

Ros-Lehtinen Smith (WA) Upton
Roukema Solomon Vucanovich
Royce Souder Waldholtz
Salmon Spence Walker
Sanford Stearns Walsh
Saxton Stenholm Wamp
Scarborough Stockman Watts (OK)
Schaefer Stump Weldon (FL)
Schiff Talent Weller
Seastrand Tate White
Sensenbrenner Tauzin Whitfield
Shadegg Taylor (MS) Wicker
Shaw Taylor (NC) Wolf
Shays Tejada Young (AK)
Shuster Thomas Young (FL)
Skeen Thornberry Zeliff
Smith (MI) Tiaht Zimmer
Smith (NJ) Torkildsen
Smith (TX) Traficant

NOT VOTING—13

Becerra Gibbons Pelosi
Bunning Hefner Rangel
Coburn McDade Roth
Coleman McIntosh
Condit Miller (CA)

So the amendment to the amendment was not agreed to.

38.15 RECORDED VOTE

A recorded vote by electronic device was ordered in the Committee of the Whole on the foregoing amendment submitted by Mr. MCHALE.

It was decided in the Yeas 115
negative Nays 306

38.16 [Roll No. 202]
AYES—115

Andrews Gilman Obey
Baker (CA) Gonzalez Orton
Barrett (WI) Goodlatte Pallone
Bateman Gordon Parker
Beilenson Goss Peterson (FL)
Bentsen Green Petri
Bevill Greenwood Pomeroy
Bilbray Gutknecht Porter
Bishop Hall (OH) Rahall
Blute Harman Ros-Lehtinen
Boucher Herger Sanford
Brown (OH) Hoke Sanford
Chenoweth Holden Sawyer
Combust Horn Scarborough
Coyne Inglis Schumer
Cramer Jefferson Shadegg
Crapo Johnston Sisisky
Davis Kanjorski Smith (MI)
DeLay Kaptur Souder
Deutsch Kelly Spence
Diaz-Balart Klink Stark
Dingell Kolbe Stenholm
Dooley Latham Studds
Doolittle Lazio Taylor (MS)
Doyle Levin Torkildsen
Duncan Lincoln Torricelli
Engel Luther Traficant
English Manton Tucker
Ensign Mascara Upton
Fazio McCollum Visclosky
Foglietta McHale Vucanovich
Forbes McKinney Waldholtz
Fowler Meek Weldon (FL)
Fox Meyers Weldon (PA)
Frank (MA) Mineta Wicker
Franks (NJ) Mollohan Wise
Gejdenson Montgomery Zimmer
Gephardt Moran
Gilchrist Murtha

NOES—306

Abercrombie Bereuter Bryant (TX)
Ackerman Berman Bunn
Allard Bilirakis Burr
Archer Bliley Burton
Armey Boehlert Buyer
Bachus Boehner Callahan
Baesler Bonilla Calvert
Baker (LA) Bonior Camp
Baldacci Bono Canady
Ballenger Borski Cardin
Barcia Brewster Castle
Barr Browder Chabot
Barrett (NE) Brown (CA) Chambliss
Barrett Brown (FL) Chapman
Barton Brownback Christensen
Bass Bryant (TN) Chrysler

Clay Istook Poshard
Clayton Jackson-Lee Pryce
Clement Jacobs Quillen
Clinger Johnson (CT) Quinn
Clyburn Johnson (SD) Radanovich
Coble Johnson, E. B. Ramstad
Collins (GA) Johnson, Sam Reed
Collins (IL) Jones Regula
Collins (MI) Kasich Reynolds
Conyers Kennedy (MA) Richardson
Cooley Kennedy (RI) Riggs
Costello Kennelly Rivers
Cox Kildee Roberts
Crane Kim Roemer
Cremeans King Rogers
Cubin Kingston Rohrabacher
Cunningham Kleczka Rose
Danner Klug Roukema
de la Garza Knollenberg Roybal-Allard
Deal LaFalce Royce
DeFazio LaHood Sabo
DeLauro Lantos Salmon
Dellums Largent Sanders
Dickey LaTourrette Saxton
Dicks Laughlin Schaefer
Dixon Leach Schiff
Doggett Lewis (CA) Schroeder
Dornan Lewis (GA) Scott
Dreier Lewis (KY) Seastrand
Dunn Lightfoot Sensenbrenner
Durbin Linder Serrano
Edwards Lipinski Shaw
Ehlers Livingston Shays
Ehrlich LoBiondo Shuster
Emerson Lofgren Skaggs
Eshoo Longley Skeen
Evans Lowey Skelton
Everett Lucas Slaughter
Ewing Maloney Smith (NJ)
Farr Manullo Smith (TX)
Fattah Markey Smith (WA)
Fawell Martinez Solomon
Fields (LA) Martini Spratt
Fields (TX) Matsui Stearns
Filner McCarthy Stockman
Flake McCrery Stokes
Flanagan McDermott Stump
Foley McHugh Stupak
Ford McInnis Talent
Franks (CT) McKeon Tanner
Frelinghuysen McNulty Tate
Frisa Meehan Tauzin
Frost Menendez Taylor (NC)
Funderburk Metcalf Tejada
Furse Mfume Thomas
Gallegly Mica Thompson
Ganske Miller (FL) Thornberry
Gekas Minge Thornton
Geren Mink Thurman
Gillmor Moakley Tiaht
Gooding Molinari Torres
Graham Moorhead Towns
Gunderson Morella Velazquez
Gutierrez Myers Vento
Hall (TX) Myrick Volkmer
Hamilton Nader Walker
Hancock Neal Walsh
Hansen Nethercutt Wamp
Hastert Neumann Ward
Hastings (FL) Ney Waters
Hastings (WA) Norwood Watt (NC)
Hayes Nussle Watts (OK)
Hayworth Oberstar Waxman
Hefley Olver Weller
Heineman Ortiz White
Hilleary Owens Whitfield
Hilliard Oxley Williams
Hinchee Packard Wilson
Hobson Pastor Wolf
Hoekstra Paxon Woolsey
Hostettler Payne (NJ) Wyden
Houghton Payne (VA) Wynn
Hoyer Peterson (MN) Yates
Hunter Pickett Young (AK)
Hutchinson Pombo Young (FL)
Hyde Portman Zeliff

NOT VOTING—13

Becerra Gibbons Pelosi
Bunning Hefner Rangel
Coburn McDade Roth
Coleman McIntosh
Condit Miller (CA)

So the amendment was not agreed to. After some further time,

38.17 RECORDED VOTE

A recorded vote by electronic device was ordered in the Committee of the

Whole on the following amendment submitted by Mr. HOKE:

Page 6, after line 24 (after section 4) insert the following:

SEC. 5. CONTINGENT FEES OF ATTORNEYS.

(a) IN GENERAL.—Part III of title 28, United States Code, is amended by adding at the end the following new chapter:

CHAPTER 80—CONTINGENT FEES OF ATTORNEYS

1051. Limitations on contingent fees.

1052. Definition of qualifying settlement offer.

1051. Limitations on contingent fees

(a) EFFECT OF QUALIFYING SETTLEMENT OFFER.—In any Federal civil action (except an action for the protection of civil rights, including the right to vote) in which a monetary recovery is sought, the compensation to the attorney representing a plaintiff—

(1) shall, if a qualifying settlement offer is made to and accepted by that plaintiff not exceed the lesser of—

(A) the sum of—

(i) a reasonable hourly rate, previously agreed upon by the attorney and the plaintiff, for legal work actually performed; and

(ii) actual expenses of the attorney in the action; or

(B) 10 percent of the amount of the accepted qualifying settlement offer; and

(2) shall, if no qualifying settlement offer is accepted by that plaintiff, not exceed the sum of—

(A) that portion not greater than 33 percent, agreed upon by the attorney and the plaintiff before trial, of the amount by which the final recovery in the action exceeds the amount of the final qualifying settlement offer;

(B) a reasonable hourly rate, previously agreed upon by the attorney and the plaintiff, for legal work actually performed before the final qualifying settlement offer is made; and

(C) actual expenses of the attorney in the action.

1052. Definition of qualifying settlement offer

For the purposes of this chapter a qualifying settlement offer is an offer by all defendants to—

(1) to settle all claims against the defendants in the pending action; and

(2) made not later than 60 days after the date of initial contact in writing between the attorneys for the parties notifying the defendant of the claim against the defendant."

(b) CLERICAL AMENDMENT.—The table of chapters for part III of title 28, United States Code, is amended by adding at the end the following new item:

80. Contingent Fees of Attorneys 1051"

Redesignate succeeding sections accordingly.

It was decided in the Yeas 71
negative Nays 347

38.18 [Roll No. 203]
AYES—71

Allard Collins (GA) Horn
Armey Combust Inglis
Baker (CA) Cox Jacobs
Ballenger Creameans Kelly
Barton Cubin Kolbe
Bereuter DeLay Lewis (KY)
Bilbray Dornan Lightfoot
Boehner Dunn Martine
Bonilla Flanagan McHugh
Bono Gunderson McInnis
Brownback Gutknecht McIntosh
Bryant (TN) Hancock Metcalf
Burr Hayworth Mica
Christensen Hefley Myrick
Chrysler Herger Norwood
Coburn Hoke Parker