

H. B. No. 105
As Introduced

_____ moved to amend as follows:

In line 344, delete ", notwithstanding any contrary" and insert ".
Any" 1 2

In line 345, delete "of the" and insert "that prohibits or limits
discovery of a consumer litigation funding"; after "agreement" insert 3 4
"entered into, amended, or renewed on or after the effective date of this 5
section, or discovery of the parties to such an agreement, is void and 6
unenforceable" 7

After line 400, insert: 8

"(D) Commercial litigation financing agreements, and all 9
parties subject to such agreements, are presumed to be subject 10
to discovery in any civil proceeding. Any provision that 11
prohibits or limits discovery of a commercial litigation 12
financing agreement entered into, amended, or renewed on or 13
after the effective date of this section, or discovery of the 14
parties to such an agreement, is void and unenforceable. 15

(E) Commercial litigation financing agreements disclosed 16
under division (C) of this section and commercial litigation 17

financing agreements discovered pursuant to division (D) of this 18
section are presumed to be inadmissible as evidence in a civil 19
proceeding." 20

The motion was _____ agreed to.

SYNOPSIS 21

Discovery of agreements 22

R.C. 1357.04 and 1357.07 23

Specifies that commercial litigation financing agreements 24
and the parties to such agreements are presumed to be subject to 25
discovery in any civil proceeding. The bill already specifies 26
that consumer litigation funding agreements are presumed subject 27
to discovery. 28

Specifies that any provision that prohibits or limits 29
discovery of a commercial litigation financing agreement or 30
consumer litigation funding agreement entered into, amended, or 31
renewed after the bill's effective date, or discovery of the 32
parties to such an agreement, is void and unenforceable. The 33
Introduced bill specifies that consumer litigation funding 34
agreements are presumed to be subject to discovery 35
"notwithstanding any contrary provision of the agreement," which 36
could be construed as impairing an obligation under a contract 37
in violation of Article I, Section 10, of the U.S. Constitution 38
or Article II, Section 28, of the Ohio Constitution. 39