

ALEC EXPOSED

"ALEC" has long been a secretive collaboration between Big Business and "conservative" politicians. Behind closed doors, they ghostwrite "model" bills to be introduced in state capitols across the country. This agenda—underwritten by global corporations—includes major tax loopholes for big industries and the super rich, proposals to offshore U.S. jobs and gut minimum wage, and efforts to weaken public health, safety, and environmental protections. Although many of these bills have become law, until now, their origin has been largely unknown. With **ALEC EXPOSED**, the Center for Media and Democracy hopes more Americans will study the bills to understand the depth and breadth of how big corporations are changing the legal rules and undermining democracy across the nation.

ALEC's Corporate Board
--in recent past or present

- AT&T Services, Inc.
 - centerpoint360
 - UPS
 - Bayer Corporation
 - GlaxoSmithKline
 - Energy Future Holdings
 - Johnson & Johnson
 - Coca-Cola Company
 - PhRMA
 - Kraft Foods, Inc.
 - Coca-Cola Co.
 - Pfizer Inc.
 - Reed Elsevier, Inc.
 - DIAGEO
 - Peabody Energy
 - Intuit, Inc.
 - Koch Industries, Inc.
 - ExxonMobil
 - Verizon
 - Reynolds American Inc.
 - Wal-Mart Stores, Inc.
 - Salt River Project
 - Altria Client Services, Inc.
 - American Bail Coalition
 - State Farm Insurance
- For more on these corporations, search at www.SourceWatch.org.

DID YOU KNOW? Corporations VOTED to adopt this. Through ALEC, global companies work as "equals" in "unison" with politicians to write laws to govern your life. Big Business has "a VOICE and a VOTE," according to newly exposed documents. **DO YOU?**

Home → Model Legislation → Health and Human Services

The Award of Attorneys' Fees to Prevailing Party Act

Did you know that global pharmaceutical company Bayer Healthcare was the corporate co-chair in 2011?

Summary

The purpose of this Act is to require the loser of a civil suit to pay the prevailing party's attorney's fees and costs. Also known as the "English Rule," this legislation restores fairness to the system by establishing a strong deterrent against baseless claims. Where the English rule operates, it also prompts more realistic case evaluation - the obligating to pay the winner's fees encourages litigants to more carefully evaluate their cases before initiating a frivolous claim.

Specifically, the prevailing party shall be entitled to attorneys' fees from the non-prevailing party on any claim advanced during the litigation. Or, reasonable attorney fees will be awarded to a party making a written settlement offer if the other party has rejected the written settlement and a judgment is entered which is less favorable than the rejected settlement offer. The attorneys' fees awarded to the winner are limited however, by the amount expended by the losing party. If the losing party received services under a contingent fee agreement, the reasonable value of those services is the award limit. The court may, in its discretion, limit the fees recovered if such payment of fees is deemed unjust. This provision prevents the prevailing party from penalizing the loser by incurring disproportionate expenses.

Model Legislation

{Title, enacting clause, etc.}

Section 1. This Act shall be known and may be cited as the Award of Attorneys' Fees to Prevailing Party Act.

Section 2. {Definition} "Prevailing party" means a party to an action who obtains a final judgment other than by settlement, exclusive of interest and all, or a portion of, the claims asserted during the litigation.

Section 3. {Awarding of the Attorneys' Fees}

(A) The prevailing party shall be entitled to attorneys' fees from the non-prevailing party with respect to the extent that party prevails on any claim advanced during the litigation, except that the sum of the entitled attorneys' fees shall not exceed the attorneys' fees to the non-prevailing party with regard to such claim: or

(B) Reasonable attorney fees shall be awarded to a party making a written statement offer if a party has rejected the written settlement offer and a judgment is entered that is less favorable to the rejecting party than the rejected settlement offer.

(C) The court may, in its discretion, limit the fees recovered under paragraph (A) of this Section if such payment of fees is deemed unjust.

(D) Counsel of record in actions under this Section shall maintain accurate, up-to-date records of hours worked on the matter regardless of the fee arrangement with the client.

Section 4. {Severability Clause}

Section 5. {Repealer Clause}

Were your laws repealed?

Section 6. {Effective Date}

1995 Sourcebook of American State Legislation

About Us and ALEC EXPOSED. The Center for Media and Democracy reports on corporate spin and government propaganda. We are located in Madison, Wisconsin, and publish www.PRWatch.org, www.SourceWatch.org, and now www.ALECExposed.org. For more information contact: editor@prwatch.org or 608-260-9713.