascertainable with reasonable certainty at the time of loss.	Date of Loss.	6% or rate provided in the contract. (Ark. Const. art. 19, § 13)
CALIFORNIA	All	Contract - Date due or ascertainable. (Cal. Civ. § 3289) Contract/Unliquidated Damages - Court's discretion but no earlier than date action filed. (Cal. Civ. § 3287) Other actions – Jury discretion. (Cal. Civ. § 3288) Personal Injury Action – Date of plaintiff's first settlement offer exceeded by judgment. (Cal. Civ. § 3291)	Contract - 10% (for contracts entered into after 1-1-86) or rate provided in the contract. (Cal. Civ. § 3289) Other actions – 7%. (Cal. Const. art. XV, § 1)
COLORADO	Contract, Personal Injury	Contract - Due date. (Colo. Rev. Stat. § 5-12-102) Personal Injury – Date action accrues. (Colo. Rev. Stat. § 13-21-101)	Contract - 8% including compounding of interest annually or rate in written contract. (Colo. Rev. Stat. § 5-12-102) Personal Injury - 9% including compounding of interest annually from the date suit was filed. (Colo. Rev. Stat. § 13-21-101)

Jurisdictions Comparative Chart: Pre/Post Judgment Interest

CONNECTICUT	Civil Action	<p>Civil Action – Due date of money wrongfully withheld. (Conn. Gen. Stat. § 37-3a)</p> <p>Offer of Judgment – The date the complaint was filed if the offer was filed no later than 18 months from the filing date of the complaint. If not, the interest is calculated from the date the offer was filed. (Conn. Gen. Stat. § 52-192a)</p>	<p>Civil Actions - 10% (Conn. Gen. Stat. § 37-3a)</p> <p>Offer of Judgment - 12% if plaintiff recovers amount equal to or greater than offer of judgment. (Conn. Gen. Stat. § 52-192a)</p>
DELAWARE	Contract, Personal Injury, Death and Property Damage	<p>Contract – Payment due date. (Del. Code Ann. tit. 6, § 2301)</p> <p>Other Civil Actions - Date of injury. (Del. Code Ann. tit. 6, § 2301)</p>	<p>Rate agreed upon in contract or 5% over Federal Reserve discount rate. (Del. Code Ann. tit. 6, § 2301)</p> <p>Other Civil Actions - Rate agreed upon in contract or 5% over Federal Reserve discount rate if prior to trial the plaintiff had extended to the defendant a settlement offer that was valid for 30 days in an amount that was less than the damages awarded through judgment. (Del. Code Ann. tit. 6, § 2301)</p>
DISTRICT OF COLUMBIA	Contract Liquidated Damages	Due Date.	<p>Contract - 6% or rate agreed upon in the contract. Liquidated damages - where interest payable by contract, law or usage. (D.C. Code Ann. § 15-108)</p> <p>Rate of interest on judgments against the District of Columbia cannot exceed 4%. (D.C. Code Ann. § 28-3302)</p>
FLORIDA	Contract or Liquidated Damages	Date of loss or date of breach.	<p>On December 1 of each year beginning December 1, 1994, the Comptroller of the State of Florida shall set the rate of interest on judgments or decrees for the year beginning January 1 by averaging the discount rate of the Federal Reserve Bank of New York for the preceding year, and adding 500 basis points to the averaged federal discount rate. The initial interest rate shall take effect on January 1, 1995 and in subsequent years the interest rate set by the Comptroller shall take effect on January 1 of each following year. Judgments on or after January 1, 1995, shall use the previous statutory rate for time periods before January 1, 1995, for which interest is due and shall apply the rate set by the Comptroller for time periods after January 1, 1995, for which interest is due. However, if a rate of interest is agreed upon in the contract than it will take affect. (Fla. Stat. ch. 55.03)</p>
GEORGIA	<p>Contract - Liquidated Damages</p> <p>Tort - Liquidated or Unliquidated Damages</p>	<p>Contract - Date of breach.</p> <p>Liquidated Damages – Date of Demand. (Ga. Code Ann. § 7-4-15)</p> <p>Tort – For unliquidated damages, 30 days after written demand for unliquidated damages by the claimant if judgment equals or exceeds demand. (Ga. Code Ann. § 51-12-14)</p>	<p>Contract - 7% or rate provided in the contract. (Ga. Code Ann. § 7-4-2)</p> <p>Tort Actions - 12%. (Ga. Code Ann. § 51-12-14)</p>
HAWAII	All	At discretion of court, but the earliest date permissible in tort actions is the date of injury and in contract cases, the date of breach. (Haw. Rev. Stat. § 636-16)	<p>10% or rate provided in the contract, except that for obligations of the State, the rate of interest shall be the prime rate for each calendar quarter but not to exceed 10%. (Haw. Rev. Stat. § 478-2) State is not liable for prejudgment interest for torts of its employees. (Haw. Rev. Stat. § 662-2)</p>
IDAHO	Contract Liquidated Damages	Date due or date ascertainable.	12% or rate in written contract. (Idaho Code § 28-22-104)
ILLINOIS	Contract Liquidated Damages	Date due.	5% or rate provided in the contract. (815 Ill. Comp. Stat. 205/2)

Jurisdictions Comparative Chart: Pre/Post Judgment Interest

INDIANA	Contract - Ascertainable Amounts Tort	Contract – Date demanded/due or date claim became ascertainable. (Ind. Code § 24-4.6-1-103)	Contract - 8% or rate provided in the contract. (Ind. Code § 24-4.6-1-103) Tort – Rate of interest determined by the court but cannot be less than 6% or more than 10%. (Ind. Code § 34-51-4-9)
IOWA	All	Contract/Liquidated Damages - Date due. Unliquidated Damages - Date action commenced. Tort - Date action commenced.	Contract and Tort Not Under Comparative Fault Act – 5% or rate agreed to in contract but not to exceed the maximum rate of interest of 2 percentage points above the monthly average 10 year constant maturity interest rate of U.S. government notes and bonds. (Iowa Code § 535.2) Tort/Comparative Fault Act - Rate of interest shall be equal to the treasury constant maturity index published by the Federal Reserve immediately prior to the date of judgement plus 2%. There is no prejudgment interest for future damages or punitive damages. (Iowa Code § 668-13) State not liable for interest prior to judgment. (Iowa Code § 25A.1)
KANSAS	Contract - Liquidated Damages Unliquidated - Court's discretion	Date due and ascertainable.	10% or rate provided in the contract. (Kan. Stat. Ann. § 16-201) Not permitted against governmental entity. (Kan. Stat. Ann. § 16-204)
KENTUCKY	Contract	Date due.	8% or rate in written contract but not to exceed the rate of interest of 4% above the discount rate on 90 day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District where the transaction is consummated or 19%, whichever is less, where the original principal amount is \$15,000 or less. For principal amounts in excess of \$15,000 any rate agreed to in the written contract. (2003 Ky. Rev. Stat. & R. Serv. 360.010)
LOUISIANA	All	Contract - Date due. Tort - Date of judicial demand.	Rate of interest from January 1, 1998 and on shall be calculated according to the post-judgment interest rates. The rate is calculated as follows: the rate of interest shall be calculated on the October 1 of each year and shall set at 3.25% above the discount rate. (La. Civ. Code Ann. art. 2924)
MAINE	All	Date of notice of claim, under oath served personally or by registered mail on defendant or date on which complaint filed if no notice is served.	One year U.S. Treasury Bill rate plus 3% for the year prior to which prejudgment interest begins to accrue or the rate agreed upon in written contract. For actions in which interest begins to accrue prior to July 1, 2003, the rate of interest is as follows: for judgments below \$30,000, the rate of interest is 8%; if the judgment exceeds \$30,000, the rate of interest in the one-year U.S. Treasury Bill rate plus 1%, or the rate agree upon in the written contract. (2003 Me. Legis. Serv. 460)
MARYLAND	Contract, Automobile Bodily Injury Actions - If defendant causes unnecessary delay of trial.	Contract - Date due. Automobile Bodily Injury Actions - Date the action was filed.	Contract - 6% or rate provided in the contract. (Md. Code Ann., Com. Law I § 12-102) Automobile Bodily Injury Actions – The court may assess interest against the defendant at a rate not exceeding 10%. (Md. Code Ann., Cts. & Jud. Proc. § 11-301) Not permitted against the state. (Md. Code Ann., Cts. & Jud. Proc. § 5-552(a))

Jurisdictions Comparative Chart: Pre/Post Judgment Interest

MASSACHUSETTS	Contract, Tort	<p>Contract – Date of action if the Date of Breach or Date of Demand cannot be established.</p> <p>Tort - Date of commencement of action.</p>	<p>Contract - 12% or rate agreed upon in the contract. (Mass. Gen. Laws ch. 231, § 6C)</p> <p>A judgment against the Commonwealth bears an rate of interest equal to the coupon issue yield equivalent of the average accepted auction price for the last auction of 52-week U.S. Treasury Bills, but not exceeding a rate of 10%. (Mass. Gen. Laws ch. 79, § 37)</p> <p>Tort – 12% (Mass. Gen. Laws ch. 231, § 6B) Prejudgment interest cannot be imposed against the commonwealth in tort actions. (Mass. Gen. Laws ch. 258, § 2)</p>
MICHIGAN	All	<p>Contract - Date of filing of complaint.</p> <p>Tort - Date of filing of complaint.</p>	Please refer to Post Judgment Section for interest rates.
MINNESOTA	Contract, All pecuniary damages	<p>Contract – Date of Demand.</p> <p>Pecuniary Damages – Interest is calculated from the time of the commencement of the action or a demand for arbitration or the time of written notification of claim, whichever occurs first, but the action must commence within two years of written notification of claim for interest to accrue. (Minn. Stat. § 549.09)</p>	<p>Contract - Rate specified.</p> <p>Pecuniary Damages – Interest is based on secondary market yield of one-year U.S. Treasury Bills, calculated on a bank discount basis.</p> <p>To receive interest on a judgment from the time of the commencement of the action or a demand for arbitration or the time of written notification of claim, until the time of judgment, the amount of the prevailing party’s offer must be closer to the judgment than the amount of the opposing party’s offer. If not, the prevailing party will only receive interest on the settlement offer or the judgment, whichever is less, and only from the time of the commencement of the action or a demand for arbitration or the time of written notification of claim, until the settlement offer was made. The amount of the settlement offer must be allocated between past and future damages in the same proportion as determined by the trier of fact. Prejudgment interest is inapplicable to future damages unless provided by contract or allowed by law. (Minn. Stat. § 549.09)</p>
MISSISSIPPI	Liquidated Damages or bad faith denial of claim	<p>Contract - Date of breach.</p> <p>Other actions – Determined by judge but not prior to filing of complaint.</p>	<p>Contract - Rate provided in the contract, (Miss. Code Ann. § 75-17-7), or the legal rate of interest of 8%, (Miss. Code Ann. § 75-17-1).</p> <p>Other actions - Rate set by judge.(Miss. Code Ann. § 75-17-7)</p> <p>No prejudgment interest is allowed in actions against the state. (Miss. Code Ann. § 11-46-15)</p>
MISSOURI	Contract, Tort	<p>Contract - Date due or date of breach.</p> <p>Tort – Interest is calculated from a date 60 days after the demand of offer was made or from the date the demand or offer was rejected without counteroffer, whichever is earlier.</p>	<p>Contract – 9% or rate provided in the contract. (Mo. Rev. Stat. § 408.020)</p> <p>Tort - 9% if claimant has made a demand for payment of a claim or an offer of settlement of a claim and the amount of judgment exceeds the demand for payment or offer of settlement. (Mo. Rev. Stat. § 408.040)</p>
MONTANA	<p>Contract - Liquidated Damages or Ascertainable Amounts.</p> <p>Tort - Liquidated damages or ascertainable amounts or at court's discretion.</p>	<p>Contract – Date of breach</p> <p>Tort Injury - 30 days after submitting a written statement of the claim and how the sum certain was calculated.</p>	10% or rate provided in the contract. (Mont. Code Ann. § 31-1-106)

Jurisdictions Comparative Chart: Pre/Post Judgment Interest

<p>NEBRASKA</p>	<p>All</p>	<p>Contract/Liquidated Damages - Date due. (Neb. Rev. Stat. § 45-104)</p> <p>Unliquidated Damages – From the date of plaintiff’s first offer of settlement, which is exceeded by the judgment if all conditions applicable to making offer of settlement are met. (Neb. Rev. Stat. § 45-103.02)</p>	<p>12% or rate provided in the contract. (Neb. Rev. Stat. § 45-104) Not permitted against the state or its political subdivisions. (Neb. Rev. Stat. § 45-103.04)</p>
<p>NEVADA</p>	<p>All</p>	<p>Date of service of summons and complaint. If defendant makes a written offer which is refused by the plaintiff and plaintiff fails to obtain a more favorable judgment, no interest is payable. (Nev. Rev. Stat. 17.115)</p>	<p>The rate of interest shall be a rate equal to the prime rate at the largest bank in Nevada as ascertained by the commissioner of financial institutions on January 1 or July 1, as the case may be, immediately preceding the date of judgment, plus 2%. The rate will be adjusted each January 1 and July 1 thereafter until the judgment is satisfied. (Nev. Rev. Stat. 99.040)</p>
<p>NEW HAMPSHIRE</p>	<p>All</p>	<p>Contract/Liquidated Damages - Interest begins to run from the time of the institution of suit. (N.H. Rev. Stat. Ann. § 524:1-a)</p> <p>Unliquidated Damages – Date of the writ or the filing of the petition to the date of judgment. (N.H. Rev. Stat. Ann. § 524:1-b)</p>	<p>The rate of interest shall be determined by the state treasurer, on December 1 of each year, as the prevailing discount rate of interest on 26-week U.S. Treasury Bills at the last auction thereof preceding the last day of September in each year, plus 2%, rounded to the nearest tenth of a percentage point. The rate shall take effect beginning the 1st of January through the last day of December in each year. (N.H. Rev. Stat. Ann. § 336:1)</p>
<p>NEW JERSEY</p>	<p>Tort, Contract</p>	<p>Tort – Date of the institution of the action or from a date 6 months after the date the cause of action arises, whichever is later</p> <p>Offer of Judgment – Date of the offer or the date of the completion of discovery</p> <p>Non-Tort-discretionary.</p>	<p>Prejudgment interest is inapplicable if notice of claim has been filed under the “New Jersey Contractual Liability Act,” (N.J. Stat. § 59:13-1)</p> <p>For periods prior to January 1, 1988 that rate of interest is 12%. On and after January 1, 1988, the interest rate shall equal the average rate of return, to the nearest whole or one-half percent, for the corresponding preceding fiscal year terminating on June 30, of the State of New Jersey Cash Management Fund as reported by the Division of Investment in the Department of the Treasury.</p> <p>For judgments from January 2, 1986 exceeding the monetary limit of the Special Civil Part, \$10,000, at the time of entry will bear the same rate of interest described above, until September 1, 1996, thereafter at the rate described above plus 2%. Interest rates for previous years were as follows: 1991 – 8.5%, 1992 – 7.5%, 1993 – 5.5%, 1994 – 3.5%, 1996-99 – 5.5%, 2000 – 5.0%, 2001 – 5.5%, 2002 – 6% and 2003 – 3%.</p> <p>Tort Actions – Simple interest shall be included from the date of the institution of the action or from a date 6 months after the date the cause of action arises, whichever is later, provided that the court can suspend the running of prejudgment interest. Interest shall be calculated in the same manner above except that all periods prior to January 1, 1988 will have an interest rate of 12%. (N.J. Stat. Ann. § 4:42-11)</p> <p>Offer of Judgment - If claimant's offer is not accepted, and the claimant obtains a verdict that is as least as favorable as rejected offer, claimant is allowed 8% interest on the amount of any money recovery from the date of the offer or the date of completion of discovery, whichever is later. If action is for unliquidated damages no allowance will be permitted to offer unless the amount of recovery is in excess of 120% of the offer. A claimant entitled to interest under the tort action above will be allowed interest under this rule only to the extent it exceeds the amount of interest allowed under the tort action above. (N.J. Court Rules, 1969 R. 4:58-2)</p>

Jurisdictions Comparative Chart: Pre/Post Judgment Interest

NEW MEXICO	All	<p>Contract - Date claim accrues.</p> <p>Others - Date complaint is served on defendant.</p>	<p>Contract - 8.75% or rate agreed upon in contract. The court may at its discretion allow interest up to 10% from the date the complaint is served on the defendant after considering: if the plaintiff was the cause of unreasonable delay in the adjudication of the plaintiff's claims and if the defendant had previously made a reasonable and timely offer of settlement to the plaintiff.</p> <p>Tort – 15% if judgments based on tortious conduct, bad faith, intentional or willful acts.</p> <p>The state and its political subdivisions are exempt unless provided otherwise by statute or common law.</p> <p>(N.M. Stat. Ann. § 56-8-4)</p>
NEW YORK	Contract, Interference with Possession of Property, Death Actions	<p>Contract – Date damage incurred to date of verdict.</p> <p>Interference with Possession of Property - Date damage incurred to date of verdict.</p> <p>Equitable Actions – At court's discretion. (N.Y. C.P.L.R. § 5001 (Consol.))</p> <p>Wrongful Death – Date of death. (N.Y. E.P.T.L. § 5-4.3 (Consol.))</p>	<p>9% or rate agreed upon in contract or provided by statute. (N.Y. C.P.L.R. § 5004 (Consol.)). In equitable actions, interest, rate and date it accrues from are left to the court's discretion. (N.Y. C.P.L.R. § 5001 (Consol.)).</p>
NORTH CAROLINA	All	<p>Contract - Date of breach.</p> <p>All other actions – Date action is commenced.</p>	<p>8% or rate provided in the contract.</p> <p>All other actions – Only applicable to compensatory damages. (N.C. Gen. Stat. § 24.5)</p>
NORTH DAKOTA	Contract, Liquidated Damages, Noncontractual Obligations, Fraud, Oppression & Malice	<p>Contract - Date due.</p> <p>Other - Discretion of court or jury.</p>	<p>6% or rate agreed upon in the contract but not to exceed the maximum legal rate of interest. (N.D. Cent. Code § 47-14-05)</p> <p>The maximum legal rate of interest permissible is 51/2% higher than the current cost of money as reflected by the average rate of interest payable on U.S. Treasury Bills maturing in 6 months in effect for North Dakota for the six months immediately preceding the month in which the transactions occurs but not less than 7%. (N.D. Cent. Code § 47-14-09)</p>
OHIO	Contract, Tort	<p>Contract - Date due.</p> <p>Other - Date the cause of action had accrued.</p>	<p>10% or rate provided in the contract. Not permitted on future damages.</p> <p>Torts – Only applied if the court determines that the party required to pay the money failed to make a good faith effort to settle the case. (Ohio Rev. Code Ann. § 1343.03)</p>
OKLAHOMA	Contract, Tort	<p>Contract - Date due.</p> <p>Tort - Date of Commencement.</p>	<p>Contract - Rate specified.</p> <p>Tort - Rate of interest is equal to the average U.S. Treasury Bill rate of the preceding calendar year as certified to the Administrative Director of the Courts by the State Treasurer on the first regular business day in January of each year, plus 4%. Or, the rate agreed upon in the contract. Rate in 2003 – 5.63%.</p> <p>For judgments against the state, the rate of interest shall not exceed 10%.</p> <p>(Okla. Stat. tit. 12, § 727)</p>
OREGON	Contract, Ascertainable Damages	Date due.	9% or rate agreed upon by parties. (Or. Rev. Stat. § 82.010)

Jurisdictions Comparative Chart: Pre/Post Judgment Interest

<p>PENNSYLVANIA</p>	<p>Contract Tort – Bodily Injury, Death, Property Damage (Only Imposed as Delay Damages) and Bad Faith</p>	<p>Contract - Date due. Tort – For actions before August 1, 1989 – Date complaint was filed or Date One Year after Accrual of Action, whichever is later. For actions on or after August 1, 1989 – Date one year after original process was first served. Bad faith – Date the claim was made.</p>	<p>Contract - 6% or rate provided in the contract. (42 Pa. Cons. Stat. § 8101, 41 Pa. Cons. Stat. § 202). Tort – Damages for delay shall be calculated at the rate equal to the prime rate as listed in the first edition of the Wall Street Journal published for each calendar year for which damages are awarded, plus 1%, not compounded. Delay damages should exclude the time period after the defendant made a written offer, which that remains in effect at least 90 days or until the commencement of the trial, whichever occurs first, and contains a specific sum with prompt cash payment or a structured settlement plus any cash payment and the plaintiff's recovery exceeds 125% of the written offer. Delay damages should also be excluded during periods where the plaintiff caused the delay. (Pa.R.C.P. 238) Bad faith – Rate is equal to the prime rate of interest plus 3%. (42 Pa. Cons. Stat. § 8371)</p>
<p>PUERTO RICO</p>	<p>Only when the court finds that a party has acted rashly will it impose prejudgment interest.</p>	<p>Collection of Money – Time the cause of action arises. Damages – Time the claim is filed.</p>	<p>The rate of interest will equal the rate fixed by the Finance Board of the Office of the Commissioner of Financial Institutions in effect when the judgment is pronounced. The Finance Board may periodically fix and review the interest rate. Prejudgment interest is not allowed against the Commonwealth of Puerto Rico, its municipalities, agencies, instrumentalities or officers acting in their official capacity. (32 P.R. Laws Ann. § 44.3)</p>
<p>RHODE ISLAND</p>	<p>All</p>	<p>Medical Malpractice - Date of written notice of the claim. All other actions - Date action accrues.</p>	<p>Contract - Rate provided in the contract.(R.I. Gen. Laws § 9-21-10) Tort - 12% (R.I. Gen. Laws § 9-21-10) If the defendant's insurer rejects written offer to settle action for amount equal to or less than the coverage limits on the liability policy in force at the time the action accrues, then the defendant's insurer will be liable for all interest due on the judgment even if it exceeds the policy coverage limitation. (R.I. Gen. Laws § 27-7-2.2)</p>
<p>SOUTH CAROLINA</p>	<p>Contract, Ascertainable Sums.</p>	<p>Due Date.</p>	<p>8.75% or rate provided in the contract. (S.C. Code Ann. § 34-31-20)</p>
<p>SOUTH DAKOTA</p>	<p>Liquidated Damages or Ascertainable Amounts.</p>	<p>Date of Loss or Damage.</p>	<p>10% or rate agreed upon in the contract. 5% for all judgments arising from inverse condemnation actions. Prejudgment interest is not recoverable for punitive, future or intangible damages.). (S.D. Codified Laws § 21-1-13.1 (Only applicable to suits commenced on or after July 1, 1990), S.D. Codified Laws § 54-3-16)</p>
<p>TENNESSEE</p>	<p>May be awarded as an element of damages by courts or juries in accordance with the principles of equity.</p>	<p>Date due or the date the action accrues. (Tenn. Code Ann. § 47-14-109)</p>	<p>Contract - rate agreed upon in the contract or by statute but not to exceed 10%. Other - any rate not in excess of 10%. (Tenn. Code Ann. § 47-14-123, Tenn. Code Ann. § 47-14-103)</p>

Jurisdictions Comparative Chart: Pre/Post Judgment Interest

TEXAS	All	<p>Contract – 30th Day after the Due Date.</p> <p>Personal Injury, Wrongful Death & Property Damage - 180 days after defendant receives written notice of claim or on day suit is filed, whichever occurs first. Awarded on entire amount of judgment including future damages.</p> <p>Contract - Date due and ascertainable.</p>	<p>Contract - 6% or rate provided in the contract. (Tex. Fin. Code Ann. § 302.002)</p> <p>Tort - The rate established on the 15th of every month by the consumer credit commissioner shall be applied to the succeeding month. The rate is calculated as follows: the prime rate as published by the Federal Reserve Bank of New York on the date of computation. Or, 5% if the prime rate as published by the Federal Reserve Bank of New York is less than five percent, or 15% if the prime rate as published by the Federal Reserve Bank of New York is more than 15%. (Tex. Fin. Code Ann. § 304.003).</p> <p>Not applicable to exemplary damages. (Tex. Civ. Prac. & Rem. Code Ann. § 41.007)</p>
UTAH	<p>Contract – Ascertainable Amounts.</p> <p>Tort – Special Damages actually incurred.</p>	<p>Contract - Date damages ascertainable.</p> <p>Tort - Date of occurrence of act giving rise to the cause of action. (Utah Code Ann. § 78-27-44)</p>	<p>10% or rate agreed upon in the contract. (Utah Code Ann. § 15-1-1)</p>
VERMONT	All	Date action accrues.	<p>12% or rate agreed upon in the contract. (Vt. Stat. Ann. tit. 12, § 511, Vt. Stat. Ann. tit. 9, § 41a)</p>
VIRGINIA	All at discretion of court or jury.	Discretion of court or jury.	<p>9% or rate provided in the contract. (Va. Code Ann. § 8.01-382, Va. Code Ann. § 6.1-330.54)</p>
VIRGIN ISLANDS	Ascertainable Amounts of Money.	Date due.	<p>9%. (11 V.I. Code Ann. § 951)</p>
WASHINGTON	Contract, Liquidated Damages.	Date claim arises.	<p>12% or rate specified in contract. (Wash. Rev. Code § 4.56.010, Wash. Rev. Code § 19.52.010)</p> <p>Tort - Not permitted against state, its political subdivisions or municipal corporations. (Wash. Rev. Code § 4.56.115)</p>
WEST VIRGINIA	Special Damages and Liquidated Damages	Date action accrues.	<p>10%. (W. Va. Code § 56-6-31)</p>
WISCONSIN	Contract, Liquidated Damages, Other Tort.	<p>Contract - Date of breach.</p> <p>Liquidated Damages - Date due.</p> <p>Other Tort – If there is an offer of settlement by a party which is not accepted and the party recovers a judgment which is greater to or equal to the amount specified in the offer of settlement, the party is entitled to interest from the date of the offer to the date the settlement is paid.</p>	<p>Contract – Rate agreed upon in contract. (Wis. Stat. § 138.05)</p> <p>Liquidated Damages - 12%. (Wis. Stat. § 814.04)</p> <p>Offer of Judgment - 12% (Wis. Stat. § 807.01)</p>
WYOMING	<p>Contract, Liquidated Damages</p> <p>Conversion - At discretion of court.</p>	Date debtor receives notice of amount due.	<p>7% or rate provided in the contract. (Wyo. Stat. Ann. § 40-14-106)</p>

POST JUDGMENT INTEREST

JURISDICTIONS	INTEREST ALLOWED	ACCRUAL DATE	RATE OF INTEREST
ALABAMA	Yes	Date of Judgment	Unless otherwise stipulated by contract, the rate of interest on judgments will be 12% (Ala. Code § 8-8-10)
ALASKA	Yes	Date of Judgment	Cannot exceed 5% above the 12th Federal Reserve District discount rate in effect on date contract made (contract or loans whose principal exceeds \$25,000 are exempt from this limitation) or, if one is specified, interest at the rate specified in the contract, not exceeding the legal rate of 10.5% (Alaska Stat. § 45.45.010)
ARIZONA	Yes	Date of Judgment	10% - or rate provided in the contract. (Ariz. Rev. Stat. § 44.1201) Medical malpractice claims – The prevailing party receives interest at rate equal to 3 percentage points above the federal post judgment interest rate (28 U.S.C. § 1961) in effect on date judgment entered. The interest rate shall be adjusted on June 30 and December 31 each year, but the readjusted rate cannot exceed 9%. (Ariz. Rev. Stat. § 12-352)
ARKANSAS	Yes	Date of Judgment	10% or the rate provided in the contract, whichever is greater. On all other judgments 10%, but not more than the maximum rate permitted by the Arkansas Constitution, Art. 19, § 13 (the maximum rate of interest permissible is 5 percent above the Federal Reserve Discount Rate at the time of contract). (Ark. Code Ann. § 16-65-114)
CALIFORNIA	Yes	Date of Judgment	10% unless legislature reduces rate to less than 10%, or rate provided in the contract. (Cal. Civ. Proc. § 685.010)
COLORADO	Yes	Date of Judgment	Contract - 8% or rate provided in the contract, compounded annually. (Colo. Rev. Stat. § 5-12-102) Personal Injury - 9% including annual compounding interest from the date lawsuit was filed. If judgment debtor appeals, then rate of interest calculated by the secretary of state is used. The rate of interest shall be certified on each January 1 by the secretary of the state to be 2 percentage points above the discount rate, rounded to the nearest full percent, and shall include compounding interest annually from the date the suit was filed. (Colo. Rev. Stat. § 13-21-101)
CONNECTICUT	Yes	Negligence Actions (Cases arising on or after May 27, 1997): 20 days after the date of judgment or 90 days after the date of verdict, whichever is earlier, upon the amount of judgment. (Conn. Gen. Stat. § 37-3b) All other cases: Date of Judgment (Conn. Gen. Stat. § 37-3a)	Negligence Actions - 10%. If plaintiff files a post-judgment motion or appeal, the recovery of interest is tolled and interest is not added to the judgment during the period the post-judgment motion or appeal is pending before the court. (Conn. Gen. Stat. § 37-3b) All other cases - 10% (Conn. Gen. Stat. § 37-3a)
DELAWARE	Yes	Date of Judgment	Rate agreed upon in contract or 5% over Federal Reserve discount rate. (Del. Code Ann. tit. 6, § 2301)

Jurisdictions Comparative Chart: Pre/Post Judgment Interest

DISTRICT OF COLUMBIA	Yes	Date of Judgment	<p>Rate agreed upon in contract, if none than 6%.</p> <p>Interest on judgments against the District of Columbia is at a rate not exceeding 4%. Interest on other judgments, not against the District of Columbia, is 70% of the rate of interest set by the Secretary of Treasury pursuant to § 6621 of the Internal Revenue Code of 1986 for underpayments of tax to the Internal Revenue Service, rounded to the nearest full percent, or if exactly ½ of 1%, increased to the next highest full percent. This is provided that a court 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 Ann. § 28-3302)</p>
FLORIDA	Yes	Date of Judgment	<p>On December 1 of each year beginning December 1, 1994, the Comptroller of the State of Florida shall set the rate of interest on judgments or decrees for the year beginning January 1 by averaging the discount rate of the Federal Reserve Bank of New York for the preceding year, and adding 500 basis points to the averaged federal discount rate. The initial interest rate shall take effect on January 1, 1995 and in subsequent years the interest rate set by the Comptroller shall take effect on January 1 of each following year. Judgments on or after January 1, 1995, shall use the previous statutory rate for time periods before January 1, 1995, for which interest is due and shall apply the rate set by the Comptroller for time periods after January 1, 1995, for which interest is due. However, if a rate of interest is agreed upon in the contract than it will take affect. (Fla. Stat. ch. 55.03)</p>
GEORGIA	Yes	Date of Judgment	<p>Principal amount of judgment bears interest at rate of 12% per year or rate in written contract or obligation. (Ga. Code Ann. § 7-4-12)</p>
HAWAII	Yes	Date of Judgment. (Haw. Rev. Stat. § 478-3) On judgments against state, date of judgment up to, but not exceeding, 30 days after the approval of any appropriation act providing for payment of judgment. (Haw. Rev. Stat. § 662-8)	<p>10% per year. (Haw. Rev. Stat. § 478-3)</p> <p>4% if judgment against state. (Haw. Rev. Stat. § 662-8)</p>
IDAHO	Yes	Date of Judgment	<p>The rate of interest shall be 5% plus the base rate in effect at the time of entry of judgment. The base rate is determined each year by the Idaho state treasurer on July 1 of each year and is effective for the succeeding 12 months. The base rate is the weekly average yield on U.S. Treasury Securities as adjusted to a constant maturity of 1 year and rounded up to the nearest 1/8 %. (Idaho Code § 28-22-104)</p>
ILLINOIS	Yes	Date of Judgment	<p>9% until satisfied or 6% when the judgment debtor is a unit of local government, a school district, a community college district, or any other governmental entity. The judgment debtor may be tender of payment of judgment, costs and interest accrued to the date of tender, stop the further accrual of interest on such judgment notwithstanding the prosecution of an appeal, or other steps to reverse, vacate or modify the judgment. (735 Ill. Comp. Stat. 5/2-1303)</p>
INDIANA	Yes	Date of Verdict	<p>8% or rate in contract not exceeding 8%. (Ind. Code § 24-4.6-1-101)</p>
IOWA	Yes	Date of Judgment (including future damages)	<p>Contract and Tort Not Under Comparative Fault Act – 5% or rate agreed to in contract but not to exceed the maximum rate of interest of 2 percentage points above the monthly average 10 year constant maturity interest rate of U.S. government notes and bonds. (Iowa Code § 535.2)</p> <p>Tort – Comparative Fault Act - Rate of interest shall be equal to the treasury constant maturity index published by the Federal Reserve immediately prior to the date of judgement plus 2%. There is no prejudgment interest for future damages or punitive damages. (Iowa Code § 668-13)</p>

Jurisdictions Comparative Chart: Pre/Post Judgment Interest

KANSAS	Yes	Date of Judgment	<p>Contract - Rate provided in the contract not exceeding maximum rate. (Kan. Stat. Ann. § 16-205)</p> <p>All others – Any judgment rendered before July 1, 1980 shall bare an interest as follows: on and after the day on which the judgment is rendered and before July 1, 1980, a rate of 8%. On and after July 1, 1980 and before July 1, 1982, a rate of 12%. On and after July 1, 1982 and before July 1, 1986, a rate of 15%. On and after July 1, 1986, a rate of 4 percentage points above the discount rate as of July 1 preceding the date the judgment was rendered.</p> <p>Any judgment rendered on or after July 1, 1980 and before July 1, 1982 shall bear an interest rate as follows: on and after the day judgment is rendered and before July 1, 1982, at a rate of 12%. On and after July 1, 1982 and before July 1, 1986, a rate of 15%. On and after July 1, 1986, a rate of 4 percentage points above the discount rate as of July 1 preceding the date the judgment was rendered.</p> <p>Any judgment rendered on or after July 1, 1982 and before July 1, 1986 shall bear an interest rate as follows: on and after the day on which the judgment is rendered and before July 1, 1986, a rate of 15%. On and after July 1, 1986, a rate of 4 percentage points above the discount rate as of July 1 preceding the date the judgment was rendered.</p> <p>Any judgment rendered on or after July 1, 1986 shall bear interest on and after the day on which the judgment was rendered at a rate of 4 percentage points above the discount rate as of July 1 preceding the date the judgment was rendered.</p> <p>Any judgment rendered on or after July 1, 1996 shall bear an interest rate of 4 percentage points above the discount rate as of July 1 preceding the date the judgment was rendered. (Kan. Stat. Ann. § 16-204)</p>
KENTUCKY	Yes	Date of Judgment	<p>Rate agreed to in written contract or 12% compounded annually. For unliquidated damages, at the court’s discretion the rate of interest may be set at less than 12%. (2002 Ky. Rev. Stat. & R. Serv. 360.040)</p>
LOUISIANA	Yes	<p>Ex delicto – Legal rates attach from date of judicial demand. (La. Rev. Stat. Ann. § 13.4203)</p> <p>Ex contractu – from date due. (La. Civ. Code Ann. art. 2000))</p>	<p>The rate of interest on lawsuits pending or filed during the following periods are as follows: on judgments prior to September 12, 1980, the rate is 7%. On and after September 12, 1980 until September 11, 1981, the rate is 10%. On and after September 11, 1981 until January 1, 1988, the rate is 12%. On January 1, 1988 and the entire year of 1988, the rate is 9.75%. On January 1, 1989 and for both 1989 and 1990, the rate is 11.5%. On January 1, 1991, and for all of 1991 the rate is 11%. On January 1, 1992, and for the entire year of 1992, the rate is 9%. On January 1, 1993 and for both 1993 and 1994, the rate is 7%. On January 1, 1995 and for the entire year of 1995, the rate shall be 8.75%. On January 1, 1996 and for the entire year of 1996, the rate shall be 9.75%. On and after January 1, 1997 until August 1, 1997, the rate is 9.25%. On and after August 1, 1997, and for the remainder of 1997, the rate is 7.9%. On January 1, 1998 and for the entire year of 1998, the rate is 7.6%. On January 1, 1999 and for the entire year of 1999, the rate is 6.73%. On January 1, 2000, and for the entire year of 2000, the rate shall be 7.285%. On January 1, 2001 and for the entire year of 2001, the rate is 8.241%. On and after January 1, 2002, the rate will be equal to the rate set by the commissioner of financial institutions. The rate of interest shall be calculated on the October 1 of each year and shall set at 3.25% above the discount rate. For 2001, the rate is 8.24%, 2002, 5.75% and 2003, 4.5%. (La. Rev. Stat. Ann. § 4202)</p>
MAINE	Yes	Date of Judgment	<p>Contract – Rate agreed to in written contract or the one-year U.S. Treasury Bill rate plus 6%, whichever is greater. (2003 Me. Legis. Serv. 460)</p>
MARYLAND	Yes	Date of Judgment	<p>10% or rate provided in the contract. (Md. Code Ann., Cts. & Jud. Proc. § 11-107)</p>
MASSACHUSETTS	Yes	Date of Judgment	<p>12% or rate provided in the contract. (Mass. Gen. Laws ch. 235, § 8) Not permitted against the Commonwealth in tort cases. (Mass. Gen. Laws ch. 258, § 2)</p>

Jurisdictions Comparative Chart: Pre/Post Judgment Interest

<p>MICHIGAN</p>	<p>Yes</p>	<p>Date of Judgment</p>	<p>For complaints filed on or after October 1, 1986, interest is not allowed on future damages from the date of filing the complaint to the date of entry of the judgment.</p> <p>For complaints filed before June 1, 1980, in an action not involving a written instrument with a rate of interest exceeding 6%, 6% from date of filing the complaint to June 1, 1980, on and after June 1, 1980 to the date of satisfaction of the judgment at a rate of 12% compounded annually.</p> <p>For a complaint filed before June 1, 1980, in an action involving a written instrument having a rate of interest exceeding 6% per year, at the rate agreed upon in the instrument, if the rate was legal when the instrument was executed, from the date of filing the complaint to the date of satisfaction of the judgment. The rate after the date of judgment shall not exceed either of the following: 7% compounded annually from the date of judgment to the satisfaction of the judgment that elapses before June 1, 1980 or 13% compounded annually from date of judgment to the satisfaction of the judgment that elapses after May 31, 1980.</p> <p>For complaints filed on or after June 1, 1980 but before January 1, 1987, from the date of filing the complaint at 12% compounded annually, unless judgment is rendered on a written instrument with a higher rate of interest. If so, than at the agreed upon rate if legal when instrument was executed but not to exceed 13% compounded annually after the date of judgment is entered.</p> <p>For a complaint filed on or after January 1, 1987, but before July 1, 2002, if a judgment is rendered on a written instrument, 12% compounded annually from the date of filing the complaint, unless the instrument has a higher rate of interest. If so, the agreed upon rate if legal at the time the instrument was executed but not to exceed 13% compounded annually.</p> <p>For a complaint filed on or after January 1, 1987, but before July 1, 2002, if the civil action has not resulted in a final nonappealable judgment as of July 1, 2002, and if a judgment is or has been rendered on a written instrument that does not evidence indebtedness with a special interest rate, the interest rate will be as follows from the date of filing: 1% plus 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 (to be calculated in 6 month intervals).</p> <p>For a complaint filed on or after July 1, 2002, if a judgment is rendered on a written instrument showing indebtedness with a specified interest rate, from the date of filing the complaint at the agreed upon rate if legal at the time the instrument was executed. If a variable rate, it will be fixed at the rate in effect when the complaint was filed. The rate shall not exceed 13% compounded annually.</p> <p>Tort - If a bona fide, reasonable written offer of settlement is made by the party against whom the judgment is subsequently rendered and it rejected by the plaintiff, the court shall order that interest is not allowed beyond the date of the bona fide, written offer of settlement.</p> <p>If a bona fide, reasonable written offer of settlement is not made by the party against whom the judgment is subsequently rendered, or is made and is not filed with the court, the court shall order that interest be calculated from the date of filing the complaint to the date of satisfaction of the judgment.</p> <p>If a bona fide, reasonable written offer of settlement is made by a plaintiff for whom the judgment is subsequently rendered and that offer is rejected and the offer is filed with the court, the court shall order that interest be calculated from the date of the rejection of the offer to the date of satisfaction of the judgment at a interest rate equal to 2% plus 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 (to be calculated in 6 month intervals).</p> <p>(Mich. Comp. Laws § 600.6013)</p>
<p>MINNESOTA</p>	<p>Yes</p>	<p>Date of Judgment</p>	<p>The interest rate is computed based on the secondary market yield of one-year U.S. Treasury Bills, calculated on a bank discount basis. On or before the 20th of December of each year the state court administrator, using the rate from the one-year constant maturity treasury yield for the most recent calendar month, determines the interest rate. The yield is rounded to the nearest 1%, or 4%, whichever is greater, and shall be the annual interest rate during the succeeding calendar year. (Minn. Stat. § 549.09)</p>

Jurisdictions Comparative Chart: Pre/Post Judgment Interest

MISSISSIPPI	Yes	Date of Judgment	Judgments and decrees founded on contract or sale bear interest at contract rate, (Miss. Code Ann. § 75-17-7), or, if no rate provided in the contract, 8%, (Miss. Code Ann. § 75-17-1). Other judgments set by court. (Miss. Code Ann. § 75-17-7)
MISSOURI	Yes	Date of Judgment	9% or rate provided in the contract, if higher than 9%. (Mo. Rev. Stat. § 408.040)
MONTANA	Yes	Date of Judgment	10% or rate specified in contract. (Mont. Code Ann. § 25-9-205)
NEBRASKA	Yes	Date of Judgment	On decrees and judgments rendered before July 20, 2002, the rate of interest is fixed at 1% above the bond equivalent yield of the average accepted auction price for the last auction of 52-week U.S. Treasury Bills in effect on the date of entry of judgment. For decrees and judgments rendered on and after July 20, 2002, interest on decrees and judgments for the payment of money shall be fixed at a rate equal to 2% above the bond investment yield of the average accepted auction price for the first auction of each annual quarter of the 26-week U.S. Treasury Bills in effect on the date of entry of judgment. However, these rates shall not apply in the following circumstances: when the rate of interest for a particular cause of action is set by law and when the cause of action involves in written contract containing a rate of interest already agreed upon by the parties. (Neb. Rev. Stat. § 45-103)
NEVADA	Yes	From time of service of summons and complaint until satisfied. (For future damages, from time of entry of judgment until satisfied.)	The rate of interest shall be a rate equal to the prime rate at the largest bank in Nevada as ascertained by the commissioner of financial institutions on January 1 or July 1, as the case may be, immediately preceding the date of judgment, plus 2%. The rate will be adjusted each January 1 and July 1 thereafter until the judgment is satisfied. (Nev. Rev. Stat. 17.130)
NEW HAMPSHIRE	Yes	Date of Judgment (N.H. Rev. Stat. Ann. § 524:1-b)	The rate of interest shall be determined by the state treasurer, on December 1 of each year, as the prevailing discount rate of interest on 26-week U.S. Treasury Bills at the last auction thereof preceding the last day of September in each year, plus 2%, rounded to the nearest tenth of a percentage point. The rate shall take effect beginning the 1 st of January through the last day of December in each year. (N.H. Rev. Stat. Ann. § 336:1)
NEW JERSEY	Yes	Date of Judgment	Prior to April 1, 1975 – 6%, from April 1, 1975 to September 13, 1981 – 8%, from September 14, 1981 to January 1, 1986 – 12%. From January 2, 1986 and for each calendar year thereafter, for judgments not exceeding the monetary limit of the Special Civil Part, \$10,000, at the time of entry, the interest rate shall equal the average rate of return, to the nearest whole or one-half percent, for the corresponding preceding fiscal year terminating on June 30, of the State of New Jersey Cash Management Fund as reported by the Division of Investment in the Department of the Treasury. For judgments from January 2, 1986 exceeding the monetary limit of the Special Civil Part, \$10,000, at the time of entry will bear the same rate of interest described above, until September 1, 1996, thereafter at the rate described above plus 2%. Interest rates for previous years were as follows: 1991 – 8.5%, 1992 – 7.5%, 1993 – 5.5%, 1994 – 3.5%, 1996-99 – 5.5%, 2000 – 5.0%, 2001 – 5.5%, 2002 – 6% and 2003 – 3%. (N.J. Stat. Ann. § 4:42-11)
NEW MEXICO	Yes	Date of Judgment	Contracts - 8.75% or rate agreed upon in contract. The court may at its discretion allow interest up to 10% from the date the complaint is served on the defendant after considering: if the plaintiff was the cause of unreasonable delay in the adjudication of the plaintiff's claims and if the defendant had previously made a reasonable and timely offer of settlement to the plaintiff. Tort – 15% if judgments based on tortious conduct, bad faith, intentional or willful acts. The state and its political subdivisions are exempt unless provided otherwise by statute or common law. (N.M. Stat. Ann. § 56-8-4)

Jurisdictions Comparative Chart: Pre/Post Judgment Interest

NEW YORK	Yes	Date of entry of judgment. (N.Y. C.P.L.R. § 5003 (Consol.))	Money judgments bear interest at legal rate of 9%, unless otherwise prescribed by statute. (N.Y. C.P.L.R. § 5004 (Consol.)). The court may set a lower rate in cases where a judgment is entered against the State or a municipality. (N.Y. State Fin. Law § 16 (Consol.))
NORTH CAROLINA	Yes	Date of Judgment	Contract – 8% or rate agreed upon in contract. If parties agreed that contract rate will apply after judgment, then the interest shall be the contract rate, if not 8%. Other actions – Compensatory damages bears interest from date action is commenced. Any other portion of money damages, except costs, bear an interest rate of 8%. (N.C. Gen. Stat. § 24-1, N.C. Gen. Stat. § 24-5)
NORTH DAKOTA	Yes	Date of Judgment	12% or rate agreed upon in the contract. (N.D. Cent. Code § 28-20-34)
OHIO	Yes	Date of Judgment	10% or rate agreed upon in contract. Interest on a judgment, decree or order of payment shall be computed from the date the cause of action accrued to the date the money is paid if the court determines that the party required to pay the money failed to make a good faith effort to settle the case and the party to whom the money is owed did not fail to make a good faith effort to settle the case. (Ohio Rev. Code Ann. § 1343.03) On all judgments, decrees or orders rendered on any bond, bill, note or other instrument of writing containing stipulations for payment of interest, in accordance with Ohio Rev. Code Ann. § 1343.01, shall be computed at the agreed upon rate. (Ohio Rev. Code Ann. § 1343.02)
OKLAHOMA	Yes	The earlier of Date of the Judgment or Date the Judgment is filed with the Court Clerk.	Rate of interest is equal to the average U.S. Treasury Bill rate of the preceding calendar year as certified to the Administrative Director of the Courts by the State Treasurer on the first regular business day in January of each year, plus 4%. Or, the rate agreed upon in the contract. Rate in 2003 – 5.63%. Judgments against the state or its political subdivisions, including counties, municipalities, school districts, and public trusts of which this state or a political subdivision of this state is a beneficiary, at a rate not to exceed 10%. (Okla. Stat. tit. 12, § 727)
OREGON	Yes	Date of Judgment, unless judgment specifies another date.	9% or rate agreed upon in the contract, whichever is higher. (Or. Rev. Stat. § 82.010)
PENNSYLVANIA	Yes	Date of Verdict or Award or from Date of Judgment if no verdict is entered.	6%, if not otherwise provided by statute, or rate provided in the contract (42 Pa. Cons. Stat. § 8101, 41 Pa. Cons. Stat. § 202)
PUERTO RICO	Yes	Date of Judgment	The rate of interest will equal the rate fixed by the Finance Board of the Office of the Commissioner of Financial Institutions in effect when the judgment is pronounced. The Finance Board may periodically fix and review the interest rate. (32 P.R. Laws Ann. § 44.3)
RHODE ISLAND	Yes	Civil Action – Date the cause of action accrued. Medical Malpractice Actions file on or after January 1, 1987 – Date of Written Notice of Claim or the Date of Filing, whichever occurs first.	12% and will accrue on both the principal amount of the judgment and the prejudgment interest. (R.I. Gen. Laws § 9-21-10) If the defendant’s insurer rejects written offer to settle action for amount equal to or less than the coverage limits on the liability policy in force at the time the action accrues, then the defendant’s insurer will be liable for all interest due on the judgment even if it exceeds the policy coverage limitation. (R.I. Gen. Laws § 27-7-2.2)
SOUTH CAROLINA	Yes	Date of Judgment	12% on all money decrees and judgments of courts enrolled or entered or rate agreed upon in contract. 8.75% for cases of accounts stated and in all cases wherein any sum or sums of money shall be ascertained and, being due, shall draw interest according to the law. (S.C. Code Ann. § 34-31-20)

Jurisdictions Comparative Chart: Pre/Post Judgment Interest

SOUTH DAKOTA	Yes	Date of Judgment	10% (exclusive of real estate mortgages, security agreements under Title 57A, support debts or judgment under § 25-7A-14). (S.D. Codified Laws § 54-3-5.1, S.D. Codified Laws § 54-3-16.)
TENNESSEE	Yes	Date of Verdict	10% if no statutory rate governs or rate agreed upon in contract. (Tenn. Code Ann. § 47-14-121, Tenn. Code Ann. § 47-14-122) Judgments against a governmental entity bear an interest rate of 6% on the unpaid balance. (Tenn. Code Ann. § 29-20-312)
TEXAS	Yes	Date of Judgment	Contract – Rate equal to the lesser of the rate agreed upon in the contract or 18%. (Tex. Fin. Code Ann. § 304.002) Other – The rate established on the 15 th of every month by the consumer credit commissioner shall be applied to the succeeding month. The rate is calculated as follows: the prime rate as published by the Federal Reserve Bank of New York on the date of computation. Or, 5% if the prime rate as published by the Federal Reserve Bank of New York is less than five percent, or 15% if the prime rate as published by the Federal Reserve Bank of New York is more than 15%. (Tex. Fin. Code Ann. § 304.003)
UTAH	Yes	Date of Judgment	Rate agreed upon in contract or federal post judgment interest rate (28 U.S.C. § 1961) as of January 1 of each year plus 2%. (Utah Code Ann. § 15-1-4)
VERMONT	Yes	Date of Judgment	12%. (Vt. Stat. Ann. tit. 12, § 2903)
VIRGIN ISLANDS	Yes	Date of Judgment or Decree	4%. No pre-judgment interest shall be charged against the Government of Virgin Islands. (5 V.I. Code Ann. § 426)
VIRGINIA	Yes	Date of Verdict (If no jury verdict, at court's discretion.)	9% or rate provided in the contract, if higher. (Va. Code Ann. § 8.01-382, Va. Code Ann. § 6.1-330.54)
WASHINGTON	Yes	Date of Judgment	Rate agreed upon in contract or any rate of interest shall be legal so long as it does not exceed 12% or the rate of interest equal to 4 percentage points above the coupon issue yield of the average bill rate for 26-week Treasury Bills as determined at the first bill market auction conducted during the calendar month. (Wash. Rev. Code § 4.56.110, Wash. Rev. Code § 19.52.020)
WEST VIRGINIA	Yes	Date of Judgment or Decree (Liquidated Damages – Date the right be bring action accrued.)	10%. (W. Va. Code § 56-6-31)

Note: This document is intended to provide a general overview of the laws enacted in each state. Many of the statutes listed are complex, and do not lend themselves to a concise summary. Also, while we have made every effort to verify the accuracy of the materials summarized as of the date indicated, these statutes and cases are subject to revision, amendment and modification, as well as to differing court interpretations. It therefore is intended that this document should serve only as a guideline, for purposes of general reference, and is not a substitute for legal advice from a qualified attorney. Please feel free to contact any Cozen O'Connor attorney for additional information and assistance. Note, also, this chart does not cover automobile no-fault statutes, which may provide a different period of limitation than the ones summarized in this chart.