

State	Statute/Rule (if applicable)	Does state allow third party litigation funding?	Is disclosure of third party litigation funding required?	Other Relevant Case Law/Rules
Alabama	Statute prohibiting gambling. Ala. Code § 8-1-150(a) (“All contracts founded in whole or in part on a gambling consideration are void.”).	No <i>Wilson v. Harris</i> , 688 So. 2d 265, 270 (Ala. Civ. App. 1996) (voiding a litigation loan, which granted a third of the recovery to the lender, as against public policy “because it [wa]s supported by a gambling consideration and its speculative characteristics ma[d]e it closely akin to champerty.”).	N/A	
Alaska	N/A	Unclear, but appears limited to cases not involving personal injury. Rule against champerty or non-assignability of claims in Alaska appears limited to personal injury cases. See <i>Deal v. Kearney</i> , 851 P.2d 1353, 1356 (Alaska 1993) (“[W]e agree with Kearney that, regardless of whether the assigned claims are thought of as originating in tort or contract, the ‘injury’ involved is not a ‘personal injury’ subject to the general rule on non-assignability. We hold that the assignment . . . [of] claims for indemnity, contribution, and subrogation, does not violate the public policy of this state against champerty and maintenance.”).	Unclear	
Arizona	N/A	Probably; champerty not recognized <i>Landi v. Arkules</i> , 172 Ariz. 126, 132, 835 P.2d 458, 464 (Ct. App. 1992) (“[W]e agree with the defendants that champerty is not recognized in Arizona. . . .”); <i>Strahan v. Haynes</i> , 33 Ariz. 128, 134 (1928) (“There may be a very few states in which [champerty and maintenance are] still in force, but we think Arizona is not one of them.”).	Unclear	Arizona Rule of Professional Responsibility 5.4 was repealed in August 2020, effective January 2021. Rule 5.4 prohibited nonlawyers from having an ownership interest in a law firm. With the Rule repealed, certain variations of third party litigation funding – i.e., funding a portfolio of law firm cases – appear easier to achieve in Arizona.
Arkansas	N/A	Probably The Arkansas Supreme Court struck down as unconstitutional a law criminalizing champerty. See <i>Bennett v. Nat’l Ass’n for Advancement of Colored People</i> , 236 Ark. 750, 755, 370 S.W.2d 79, 82 (1963)	Unclear	
California	N/A	Yes <i>Travis v. Brand</i> , 62 Cal. App. 5th 240, 262, 276 Cal. Rptr. 3d 535, 550 (2021) (“California has no public policy against funding of litigation by outsiders.”); <i>Abbott Ford, Inc. v. Superior Ct.</i> , 43 Cal. 3d 858, 885 n.26 (1987) (“California, however, has never adopted the common law doctrines of champerty and maintenance.”); California Ethics Formal Opinion No. 2020-204 (finding litigation financing permissible where certain ethical constraints are followed).	Mixed The Central District of California (L.R. 7.1-1) and the Northern District of California (L.R. 3-15) have local rules requiring disclosure of the existence of litigation funding agreements and the interested parties. <i>But see MLC Intell. Prop., LLC v. Micron Tech., Inc.</i> , No. 14-CV-03657-SI,	

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			2019 WL 118595, at *1-2 (N.D. Cal. Jan. 7, 2019) (denying discovery on litigation funding agreement notwithstanding the local rule in the N.D. California).	
Colorado	N/A	Yes; the Colorado Supreme Court held that litigation funding agreements are properly characterized as “loans” and subject to applicable regulations. <i>See Oasis Legal Fin. Grp., LLC v. Coffman</i> , 361 P.3d 400, 410 (Colo. 2015) (“We hold that litigation finance companies that agree to advance money to tort plaintiffs in exchange for future litigation proceeds are making ‘loans’ subject to Colorado’s UCCC. . . . These transactions create a debt, or an obligation to repay, that grows with the passage of time.”).	Unclear	
Connecticut	N/A	Unclear No cases on-point analyzing litigation funding; although champerty has never been recognized in Connecticut, any transaction may still be voided on general public policy grounds. <i>See In re Complete Retreats, LLC</i> , No. 06-50245, 2011 WL 1434579, at *2 (Bankr. D. Conn. Apr. 14, 2011) (“[T]he common law doctrines of champerty and maintenance as applied to civil actions have never been adopted in this state, and the only test is whether a particular transaction is against public policy.”) (citing <i>Rice v. Farrell</i> , 129 Conn. 362, 365, 28 A.2d 7, 8 (Conn. 1942)). Importantly, “the rule set forth in <i>Rice</i> is essentially that ‘as long as a party who is financing the litigation has any interest great or small, certain or uncertain, in the subject matter of the suit of another which was not acquired as the result of an agreement to aid in the maintenance of the suit, it is not against public policy for him to render such aid.’” <i>Absolute Plumbing & Heating, LLC v. Edelman</i> , 146 Conn. App. 383, 402-03 (2013).	No <i>Hybrid Athletics, LLC v. Hylete, LLC</i> , No. 3:17-CV-1767 (VAB), 2019 WL 4127377, at *13 (D. Conn. Aug. 30, 2019) (“Accordingly, the Court fails to see what meaningful purpose litigation financing or fee related discovery would reveal at this time that would be relevant or proportional to the claims in this case.”).	
Delaware	N/A	Yes <i>Charge Injection Techs., Inc. v. E.I. Dupont De Nemours & Co.</i> , No. CV N07C-12-134-JRJ, 2016 WL 937400, at *5 (Del. Super. Ct. Mar. 9, 2016) (finding litigation funding agreement did not violate champerty or maintenance)	No <i>United Access Techs., LLC v. AT&T Corp.</i> , No. CV 11-338-LPS, 2020 WL 3128269, at *1 (D. Del. June 12, 2020) (“Discoverability of litigation funding materials under Federal Rule of Civil	

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			Procedure 26 is a contested issue on which there is no binding precedent in the Third Circuit. . . . the Court has concluded that AT&T has failed to meet the threshold requirement to show that the litigation funding-related discovery it seeks here is relevant.”)	
Florida	N/A	Yes; it is not prohibited. <i>Fausone v. U.S. Claims, Inc.</i> , 915 So. 2d 626, 630 (Fla. Dist. Ct. App. 2005) (upholding litigation financing agreement but cautioning the Florida Bar to more closely regulate it). <i>Abu-Ghazaleh v. Chaul</i> , 36 So. 3d 691, 694 (Fla. Dist. Ct. App. 2009) (third party funder’s participation in lawsuit was enough to make them party to the suit).	HB 41, the Litigation Financing Consumer Protection Act: Proposed in 2021 to require disclosure. <i>In re Zantac (Ranitidine) Prod. Liab. Litig.</i> , No. 20-MD-2924, 2020 WL 1669444, at *6 (S.D. Fla. Apr. 3, 2020) (court required disclosure of litigation funding in MDL); <i>but see In re Int’l Oil Trading Co., LLC</i> , 548 B.R. 825, 833 (Bankr. S.D. Fla. 2016) (aspects of litigation funding agreement protected by attorney-client privilege).	<i>Valley Nat’l Bank v. Warren as Tr. for Westport Holdings Tampa, Ltd. P’ship</i> , 535 F. Supp. 3d 1235, 1242 (M.D. Fla. 2021) (litigating against third party litigation funder was not a harm under Article III standing).
Georgia	N/A	Yes; it is not prohibited. <i>Ruth v. Cherokee Funding, LLC</i> , 820 S.E.2d 704 (Ga. 2018) (holding Industrial Loan Act and Payday Lending Act do not apply to litigation financing agreements). The 11th Circuit recently followed the <i>Ruth</i> holding, noting that “this type of agreement in which the repayment obligation is limited and contingent is not a loan for purposes of the PLA or ILA.”	There is no explicit rule on disclosure, but local rules in the Northern District and Southern District of Georgia require disclosure of any organization or person with a financial interest which could be affected by the outcome of a case. There is some question as to whether these rules require disclosure of third-party litigation funders. Recently, Georgia state courts have determined that Third Party Litigation Funding Agreements are discoverable. On August 7, 2020, the State Court of Cobb County determined that litigation funding “is discoverable as to the issues of bias on the part of the medical providers and as to the reasonable value of service.” <i>Patricia Cardona v.</i>	In <i>In re Rowan</i> , the Georgia Supreme Court disbarred an attorney for several acts of misconduct, one of which was failing to pay or communicate with a third party with whom he had a funding agreement with regarding the outcome of the litigation. The third party filed a grievance claiming that the lawyer violated Georgia Rules of Professional Conduct 1.2, 1.3, 1.4, 1.15, 3.2, 8.4, and 9.3.

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			<p><i>Barry Rene McGowan, et al.</i>, No 19A-1907-6. On October 7, 2020, the Athens-Clark County State Court determined that litigation funding was relevant “for (1) exploring the bias of potential medical provider witnesses, (2) investigating the possibility of impeachment, and (3) exploring the reasonableness of the medical bills of services provided by the healthcare providers.”</p> <p><i>James Summerford v. Spectrum Southeast LLC et al.</i>, No. ST-19-CV-0256.</p>	
Hawaii	<p>Case declining to void a contract because of champerty.</p> <p><i>Van Gieson v. Magoon</i>, 20 Haw. 146, 148-49 (1910) (“[t]he conditions of society under which the law of maintenance and champerty originated no longer exist.”)</p>	<p>Unclear, the Hawaii Supreme Court has held that champerty and maintenance do not prevent the assignment of claims alleging injury to property and that champerty may not automatically void a contract; however, the permissibility of third-party litigation funding has not been addressed specifically.</p> <p><i>TMJ Hawaii, Inc. v. Nippon Trust Bank</i>, 153 P.3d 444, 450 (Haw. 2007) (“[C]ommon law doctrines of champerty and maintenance are not impediments to the assignability of the [non-personal] claims at issue.”).</p>	Unclear	
Idaho	<p>Statute prohibiting attorneys, public officers, or licensed collectors from engaging in third party litigation funding.</p> <p>Idaho Rev. Stat. §18-1003 (“Every attorney, public officer, or licensed collector, who, either directly or indirectly, buys or is interested in buying any evidence of debt or think action, with intent to bring suit thereon, is guilty of a misdemeanor.”)</p>	<p>Yes, sometimes. Idaho does not recognize champerty and maintenance; challenges to champertous agreements evaluated under abuse of process or malicious prosecution.</p> <p><i>See Wolford v. Tankersley</i>, 695 P.2d 1201, 1222 (Idaho 1984) (J. Bistline, dissenting) (“While Idaho law does not recognize champerty and maintenance, Idaho law is in accord with the many states which continue to recognize that the goals of champerty and maintenance provisions are still around and well, both defensively and offensively, in the form of actions or defenses based on abuse of process or malicious prosecution of civil actions”). <i>Id.</i> (using “champerty” to mean a tort action available to the defendant in the funded suit against the parties of the agreement).</p> <p>The Idaho Supreme Court held that the common-law rule of champerty and maintenance was not contemplated by lawmakers of the state.</p>	Unclear	<p>Idaho Rev. Stat. § 3-205 (“The measure and mode of compensation of attorneys and counselors at law is left to the agreement, express or implied, of the parties, which is not restrained by law.”) However, <i>Merchants’ Protective Ass’n v. Jacobsen</i> restricts the statute by allowing court oversight of contracts. <i>Merchants’ Protective Ass’n</i>, 127 P. 318 (“Where a contract, if given full force and effect by the court, would have the effect of stirring up strife and provoking unfounded and unjust litigation, the courts will, as they always have, interpose their authority to protect the community, and the litigants as well, by refusing relief on any such contracts.”)</p> <p>Idaho Rules of Professional Conduct, effective July 1, 2014, prohibits lawyers from taking a proprietary interest in a cause of action, except to: (1) acquire a lien authorized by law to secure the lawyer’s fee or expenses; and (2) contract with a client for a reasonable contingent fee in a civil case.</p>

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		<i>Merchants' Protective Ass'n v. Jacobsen</i> , 127 P. 315, 318 (Idaho 1912) (holding that champerty and maintenance were not recognized in Idaho and finding Idaho Rev. Stat. §§ 4900 and 6524 applicable).		
Illinois	<p>Legislation regulating third-party litigation funders has been proposed but not enacted. The proposed legislation included requirements for funding contracts and a registration and regulatory scheme for funding companies.</p> <p>HB2301, 98th Gen. Assemb. (Ill. 2013)</p>	<p>Yes</p> <p>See <i>Miller UK Ltd. v. Caterpillar, Inc.</i>, 17 F. Supp.3d 711, 726 (N.D. Ill. 2014) ("Caterpillar cannot explain how, given Illinois's exacting and rigorous standards for champerty and maintenance, the statute has been violated [by third-party litigation funding agreement].").</p>	<p>No</p> <p><i>Art Akiane LLC. v. Art & Soulworks LLC</i>, No. 19 C 2952, 2020 WL 5593242, at *2 (N.D. Ill. Sept. 18, 2020) (denying motion to compel production of funding documents because basis for discovery of documents "would obtain in every case and make all funding information discoverable. . . . But third party funding information is not automatically discoverable as courts across the country have held."). See also <i>Beam v. Watco Cos., L.L.C.</i>, Cause No. 3:18-CV-02018-SMY-GCS, 2021 WL 3054971 (S.D. Ill. Jan. 20, 2021) (denying motion to compel production of litigation loan documents on grounds that documents were irrelevant).</p>	<i>Prospect Funding Holdings, LLC v. Saulter</i> , 102 N.E.3d 741, 750 (Ill. App. 2018) (referring attorney for disciplinary proceedings based on alleged violation of rules of professional arising out of handling of disputed funds between client and third-party funder).
Indiana	<p>Statute permitting civil proceeding advance payment transactions (CPAP).</p> <p>Ind. Code § 24-12</p> <p>(1) "Civil proceeding advance payment transaction", or "CPAP transaction", means a nonrecourse transaction in which a CPAP provider provides a funded amount to a consumer claimant to use for any purpose other than prosecuting the consumer claimant's civil proceeding, if the repayment of the funded amount is:</p> <p>(a) required only if the consumer claimant prevails in the civil proceeding; and</p>	<p>Yes, but does not apply to <i>directly</i> financing attorney fees or litigation expenses. It can apply to things like funding the consumer's living expenses or medical expenses while waiting for a judgment. A CPAP transaction is not a loan.</p>	<p>CPAP providers are required to be licensed and must file a composite report not more frequently than annually. Ind. Code §§ 24-12-9-1 through 24-12-9-11.</p>	See generally Ind. Code § 24-12.

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	(b) sourced from the proceeds of the civil proceeding, whether the proceeds result from a judgment, a settlement, or some other resolution. Ind. Code § 24-12-1-0.5			
Iowa	Case permitting champerty. <i>Wright v. Meek</i> , 3 Greene 472, (Iowa 1852). (“We have no statute in this state against champerty and maintenance . . . ; neither do we see any necessity for adopting the English law on this subject. The state of society which produced them, and the evils which they were intended to remedy do not exist here. To transfer the right of action, or to maintain the suit of another without having any direct or contingent interest in it, will not necessarily produce mischief or oppression in this country. It may, on the other hand, in particular cases, have a tendency to secure rights and promote the ends of justice.”)	Yes <i>Wright v. Meek</i> , 3 Greene 472, (Iowa 1852)	Unclear	Champerty is not permitted if it involves fraud on the rights of others or is against public policy. See <i>Cochran v. Zachery</i> , 115 N.W. 486 (Iowa 1908).
Kansas	Third party litigation funding permitted on case-by-case basis. Third Party Litigation Financing Consumer Protection Act introduced on February 10, 2022 via HB 2694.	It depends. See <i>Boettcher v. Criscione</i> , 299 P.2d 806, 811 (Kan. 1956), opinion modified and reh’g on other grounds, (“Common barratry and champerty have been . . . generally defined as that of frequently exciting and stirring up quarrels either at law or otherwise. Whether champerty and barratry is in violation of public policy cannot be determined by any one rule or statement; it turns largely on the facts and circumstances of each case”).	No, but in 2021, the Kansas Senate Judiciary Committee proposed legislation requiring mandatory disclosure of third party litigation funding agreements via SB 152.	Third party litigation funding permitted on case-by-case basis. Third Party Litigation Financing Consumer Protection Act introduced on February 10, 2022 via HB 2694.
Kentucky	Statute prohibiting champerty Ky. Rev. Stat. § 372.060 (“Any contract, agreement or conveyance made in consideration of services to be rendered in the prosecution or defense, or aiding in the prosecution or defense, in or	No <i>Boling v. Prospect Funding Holdings, LLC</i> , 771 F. App’x 562, 582 (6th Cir. 2019) (voiding litigation funding agreements under Kentucky law where the “[a]greements violate[d] Ky. Rev. Stat. § 372.060, and [were] inconsistent with Kentucky’s public policy”).	N/A	

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	out of court, of any suit, by any person not a party on record in the suit, whereby the thing sued for or in controversy or any part thereof, is to be taken, paid or received for such services or assistance, is void.”).			
Louisiana	Case allowing third party litigation funding <i>only</i> because party funding litigation also would benefit from the litigation via a separate contract with plaintiff. <i>Balboa Ins. Co. v. Algernon Blair, Inc.</i> , 795 F.2d 404, 405 (5th Cir. 1986).	Yes, sometimes <i>Balboa Ins. Co. v. Algernon Blair, Inc.</i> , 795 F.2d 404, 405 (5th Cir. 1986) (reversing dismissal of case by trial court due to champerty because the financier stood to recover outside of the litigation funding arrangement if plaintiff in the lawsuit recovered)	Unclear	<i>Thomas v. Chambers</i> , 2019 WL 937848 (E.D. La. Feb. 26, 2019) (finding a financial arrangement between plaintiffs’ healthcare providers and a third-party litigation funding company was admissible for the purpose of impeaching credibility of plaintiff’s physicians)
Maine	Statute outlining requirements for legal funding contracts. ME. REV. STAT. ANN. tit. 9-A, § 12-104	Yes ME. REV. STAT. ANN. tit. 9-A, § 12-104 outlines the provisions governing legal funding contracts used by a litigation funding provider, including signature, verbiage, and cancellation requirements.	Yes Pursuant to ME. REV. STAT. ANN. tit. 9-A, § 12-106, litigation funding providers are required to register with state authorities.	See <i>generally</i> ME. REV. STAT. ANN. tit. 9-A, §§ 12-101-107.
Maryland	Criminal statute prohibiting barratry MD BUS OCCUP & PROF § 10-604(b)(1) (“Without an existing relationship or interest in an issue: (1) a person may not, for personal gain, solicit another person to sue or to retain a lawyer to represent the other person in a lawsuit.”). Unlikely this statute will impact traditional litigation funding. See <i>Son v. Margolius, Mallios, Davis, Rider & Tomar et al.</i> , 709 A.2d 112, 121 (Md. 1998) (identifying key elements of statutory offense of barratry as “officious meddling” and “personal gain,” both of which must be satisfied, and finding that merely holding oneself out to assist those “who had already determined that they needed or wanted a lawyer” did not	Yes; state regulators have determined that litigation funding agreements are loans, subject to usury laws, licensure and disclosure requirements, and other regulations applicable to consumer loans (see e.g., In re: Plaintiff Funding Holding Inc. , No. CFR-FY2014-0052 (Md. Comm’r of Fin. Reg. July 18, 2016)).	Unclear (in state court) Yes (in D. Md.) Md. L. R. 103.3(b) (requiring counsel to disclose identity of any entity which may have a financial interest in the outcome of the litigation, and the nature of that financial interest).	Ethics Docket No. 1994-45 (after due consideration to the best interests of the client, a lawyer could refer a client to a litigation funding company). Ethics Docket No. 1992-25 (requiring lawyer to warn client about potential loss of attorney-client privilege when making disclosures to financing companies and relationship of loan to fee agreement with lawyer). Ethics Docket No. 2000-45 (advising that a third party funding litigation agreement cannot impinge a client’s right to terminate his or her counsel).

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	meet definition of officious meddling and, therefore, was not prohibited by statute barring barratry, even if such services were rendered for a fee).			
Massachusetts	N/A	<p>Yes; Massachusetts has abandoned the champerty doctrine. See <i>Saladini v. Righellis</i>, 687 N.E.2d 1224, 1226 (Mass. 1997) (“We have long abandoned the view that litigation is suspect, and have recognized that agreements to purchase an interest in an action may actually foster resolution of a dispute”).</p> <p>Financing arrangements must be “fair and reasonable, looking to all of the circumstances at the time the arrangement is made to determine whether the agreement should be set aside or modified.” <i>Id.</i> at 1227.</p>	<p>Unclear whether affirmative disclosure required.</p> <p>Funding agreements are discoverable. See <i>Conlon v. Rosa</i>, Nos. 295907, 295932, 2004 WL 1627337 at *2 (Mass. Land Court, Jul 21, 2004) (“hidden funding can introduce a dynamic into a plaintiff’s case-an agenda unrelated to its merits, a resistance to compromise-that otherwise might not be present and, unless known, cannot be managed or evaluated).</p>	<p>Mass. R. Prof. C. 1.8(f) (a lawyer shall not accept compensation from anyone other than the client unless (1) the client gives informed consent; (2) there is no interference with the lawyer’s independence or professional judgment or with the client-lawyer relationship; and (3) confidential information is protected).</p> <p><i>O’Malley v. Hamadi Al Tamimi</i>, No. 15–P–961, 2016 WL 3902831 at *4 (Mass. App. Ct. Jul. 19, 2016) (affirming judgment against defendant who engaged in extortionate behavior by refusing to pay third party litigation funding consultant’s fees); <i>Sobolewski v. Kaltsas</i>, No. 04–P–1038, 2005 WL 1618225 at *2 (Mass. App. Ct. Jul. 11, 2005) (affirming litigation funder’s recovery under unjust enrichment theory).</p>
Michigan	<p>Michigan Ethics Opinion RI-336</p> <p>Michigan rejects the doctrine of the common-law defense of champerty; courts have held that litigation finance agreements are not regulated by usury laws as long as there is some risk at the time of the agreement that the funder will not be repaid.</p>	<p>Yes; if the obligation to repay is absolute, then usury laws apply.</p> <p>The caselaw addresses whether the terms of litigation financing agreements can be voided under the state’s usury laws. As long as the agreement to repay is truly contingent upon obtaining a judgment, usury laws do not apply. See <i>MoneyForLawsuits VLP v. Rowe</i>, 2012 WL 1068760, at *5 (E.D. Mich. 2012) (holding that agreement to invest money in plaintiffs’ prosecution of class-action lawsuit was not subject to usury laws because funder did not make a “loan,” reasoning that funder did not have absolute right to repayment because it was not entitled to any payment if plaintiffs did not recover).</p> <p>See <i>Lawsuit Financial, L.L.C. v. Curry</i>, 683 N.W.2d 233, 240, 261 Mich.App. 579, 591 (Mich. App. 2004). The plaintiff loaned defendant \$177,500 and shortly thereafter demanded payment of \$877,500. The court noted that at the time the plaintiff advanced defendant the funds, the plaintiff had an absolute right to repayment. As a result, the court concluded that the transaction at issue were loans rather than “contingent advances,” triggering Michigan’s usury laws.</p>	<p>Required disclosure to client. (Michigan Rules of Professional Conduct, RI-336)</p>	<p>Michigan Rules of Professional Conduct do not preclude a lawyer from financing litigation costs through a loan from a third-party lending institution.</p>

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Minnesota	N/A	Yes <i>Maslowski v. Prospect Funding Partners LLC</i> , 944 N.W.2d 235, 241 (Minn. 2020) (overruling precedent to abolish Minnesota's common-law prohibition against champerty).	No <i>Maslowski</i> , 944 N.W.2d at 241 (courts may scrutinize agreements, and legislature may further regulate it).	<i>Maslowski</i> , 944 N.W.2d at 241 (observing that litigation financing agreements may be scrutinized to determine whether equity allows their enforcement on grounds of unconscionability or improper intermeddling).
Mississippi	Statute prohibiting champerty: Miss. Code Ann. § 97-9-11	No. Miss. Code Ann. § 97-9-11	N/A	Miss. Code Ann. § 97-9-13
Missouri	N/A	No. <i>Macke Laundry Serv. Ltd. v. Jetz Serv.</i> , 931 S.W.2d 166 (Mo. App. W.D. 1996); see Missouri Bar Informal Opinions 20050062, 20030022, 20000229 (attorney cannot be involved in such champertous agreements).	N/A	<i>Schnabel v. Taft Broadcasting Company, Inc.</i> , 525 S.W.2d 819, 825 (Mo. App. W.D. 1975) Mo. Rev. Stat. § 408.060 (usury) (Proposed legislation includes, e.g., HB 2771, Consumer Litigation Funding Model Act)
Montana	Statute prohibiting attorneys from involvement in litigation funding: Mont. Code Ann. § 37-61-408	No. See <i>Lussy v. Bennett</i> , 214 Mont. 301, 307 (1984) (citing Mont. Code Ann. § 37-61-408).	N/A	<i>Am. Zurich Ins. Co. v. Montana Thirteenth Judicial Dist. Court</i> , 280 P.3d 240, 306-07 (Mont. 2012) (when there is voluntary disclosure to a third party of privileged communications, the attorney-client privilege will be waived).
Nebraska	Nonrecourse Civil Litigation Act – Neb. Rev. St. §§ 25-3301–3309	Yes. Neb. Rev. St. §§ 25-3301–3309	Unclear, but Section 25-3306 provides: “No communication between the attorney and the civil litigation funding company as it pertains to the nonrecourse civil litigation funding contract shall limit, waive, or abrogate the scope or nature of any statutory or common-law privilege, including the work-product doctrine and the attorney-client privilege.”	
Nevada	Statutory scheme giving the Financial Institutions Division the authority to license and regulate consumer litigation funding: Nev. Rev. Stat. § 604C.	Yes. Nev. Rev. Stat. § 604C.	Federal, yes per local rule: Nev. L. R. 7.1-1 (“Unless the court orders otherwise, in all cases except habeas corpus cases, pro se parties and attorneys for private non-governmental parties must identify in the disclosure statement all persons, associations of persons, firms, partnerships or corporations (including parent corporations) that have a direct, pecuniary interest in the outcome of the case.”)	

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			<i>But see V5 Techs., LLC v. Switch, LTD.</i> , No. 2:17-CV-2349-KJD-NJK, 2020 WL 1042515 (D. Nev. Mar. 3, 2020) (litigation funding discovery not permitted)	
New Hampshire	N/A	Yes. <i>Adkin Plumbing & Heating Supply Co. v. Harwell</i> , 135 N.H. 465, 466, (1992); <i>Markarian v. Bartis</i> , 89 N.H. 370, 372 (1938).	Unclear.	
New Jersey	Statute requiring disclosure for third-party litigation funding. NJ R USDCT L.Civ.R 7.1.1.	Yes <i>Grow Co. v. Chokshi</i> , No. BER-C-280-05, 2006 WL 3783519, at *3 (N.J. Super. Ct. Ch. Div. Dec. 22, 2006) (“When it is established a prevailing party is entitled to counsel fees by contract, courts have examined whether the financing of such litigation by a third party precludes counsel fees and have answered in the negative.”).	Yes NJ R USDCT L.Civ.R 7.1.1 (outlining the rules for disclosure of third party litigation funding within 30 days of filing an initial pleading).	<i>Cohen as Tr. of Robert B. Cohen Living Tr. v. Perelman</i> , No. A-3275-14T4, 2018 WL 6034978, at *19 (N.J. Super. Ct. App. Div. Nov. 19, 2018) (observing third party litigation funding is fine so long as it does not run contrary to the public interest). <i>Sitar Co. v. 222 Realty, Inc.</i> , 2005 WL 3211 307 (App. Div. 2005), <i>cert. den.</i> , 186 N.J. 257 (2006) (“Where a prevailing party is entitled to counsel fees by statute or contract, courts have awarded fees against the losing side regardless of the manner in which the litigation was financed.”).
New Mexico	N/A	Yes, with limits. Third party litigation funding is only appropriate where the third party has an interest in the suit. <i>Rienhardt v. Kelly</i> , 1996-NMCA-050, ¶ 18, 121 N.M. 694, 698 (“where a person has an interest in a suit . . . he may rightfully assist in the prosecution of such suit, either by furnishing counsel or contributing to the expenses”) (citation and quotation marks omitted; emphasis added). <i>Gurule v. Duran</i> , 1915-NMSC-043, ¶ 10, 20 N.M. 348 (abolishing doctrine of champerty).	Unclear.	
New York	N/A	Yes <i>Cash4Cases, Inc. v. Brunetti</i> , 167 A.D.3d 448 (2018) (loan contingent upon winning lawsuit was not unconscionable despite high interest rate); <i>Heer v. North Moore Street Developers, L.L.C.</i> , 140 A.D.3d 675 (1st Dep’t 2016) (“litigation loans obtained by law firms and secured by their accounts receivable are permitted”); <i>Hamilton Capital VII LLC I v Khorrami LLP</i> , 48 Misc 3d (1223(A), 9 (NY Sup. Ct. 2015) (lenders may have a security interest in an attorney’s contract rights); <i>Lawsuit Funding, LLC v. Lessoff</i> , No. 650757/2012,	No <i>Kaplan v. S.A.C. Cap. Advisors, L.P.</i> , No. 12-CV-9350 VM KNF, 2015 WL 5730101, at *5 (S.D.N.Y. Sept. 10, 2015) (defendants not entitled to litigation funding information). <i>But see</i> New York Senate Bill S4555 (pending bill in committee related to consumer litigation funding and disclosure).	<i>In re Iffaimoff</i> , 128 A.D.3d 164, 167 (2015), <i>reinstatement granted</i> , 138 A.D.3d 849 (2016) (recognizing practice of third party litigation funding); <i>In re Cousins</i> , 80 A.D.3d 99, 100, 909 (2010) (same). New York Ethics Opinion 1145 (neither a lawyer nor his/her firm may represent a client in litigation funded by a litigation financing company in which the lawyer is an investor).

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		2013 WL 6409971, at *6 (N.Y. Sup. Ct. Dec. 04, 2013) (same).		
North Carolina	N/A	Yes <i>Odell v. Legal Bucks, LLC</i> , 192 N.C. App. 298, 309 (2008) (third party litigation funding is appropriate so long as lender does not intermeddle to the point of being champertous).	Unclear (no statute or case stating one way or the other—presumably no disclosure required)	<i>Charlotte-Mecklenburg Hosp. Auth. v. First of Georgia Ins. Co.</i> , 340 N.C. 88 (1995) (the assignment of proceeds is allowed, whereas the assignment of a claim is not).
North Dakota	Rule of Professional Conduct allowing funding litigation funding: N.D. R. of Prof. Conduct 1.8(e)(3)	Yes. N.D. R. of Prof. Conduct 1.8(e)(3) (“A lawyer shall not provide financial assistance to a client in connection with pending or contemplated litigation, except that . . . a lawyer may guarantee a loan reasonably needed to enable the client to withstand delay in litigation that would otherwise put substantial pressure on the client to settle a case because of financial hardship rather than on the merits, provided that the client remains ultimately liable for repayment of the loan without regard to the outcome of the litigation and, further provided that no promise of financial assistance was made to the client by the lawyer, or by another in the lawyer’s behalf, prior to the employment of that lawyer by the client.”) Case refusing to adopt a broad view of champerty: <i>Interstate Collection Agency v. Kuntz</i> , 181 N.W.2d 234, 242 (N.D. 1970) (champerty requires “the malicious or officious intermeddling in a suit in which the intermeddler has no interest” and stating that the “original reasons for the protest against champertous contracts no longer exist”)	Unclear	
Ohio	Statute outlining requirements for third party litigation funding. Ohio Rev. Code Ann. § 1349.55	Yes Ohio Rev. Code Ann. § 1349.55 outlines the requirements for when a client enters into a non-recourse civil litigation contract. This seemingly overturns <i>Rancman v. Interim Settlement Funding Corp.</i> , 2003-Ohio-2721, ¶ 19, 99 Ohio St. 3d 121, 125, which voided contracts that make repayment of funds advanced to a party to a pending case contingent upon the case’s outcome. But I found no authority explicitly stating <i>Rancman</i> is overturned.	Yes Ohio Rev. Code Ann. § 1349.55 (third party litigation funding requirements must be disclosed). <i>In re; National Prescription Opiate Litigation</i> , Order Regarding Third Party Contingent Litigation Financing, 1:17-MD-2804, N.D. Ohio (May 17, 2018) (requiring disclosure of all third party litigation financing).	The Supreme Court of Ohio Board of Commissioners On Grievances and Discipline, 2021 WL 2182140, at *4 (nonbinding advisory opinion stating that a law firm is permitted to obtain third party litigation funding and deduct the cost of the loan from the client’s settlement). <i>Lillibridge v. Tarmen</i> , 2009-Ohio-2216, ¶ 62 (loan was permissible because payment was not contingent on recovery).
Oklahoma	Statute outlining consumer litigation funding. OKLA. STAT. tit. 14A §§ 3-801 -817.	Yes, pursuant to OKLA. STAT. tit 14A §§ 3-801 -817. Section 3-801(5) does not consider the following individuals to be “consumer litigation funders”:	Sometimes. The United States District Courts for the Eastern and	

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	<p>Pursuant to OKLA. STAT. tit. 14A § 3-801(4), a consumer is defined as “an individual who has a pending legal claim and who: (a) resides in [Oklahoma], or (b) has a legal claim in [Oklahoma].</p> <p>Pursuant to § 3-801(10) “legal claims[s]” include: (a) civil actions, (b) alternative dispute resolution proceedings, or (c) administrative proceedings before an Oklahoma agency, except for workers’ compensation claims, which are not assignable.”</p>	<p>“(1) An immediate family member of the consumer; (2) An accountant who provides accounting services to the consumer; or (3) An attorney who, at the time money is provided on or on behalf of a consumer under a consumer litigation funding agreement, has an attorney-client relationship with the consumer concerning the consumer’s legal claim.”</p>	<p>Northern Districts of Oklahoma require disclosure of publicly held entities that have financial interest in matters, but there is no such requirement for privately held entities.</p>	
Oregon	<p>Case permitting champerty.</p> <p><i>Brown v. Bigne</i>, 28 P. 11, 13 (Or. 1891) (A fair bona fide agreement by a layman to supply funds to carry on a pending suit in consideration of having a share of the property in controversy, if recovered, is not per se void, either on the grounds of champerty, as now understood, or of public policy; but courts will carefully scrutinize such contracts, and if they be found to be unconscionable or made in bad faith, they will not be enforced.)</p>	<p>Yes</p> <p><i>Brown v. Bigne</i>, 28 P. 11, 13 (Or. 1891)</p>	<p>Unclear</p>	<p><i>Brown v. Bigne</i>, 28 P. 11, 13 (Or. 1891) (“when such contracts are made for the purpose of stirring up strife and . . . inducing suits to be begun which otherwise would not . . . they come within . . . that doctrine, and should not be enforced.”)</p>
Pennsylvania	<p>N/A</p>	<p>No.</p> <p><i>WFIC, LLC v. Barre</i>, 148 A.3d 812, 818 (Pa. Super. Ct. 2016) (“An agreement by a stranger to defray the expenses of a suit in which he has no interest or to give substantial support and aid thereto in consideration of a share of the recover or the proceeds thereof is condemned by the courts as champertous[.]”); <i>Clark v Cambria Cty. Bd. of Assessment Appeals</i>, 747 A.2d 1242, 1245 (Pa. Commw. Ct. 2000) (defining champerty).</p>	<p>N/A</p>	<p><i>Structures, LLC v Seagate Technology (US) Holding, Inc.</i>, 16-CV-0538, 2018 WL 466045, at *5 (W.D. Pa. Jan. 18, 2018) (holding communications with a litigation funder are protected as work product, but not analyzing permissibility of litigation funding agreement).</p>
Rhode Island	<p>N/A</p>	<p>No.</p> <p><i>Toste Farm Corp. v. Hadbury, Inc.</i>, 798 A.2d 901, 906 (R.I. 2002) (recognizing champerty as</p>	<p>N/A</p>	<p><i>Martin v. Clarke</i>, 8 R.I. 389, 403 (1866) (“Whether we look, therefore, at the ancient common law, to the English statutes upon the subject, or to our own legislation, the</p>

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		prohibited and citing, e.g., <i>Kelley v. Blanchard</i> , 34 R.I. 57, 60–61, (1912)); <i>Progressive Gaming Int'l, Inc. v. Venturi</i> , 563 F. Supp. 2d 321, 325 (D.R.I. 2008).		conclusion must be the same, that champerty is an offence against the law. Being such, it must avoid every contract into which it enters.” <i>Com. Park Realty, LLC v. HR2-A Corp.</i> , 253 A.3d 1258, 1272 (R.I. 2021), as corrected (July 1, 2021) (usury recognized in Rhode Island), as corrected (July 6, 2021) (Proposed legislation includes, e.g., 2022 -- H 7932, Litigation Lending Agreements)
South Carolina	N/A	Yes. <i>Osprey, Inc. v. Cabana Ltd. P'ship</i> , 340 S.C. 367, 382–83 (2000) (clarifying that the “abolition of champerty as a defense does not mean that all such agreements are enforceable as written” and outlining factors for considering whether such agreements are “fair and reasonable under the circumstances”)	Unclear	S.C. Code Ann. § 16-17-10 (prohibiting barratry)
South Dakota	N/A	No; it is not allowed. <i>McKellips v. Mackintosh</i> , 475 N.W.2d 926, 929 (S.D. 1991) (holding that doctrines of champerty and maintenance apply in South Dakota, and agreement to fund litigation in exchange for a percentage of the award if successful was champertous).	N/A	
Tennessee	Tenn. Code Ann. § 47-16-106 (outlining requirements for litigation financing, including disclosure).	Yes; it is allowed but regulated. Tenn. Code Ann. § 47-16-106 (outlining requirements for litigation financing, including disclosure).	Unclear	
Texas	N/A	Yes; it is allowed, so long as it does not vest total control to a third party. <i>Anglo-Dutch Petroleum Int'l, Inc. v. Smith</i> , 193 S.W.3d 87, 93 (Tex. App.—Houston [1st Dist.] 2006, pet. Denied) (third party litigation funding is acceptable if it does not vest control over the litigation in uninterested third parties).	Proposed: S.B. 1567 Proposed: 86(R) HB 2096 Neither has passed yet, but Texas is seeking to regulate third party litigation financing.	
Utah	N/A	Yes; it is allowed. <i>Eagle Mountain City v. Parsons Kinghorn & Harris, P.C.</i> , 2017 UT 31, ¶ 26, 408 P.3d 322, 329 (holding that third party litigation funding is acceptable, and that “the primary concerns that motivated these ancient prohibitions [against champerty and maintenance] are no longer present in today's society, and to the extent they remain, they are adequately addressed by other legal mechanisms”).	H.B. 448 Litigation Funding Transparency Act. Pending bill from 2019 concerning disclosure of litigation funding.	

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Vermont	<p>Statutory section entitled “Consumer Litigation Funding Companies.”</p> <p>Vt. Stat. Ann. tit. 8, §§ 2251–2260 (2016) (outlining all rules and requirements for consumer litigation funding companies to operate in Vermont). Highlights of statutory section allowing third party litigation funding:</p> <p>“‘Consumer litigation funding’ or ‘funding’ means a nonrecourse transaction in which a company purchases and a consumer assigns to the company a contingent right to receive an amount of the potential net proceeds of a settlement or judgment obtained from the consumer’s legal claim.” Vt. Stat. Ann. tit. 8, § 2251(3).</p>	<p>Yes, statutory sections Vt. Stat. Ann. tit. 8, §§ 2251–2260 (2016) outline all requirements for a consumer to obtain third party funding during litigation, including contract requirements, definitions, etc. For example, “[a] company shall not engage in the business of consumer litigation funding without first filing a registration with the Commissioner on a form prescribed by the Commissioner and submitting a registration fee and proof of financial stability.” <i>Id.</i> § 2252(a).</p>	<p>Likely, no.</p> <p><i>Capitol Plaza 2 Lot Subdivision & Capitol Plaza Major Site Plan</i>, 2020 WL 7571182, at *3 (Vt. Super. Dec. 9, 2020) (finding that particulars surrounding alleged third party litigation funding agreements were not relevant to the parties’ claims or defenses and were therefore not discoverable.)</p> <p>Vt. Stat. Ann. tit. 8, § 2255 (2016) (statute explaining that communications between a consumer’s attorney and the litigation funding company are not discoverable).</p>	<p>Vt. Stat. Ann. tit. 8, § 2254 (2016) (listing various prohibited acts for litigation funding companies including: paying for court costs, referring a consumer to a specific attorney, and obtaining referral fees from any attorneys).</p>
Virginia	<p>Statute defining barratry and the application of barratry.</p> <p>Barratry “is the offense of stirring up litigation”— “instigating or attempting to instigate a person or persons to institute a suit at law or equity.”</p> <p>Va. Code Ann. §§ 18.2-451–18.2-455 (an individual or an entity who or which “stirs up litigation” is guilty of a Class 1 misdemeanor unless the barratry is justified).</p>	<p>Yes, but limited by barratry statute. Further, it is unclear to what extent it would be permitted under Va. R. Pro. Conduct 1.8(f).</p> <p><i>Lynch v. Bedford County Dep’t of Soc. Services</i>, No. 1437-18-3, 2019 WL 2426217, at *2 (Va. Ct. App. June 11, 2019) (citation and quotations omitted) (explaining that “a third party may fund [a] litigation” but there can be “no interference with the client lawyer relationship.”); <i>id.</i> at *3 (the purported client must have an actual attorney client relationship with their counsel and “retain[] primary control and authority over [counsel’s] actions during litigation.”).</p> <p><i>Kuchinsky v. Virginia State Bar, ex rel. Third Dist. Comm.</i>, 756 S.E.2d 475, 481 (Va. 2014) (quotations omitted) (“There is no common law doctrine which permits an attorney to knowingly acquire an ownership, possessory, security or other pecuniary interest adverse to a client in violation of Rule 1.8(a) simply because the client is indigent.”); Va. R. Pro. Conduct 1.8(j) (prohibiting a lawyer from acquiring a “proprietary interest” in the litigation except to “acquire a lien granted by law to secure the lawyer’s fee or expenses;” and “contract with a client for a reasonable</p>	<p>Possibly.</p> <p>Va. R. Pro. Conduct 1.8(f), cmt 11 (“Paragraph (f) requires disclosure of the fact that the lawyer’s services are being paid for by a third party.”). Notably, however, it is unclear whether or not this “require[d] disclosure” is limited to the client.</p>	<p>Va. R. Pro. Conduct 1.8(f)(2)</p> <p>“A lawyer shall not accept compensation for representing a client from one other than the client unless: there is no interference with the lawyer’s independence of professional judgment or with the client-lawyer relationship.”</p> <p>Va. Code Ann. § 18.2-451(f) (explaining that the barratry statute “shall not be applicable to attorneys who are parties to contingent fee contracts with their clients where the attorney does not protect the client from payment of the costs and expense of litigation[.]”).</p>

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		contingent fee in a civil case, unless prohibited by Rule 1.5. ”).		
Washington	N/A	Possibly. <i>Giambattista v. Nat’l Bank of Commerce of Seattle</i> , 586 P.2d 1180 (Wash. Ct. App. 1978) (noting that in modern law, the doctrine of champerty is only applied to prevent “officious intermeddling” in disputes between other parties). This case could potentially stand for the principle in Washington that, so long as a litigation funding company is not instigating a case and has its own independent interest in providing funding, third party litigation funding would be lawful. <i>Id.</i> at 1187–88.	Unclear. There is no authority.	
Washington, D.C.	District of Columbia Rules of Professional Conduct: Rule 5.4: Professional Independence of a Lawyer (prohibiting sharing legal fees with non-lawyers unless certain conditions are met, including the lawyer maintaining independent professional judgment). Rule 1.8(e): Legal Fees (prohibiting lawyers from accepting legal fees from third parties unless certain conditions are met, most importantly clients’ informed consent).	Yes, with some limitations from the Rules of Professional Conduct. Rule 5.4 (a)(5) (permitting sharing legal fees with nonprofits “whether awarded by a tribunal or received in settlement of a matter ... that employed, retained, or recommended employment of the lawyer in the matter and that qualifies under Section 501(c)(3) of the Internal Revenue Code.” Rule 5.4(c) (“A lawyer shall not permit a person who recommends, employs, or pays the lawyer to render legal services for another to direct or regulate the lawyer’s professional judgment in rendering such legal services.”). Rule 1.8(e) (requiring clients’ informed consent to third party funding agreements, no interference with lawyer’s professional judgment, and protection of clients’ confidential information consistent with Rule 1.6).	Lawyers required to disclose to their clients. 1.8(e) of DC Rules of Professional Conduct	
West Virginia	Article 6N of West Virginia Consumer Credit and Protection Act, W. Va. Code § 46A-6N-1 et seq. (2019), requires registration of litigation financiers and regulates the practice.	Yes, litigation financiers may provide funding to consumers (defined as natural persons in the State), subject to the statute’s restrictions.	Yes. W. Va. Code § 46A-6N-6 (2019) requires transparency of the funding agreement.	As to ethical considerations for attorneys with respect to third party litigation funding, see West Virginia Legal Ethics Opinion 2005-02, <i>Legal Funding Plans</i> (http://www.wvdc.org/pdf/lei/LEI%2005-02.pdf) and 2016-01, <i>Propriety of Attorneys Obtaining Loans from Third Party Lenders to Advance Litigation Costs and Whether Costs and Interest Associated with the Loan Can be Charged to the Client</i> (http://www.wvdc.org/pdf/Leo201601.pdf).
Wisconsin	Statute requiring disclosure for third party litigation funding.	Yes	Yes Wis. Stat. Ann. § 804.01(2)(bg) (requiring the disclosure of	

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	Wis. Stat. Ann. § 804.01(2)(bg)	Wis. Stat. Ann. § 804.01(2)(bg) (sanctioning third party litigation funding by nature of requiring disclosure).	any third party financial litigation agreement).	
Wyoming	Wyo. R. Pro. Conduct 1.8(f) (permitting third party funding only where "there is no interference with the lawyer's independence of professional judgment or with the client-lawyer relationship"); <i>see also id.</i> Rule 1.8(e), (i) (contingency fees).	<p>Yes, but unclear to what extent it would be permitted under Wyo. R. Pro. Conduct 1.8(f).</p> <p>Case prohibiting champertous contracts between attorney and client</p> <p><i>Morfeld v. Andrews</i>, 579 P.2d 426, 429 (Wyo. 1978) (an attorney cannot recover on a champertous contingency fee agreement but may recover fees based on quantum meruit); <i>but see</i> Wyo. Stat. Ann., R. Governing Contingent Fees, Rule 2 (west, westlaw through Feb. 1, 2022) ("Unless expressly prohibited by these rules, no written contingent fee agreement shall be regarded as champertous if made in an effort in good faith reasonably to comply with these rules.").</p> <p><i>Centrella v. Morris</i>, 597 P.2d 958, 963, 964 n.9 (Wyo. 1979) (shareholder cannot maintain derivative suit based on a transaction that occurred prior to their becoming a shareholder based on common law principles of champerty).</p>	Unclear. There is no authority discussing the issue.	Wyo. R. Pro. Conduct 1.8 cmt. 11-12 (discussing the attorney's responsibilities regarding conflicts with client and third-party funder).
Canada	N/A	<p>Yes, depending on the circumstances, as indicated below.</p> <p>Third party litigation funding agreements are not <i>per se</i> illegal.</p> <p>(9354-9186 <i>Québec inc. v. Callidus Capital Corp.</i>, 2020 SCC 10 at para. 96)</p> <p>Third party litigation funding agreements have been approved by the provincial superior courts of Ontario, British Columbia, Saskatchewan, Quebec, and New Brunswick, and by the Federal Court.</p> <p>The general test for determining whether to approve a third-funding agreement is that the agreement should not be champertous or illegal and it must be a fair and reasonable agreement that facilitates access to justice while protecting the interests of the defendants.</p> <p><i>Houle v. St. Jude Medical Inc.</i>, 2017 ONSC 5129 at para. 71</p>	<p>Court approval is required in class actions and bankruptcy proceedings.</p> <p><i>See: 9354-9186 Québec inc. v. Callidus Capital Corp.</i>, 2020 SCC 10; <i>Houle v. St. Jude Medical Inc.</i>, 2017 ONSC 5129; <i>Marcotte v. Banque de Montreal</i>, 2015 QCCS 1915; <i>Schneider v. Royal Crown Gold Reserve Inc.</i>, 2013 BCSC 1585; <i>Berg v. Canadian Hockey League</i>, 2016 SKQB 278; <i>Tidd v. Regional Health Authority</i>, 2020, NBQB 140; <i>Difederico v. Amazon.com Inc.</i>, 2021 FC 311.</p> <p>Whether court approval of a third party litigation funding agreement in individual party (i.e., non-class action) litigation is unsettled. <i>See: Schenk v. Valeant Pharmaceuticals Inc.</i>, 2015 ONSC 3215 (Ontario court requires court approval for third party litigation funding</p>	As of October 1, 2021, section 31.1 of the Ontario <i>Class Proceedings Act, 1992</i> , S.O. 1992, c. 6, was amended, and it now expressly requires court approval of third party litigation funding agreements in the class action context. This provision provides that a court shall not approve a third party litigation funding agreement unless the court is satisfied that: (i) the agreement is fair and reasonable, (ii) the agreement will not diminish the rights of the representative plaintiff to instruct the plaintiff's lawyer or control the litigation or otherwise impair the lawyer-client relationship, and (iii) the funder is financially able to satisfy an adverse (i.e., in favor of the defendant) costs award in the proceeding, to the extent of the third party funder's indemnity of the plaintiff provided under its funding agreement.

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			<p>agreement in two-party litigation); but see also: <i>Seedlings Life Sciences Ventures, LLC v. Pfizer Canada Inc.</i>, 2017 FC 826 (Federal court held that third party litigation funding agreements in commercial disputes should not require court approval in order for the funder to fund the litigation; however, such an agreement could potentially constitute maintenance (and possibly champerty), and therefore it may be unenforceable.)</p>	