

**As Passed by the Senate**

**136th General Assembly**

**Regular Session**

**2025-2026**

**Sub. H. B. No. 105**

**Representatives Craig, Thomas, J.**

**Cosponsors: Representatives Lampton, Daniels, Thomas, D., Hall, D., Deeter, King, Lorenz, Barhorst, Brennan, Ghanbari, John, McClain, Odioso, Peterson, Ray, Roemer, Sigrist, Williams, Willis**

**Senators Manning, Cirino, Lang, O'Brien, Patton, Reineke, Timken**

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To enact sections 1357.01, 1357.011, 1357.02, 1357.03, 1357.04, 1357.05, 1357.06, 1357.07, 1357.08, 1357.09, and 1357.10 and to repeal section 1349.55 of the Revised Code to revise and supplement state regulations concerning non-recourse litigation funding agreements.

**BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF OHIO:**

**Section 1.** That sections 1357.01, 1357.011, 1357.02, 1357.03, 1357.04, 1357.05, 1357.06, 1357.07, 1357.08, 1357.09, and 1357.10 of the Revised Code be enacted to read as follows:

**Sec. 1357.01.** As used in this chapter:

(A) (1) "Advertise" means directly or indirectly publishing, disseminating, circulating, or placing before the public any written, oral, electronic, or printed communication for the purpose of inducing a consumer to enter into a consumer legal funding agreement.

(2) For the purposes of division (A) (1) of this section,

"written, oral, electronic, or printed communication" includes 17  
communication by means of recorded telephone messages and 18  
transmission or broadcast on radio, television, the internet, or 19  
other similar media of audio recordings, film strips, motion 20  
pictures, or videos. 21

(B) (1) "Charges" means the amount of money to be paid to 22  
the consumer legal funding company by or on behalf of a consumer 23  
in excess of the funded amount. 24

(2) "Charges" include interest and all administrative, 25  
origination, underwriting, and other fees, no matter how 26  
denominated. 27

(C) (1) "Commercial litigation financier" means a person 28  
engaged in the business of entering into commercial litigation 29  
financing agreements with claimants or with lawyers or law firms 30  
asserting legal claims on behalf of claimants. 31

(2) "Commercial litigation financier" does not include a 32  
nonprofit organization determined by the internal revenue 33  
service to be tax exempt pursuant to section 501(c) of the 34  
"Internal Revenue Code of 1986," 26 U.S.C. 1, or a person that 35  
funds such a nonprofit organization, if the nonprofit 36  
organization represents the claimant on a pro bono basis. 37  
Seeking or accepting a settlement or judgment that includes 38  
costs or attorney's fees does not, in itself, make a nonprofit 39  
organization or an attorney contracted by a nonprofit 40  
organization a "commercial litigation financier." 41

(D) (1) "Commercial litigation financing agreement" means, 42  
with respect to any civil action or group of civil actions, a 43  
written agreement that meets all of the following: 44

(a) A third party agrees to provide funds to a named party 45

or a law firm that represents a named party in the civil action 46  
or group of civil actions. 47

(b) The agreement creates a direct or collateralized 48  
interest in the proceeds of a civil action or group of civil 49  
actions, by settlement, verdict, judgment, or otherwise. 50

(c) The interest created by the agreement is based, in 51  
whole or part, on a funding obligation incurred in connection 52  
with the action or group of actions, the appearing counsel, any 53  
contractual co-counsel, or the law firm of the counsel or co- 54  
counsel, executed with any of the following: 55

(i) Any attorney representing a party; 56

(ii) Any co-counsel in the civil action or group of 57  
actions with a contingent fee interest in representing a named 58  
party; 59

(iii) Any third-party who has a collateral-based interest 60  
in the contingency fees of the counsel or co-counsel, or the law 61  
firm of the counsel or co-counsel, related in whole or part to 62  
the fees derived from representing that party. 63

(2) "Commercial litigation financing agreement" includes a 64  
contract, such as an option, forward contract, futures contract, 65  
short position, swap, or similar agreement, that is 66  
substantially similar to an agreement described in division (D) 67  
(1) of this section. 68

(3) "Commercial litigation financing agreement" does not 69  
include any of the following: 70

(a) A consumer legal funding agreement; 71

(b) An agreement by an attorney or law firm to provide 72  
legal services on a contingency fee basis to the claimant or to 73

advance the claimant's legal costs in accordance with the rules 74  
of professional conduct adopted by the supreme court; 75

(c) A health insurer, medical provider, or assignee that 76  
has paid, is obligated to pay, or is owed sums for a claimant's 77  
health care under the terms of a health insurance plan or 78  
agreement; 79

(d) A financial institution providing loans to the 80  
claimant or the claimant's attorney or law firm, the repayment 81  
of which is not contingent upon the outcome of the legal claim 82  
or on the outcome of any matter within a portfolio that includes 83  
the legal claim and involves the same attorney or law firm or 84  
affiliated attorney or law firm; 85

(e) A person with a preexisting contractual obligation to 86  
indemnify or defend a party to a legal claim. 87

(E) "Consumer" means a natural person who has a pending 88  
legal claim and who resides or is domiciled in Ohio. 89

(F) (1) "Consumer legal funding agreement" means a 90  
nonrecourse agreement in which a consumer legal funding company 91  
purchases, and a consumer assigns to the company, a contingent 92  
right to receive an amount of the potential proceeds of any 93  
settlement, judgment, award, or verdict obtained in the 94  
consumer's legal claim. 95

(2) "Consumer legal funding agreement" does not include 96  
any agreement involving a cash payment by the consumer legal 97  
funding company of four hundred thousand dollars or more. 98

(G) (1) "Consumer legal funding company" means a person or 99  
entity that enters into a consumer legal funding agreement with 100  
a consumer. 101

<u>(2) "Consumer legal funding company" does not include any</u>	102
<u>of the following:</u>	103
<u>(a) A family member of the consumer;</u>	104
<u>(b) A bank, lender, financing entity, or other special</u>	105
<u>purpose entity that provides financing to a consumer legal</u>	106
<u>funding company and to which a consumer legal funding company</u>	107
<u>grants a security interest or transfers any rights or interest</u>	108
<u>in a consumer legal funding agreement;</u>	109
<u>(c) An attorney or accountant who provides services to a</u>	110
<u>consumer.</u>	111
<u>(H) "Funded amount" means the amount of money provided to,</u>	112
<u>or on behalf of, the consumer in a consumer legal funding</u>	113
<u>agreement. "Funded amount" excludes charges.</u>	114
<u>(I) "Funding date" means the date on which the funded</u>	115
<u>amount is transferred to the consumer by the consumer legal</u>	116
<u>funding company by personal delivery; via wire, automated</u>	117
<u>clearing house, or other electronic means; or by certified or</u>	118
<u>registered mail.</u>	119
<u>(J) "Family member" means a spouse; sibling; child,</u>	120
<u>including adopted children and stepchildren; parent;</u>	121
<u>grandparent; aunt; uncle; cousin; or grandchild.</u>	122
<u>(K) "Legal claim" means a civil claim or cause of action.</u>	123
<u>(L) "Resolution date" means the date the funded amount,</u>	124
<u>plus the agreed upon charges, are delivered to the consumer</u>	125
<u>legal funding company by the consumer, the consumer's attorney,</u>	126
<u>or otherwise.</u>	127
<u>Sec. 1357.011. The general assembly, in enacting sections</u>	128
<u>1357.01 to 1357.10 of the Revised Code pursuant to this act,</u>	129

hereby declares its intent to adopt regulations concerning a 130  
narrow range of consumer legal funding agreements and commercial 131  
litigation financing agreements as contemplated in the holding 132  
of the Ohio Supreme Court in *Rancman v. Interim Settlement* 133  
*Funding Corp.*, 99 Ohio St.3d 121 (2003). The general assembly 134  
intends to preserve and reinforce the general public policy 135  
expressed in that holding against champerty and maintenance. 136

**Sec. 1357.02.** (A) Beginning ninety days after the 137  
effective date of this section, all consumer legal funding 138  
companies shall register with the attorney general prior to 139  
commencing any business activity in this state. 140

(B) The attorney general shall establish a process that 141  
allows consumer legal funding companies to register under this 142  
section. Such registration shall include, at a minimum, all of 143  
the following: 144

(1) The consumer legal funding company's name and 145  
domiciliary address; 146

(2) The names of the company's chief executive officer and 147  
chair of the board of directors, as applicable; 148

(3) A statement as to whether or not the company is part 149  
of a larger group of companies; 150

(4) An acknowledgment certified by an officer or duly 151  
appointed employee of the company that the consumer legal 152  
funding company's financiers have read this chapter. 153

**Sec. 1357.03.** (A) A consumer legal funding company shall 154  
not enter into, or seek to enter into, a consumer legal funding 155  
agreement unless all of the following apply: 156

(1) The agreement is completely filled-in when presented 157

<u>to the consumer for signature.</u>	158
<u>(2) The agreement includes space on each page for the consumer's initials.</u>	159 160
<u>(3) The front page of the agreement includes all of the following disclosures under appropriate headings:</u>	161 162
<u>(a) The funded amount to be paid to the consumer under the agreement;</u>	163 164
<u>(b) An itemized list of all one-time and recurring charges under the agreement, subject to section 1357.04 of the Revised Code, and an explanation for how those charges accrue;</u>	165 166 167
<u>(c) The maximum amount that may be assigned by the consumer to the company under the agreement, including the funded amount and all charges, but excluding penalties that may apply in the case of a material breach, fraud, or misrepresentation by or on behalf of the consumer;</u>	168 169 170 171 172
<u>(d) If the consumer seeks to enter into more than one consumer legal funding agreement with the same company, the cumulative amount that may be assigned to the company under all such agreements, including the funded amount and all charges, but excluding penalties that may apply in the case of a material breach, fraud, or misrepresentation by or on behalf of the consumer.</u>	173 174 175 176 177 178 179
<u>(4) The agreement allows the consumer to cancel the agreement, without penalty or further obligation, by returning the full amount of disbursed funds to the company within ten business days after the funding date. The consumer may do either of the following to effectuate the cancellation:</u>	180 181 182 183 184
<u>(a) Deliver the company's uncashed check to the company's</u>	185

offices in person, within ten business days after the 186  
disbursement of funds; 187

(b) Mail a notice of cancellation and include in that 188  
mailing a return of the full amount of disbursed funds in the 189  
form of the company's uncashed check, or a registered or 190  
certified check or money order, by insured, registered, or 191  
certified United States mail, postmarked within ten business 192  
days after receiving funds from the company, at the address 193  
specified in the agreement for cancellation. 194

(5) The body of the agreement includes all of the 195  
following statements: 196

(a) "CONSUMER'S RIGHT TO CANCELLATION: YOU MAY CANCEL THIS 197  
AGREEMENT WITHOUT PENALTY OR FURTHER OBLIGATION WITHIN TEN 198  
BUSINESS DAYS AFTER THE FUNDING DATE IF YOU RETURN THE FULL 199  
AMOUNT OF THE DISBURSED FUNDS TO [insert name of company]." 200

(b) "THE COMPANY HAS NO ROLE IN DECIDING WHETHER, WHEN, 201  
AND HOW MUCH THE LEGAL CLAIM IS SETTLED FOR, HOWEVER, YOU OR 202  
YOUR ATTORNEY MUST NOTIFY THE COMPANY OF THE OUTCOME OF THE 203  
LEGAL CLAIM BY SETTLEMENT OR ADJUDICATION ON OR BEFORE THE 204  
RESOLUTION DATE. THE COMPANY MAY SEEK UPDATED INFORMATION ABOUT 205  
THE STATUS OF THE LEGAL CLAIM BUT IN NO EVENT SHALL THE COMPANY 206  
ATTEMPT TO INTERFERE WITH, CONTROL, OR INFLUENCE THE INDEPENDENT 207  
PROFESSIONAL JUDGMENT OF YOUR ATTORNEY IN THE HANDLING OF THE 208  
LEGAL CLAIM OR ANY SETTLEMENT THEREOF." 209

(c) "THE FUNDED AMOUNT AND AGREED UPON CHARGES SHALL BE 210  
PAID FROM THE PROCEEDS OF YOUR LEGAL CLAIM, AND SHALL BE PAID 211  
ONLY TO THE EXTENT THAT THERE ARE AVAILABLE PROCEEDS FROM YOUR 212  
LEGAL CLAIM. YOU WILL NOT OWE [insert name of company] ANYTHING 213  
IF THERE ARE NO PROCEEDS FROM YOUR LEGAL CLAIM, UNLESS YOU HAVE 214

VIOLATED ANY MATERIAL TERM OF THIS AGREEMENT OR YOU HAVE 215  
COMMITTED FRAUD AGAINST [insert name of company]." 216

(d) Immediately above the place on the agreement where the 217  
consumer's signature is required: "DO NOT SIGN THIS AGREEMENT 218  
BEFORE YOU READ IT COMPLETELY. DO NOT SIGN THIS AGREEMENT IF IT 219  
CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COMPLETELY 220  
FILLED-IN COPY OF THIS AGREEMENT BEFORE YOU SIGN IT. BEFORE YOU 221  
SIGN THIS AGREEMENT, YOU SHOULD OBTAIN THE ADVICE OF AN 222  
ATTORNEY. DEPENDING ON THE CIRCUMSTANCES, YOU MAY WANT TO 223  
CONSULT A TAX, PUBLIC OR PRIVATE BENEFIT PLANNING, OR FINANCIAL 224  
PROFESSIONAL. YOU ACKNOWLEDGE THAT YOUR ATTORNEY IN THE LEGAL 225  
CLAIM HAS PROVIDED NO TAX, PUBLIC OR PRIVATE BENEFIT PLANNING, 226  
OR FINANCIAL ADVICE REGARDING THIS TRANSACTION. YOU FURTHER 227  
ACKNOWLEDGE THAT YOUR ATTORNEY HAS EXPLAINED THE TERMS AND 228  
CONDITIONS OF THIS AGREEMENT." 229

(6) The agreement contains a written acknowledgement by 230  
the attorney retained by the consumer in the legal claim that 231  
attests to all of the following: 232

(a) The attorney has reviewed the agreement and all 233  
disclosures required by this section with the consumer. 234

(b) The attorney is being paid on a contingency basis 235  
pursuant to a written fee agreement. 236

(c) All proceeds of the legal claim will be disbursed via 237  
the trust account of the attorney or a settlement fund 238  
established to receive the proceeds of the legal claim on behalf 239  
of the consumer. 240

(d) The attorney agrees to disburse funds from the legal 241  
claim and take any other steps necessary to ensure that the 242  
terms of the consumer legal funding agreement are fulfilled. 243

(e) The attorney has not received a referral fee or other 244  
consideration from the consumer legal funding company in 245  
connection with the consumer legal funding, nor will the 246  
attorney receive such a fee or other consideration in the 247  
future. 248

(f) The attorney agrees to follow all applicable rules of 249  
professional conduct adopted by the supreme court in all aspects 250  
of the transaction. 251

(B) (1) A violation of this section or section 1357.04 of 252  
the Revised Code by a consumer legal funding company constitutes 253  
an unfair or deceptive act or practice in violation of section 254  
1345.02 of the Revised Code. 255

(2) A consumer injured by such a violation has a cause of 256  
action and is entitled to the same relief available to a 257  
consumer under section 1345.09 of the Revised Code. 258

(3) All powers and remedies available to the attorney 259  
general to enforce sections 1345.01 to 1345.13 of the Revised 260  
Code are available to the attorney general to enforce this 261  
section. 262

(C) In addition to remedies set forth in division (B) of 263  
this section, any willful violation of this section, including 264  
omission of the attorney acknowledgement required by division 265  
(A) (6) of this section, renders the consumer legal funding 266  
agreement unenforceable by the company, the consumer, or any 267  
successor in interest to the agreement. A consumer terminating 268  
the attorney who made the acknowledgment required by division 269  
(A) (6) of this section or retaining a new attorney with respect 270  
to the legal claim does not, in itself, render the agreement 271  
unenforceable under this division. 272

<u>Sec. 1357.04. A consumer legal funding company shall not</u>	273
<u>do any of the following:</u>	274
<u>(A) Pay or offer to pay a commission, referral fee, or</u>	275
<u>other form of consideration to any attorney, law firm, health</u>	276
<u>care provider, chiropractor, or physical therapist, or to any</u>	277
<u>employee or agent of the foregoing, for referring a consumer to</u>	278
<u>the company;</u>	279
<u>(B) Accept any commission, referral fee, rebate, or other</u>	280
<u>form of consideration from an attorney, law firm, health care</u>	281
<u>provider, chiropractor, or physical therapist, or from any</u>	282
<u>employee or agent of the foregoing;</u>	283
<u>(C) Purposefully advertise false or misleading information</u>	284
<u>regarding the company's products or services;</u>	285
<u>(D) Refer a consumer or potential consumer to a specific</u>	286
<u>attorney, law firm, medical provider, chiropractor, or physical</u>	287
<u>therapist, or to any employee or agent of the foregoing, except</u>	288
<u>that, if a consumer does not have legal representation, the</u>	289
<u>company may refer the consumer to a state or local lawyer</u>	290
<u>referral service operated by a bar association or nonprofit</u>	291
<u>organization, or a legal aid society, as defined in section</u>	292
<u>120.51 of the Revised Code;</u>	293
<u>(E) Fail to promptly supply copies of all complete</u>	294
<u>consumer legal funding agreements to the consumer and the</u>	295
<u>attorney representing the consumer in the legal claim;</u>	296
<u>(F) Knowingly enter into a consumer legal funding</u>	297
<u>agreement with a consumer for a legal claim respecting which the</u>	298
<u>consumer previously sold or assigned all or part of the</u>	299
<u>consumer's right to the proceeds, unless the company or the</u>	300
<u>consumer extinguishes the prior agreement by either repaying the</u>	301

entire disbursed amount plus any contracted fees, or paying a 302  
lesser amount expressly agreed to, in writing, by the consumer 303  
and all other parties to the prior agreement. More than one 304  
company may agree, contemporaneously, to enter into a consumer 305  
legal funding agreement with the same consumer for the same 306  
claim so long as the companies, the consumer, and the consumer's 307  
attorney consent to the agreements in writing. 308

(G) Make or influence any decision with respect to the 309  
conduct of the consumer's legal claim or the settlement or 310  
resolution of that legal claim, including appointing or changing 311  
counsel, choice or use of expert witnesses, litigation strategy, 312  
and settlement or other resolution of the claim; 313

(H) Attempt to obtain a waiver of any remedy, including 314  
compensatory, statutory, or punitive damages, to which the 315  
consumer might otherwise be entitled; 316

(I) Knowingly pay or offer to pay for court costs, filing 317  
fees, or attorney's fees before, during, or after the resolution 318  
of the legal claim; 319

(J) (1) Charge or collect from a consumer either of the 320  
following in connection with a consumer legal funding agreement: 321

(a) A prepayment penalty or fee; 322

(b) A one-time service fee that exceeds seven per cent of 323  
the initial funded amount. 324

(2) Charges in excess of the amount specified in division 325  
(A) (3) (c) of section 1357.03 of the Revised Code and fees 326  
prohibited by division (J) (1) of this section are unenforceable. 327

(K) Enter into a consumer legal funding agreement if an 328  
attorney or a law firm retained by the consumer for the legal 329

claim on which the agreement is based has a financial or 330  
ownership interest in the company. 331

(L) Collude with or knowingly assist a lawyer or law firm 332  
that is enticing or intends to entice a consumer to bring a 333  
claim that the company knows or has reason to know is fabricated 334  
or otherwise not brought in good faith. Any consumer legal 335  
funding agreement resulting from a violation of this division is 336  
void ab initio. 337

(M) Knowingly offer or collude to provide funding as an 338  
inducement to a consumer who is presently represented by counsel 339  
to terminate that engagement and engage another lawyer or law 340  
firm to represent the consumer in the same matter. Any consumer 341  
legal funding agreement resulting from a violation of this 342  
division is void ab initio. 343

**Sec. 1357.05.** (A) An attorney retained by a consumer in a 344  
legal claim shall not disclose confidential or privileged 345  
information to a consumer legal funding company without first 346  
obtaining written consent from the consumer and without first 347  
ensuring that the disclosure is not prohibited by court rules, a 348  
court order, or the rules of professional conduct adopted by the 349  
supreme court. 350

(B) No law firm or attorney that has a financial interest 351  
in a consumer legal funding company and no attorney whose family 352  
member has a financial interest in a consumer legal funding 353  
company shall do any of the following: 354

(1) Represent a consumer in any legal claim respecting 355  
which the consumer has entered into a consumer legal funding 356  
agreement with the company; 357

(2) Provide consumer legal funding directly to a consumer 358

the attorney or law firm represents; 359

(3) Refer a consumer to the consumer's retained attorney 360  
in any legal claim respecting which the consumer has entered 361  
into a consumer legal funding agreement with the company. 362

(C) (1) The attorney or attorneys representing a party that 363  
has entered into a consumer legal funding agreement shall, at 364  
the time the associated claim is resolved, disclose the 365  
existence and contents of the agreement to the attorney general, 366  
in a form and manner prescribed by the attorney general, within 367  
fourteen days after any of the following: 368

(a) The related legal claim being settled, but only if the 369  
legal claim is filed in a court of competent jurisdiction prior 370  
to settlement; 371

(b) A final appealable order is entered by the court; 372

(c) An adjudication or order is entered indicating that 373  
the legal claim has reached the final stage at the trial court. 374

(2) Any party to a civil proceeding may seek a court order 375  
declaring that the trial has completed for purposes of division 376  
(C) (1) of this section. The court may take any necessary action 377  
to enforce the requirements of that division. 378

(D) Upon receiving a disclosure under division (C) of this 379  
section, the attorney general shall promptly publish the 380  
contents of the consumer legal funding agreements included in 381  
the disclosure to the attorney general's publicly accessible web 382  
site. Prior to making the documents available, either on the 383  
attorney general's web site or in response to a public records 384  
request made under section 149.43 of the Revised Code, the 385  
attorney general shall redact all legally required confidential 386  
information from the disclosure, including any information that 387

could provide the identification of the consumer. 388

(E) Any provision of a consumer legal funding agreement 389  
entered into, amended, or renewed on or after the effective date 390  
of this section that prohibits or limits discovery of the 391  
agreement or the parties to the agreement is void and 392  
unenforceable. 393

**Sec. 1357.06.** A consumer legal funding agreement places a 394  
lien on the proceeds of the consumer's legal claim that 395  
supersedes all subsequently perfected liens on such proceeds 396  
other than liens directly related to the legal claim and 397  
expressly authorized by state or federal law, such as a lien for 398  
attorneys fees, a lien by the department of medicaid under 399  
section 5160.37 of the Revised Code, a medicare lien under 42 400  
U.S.C. 1395y, or a workers' compensation lien under section 401  
4123.931 of the Revised Code. 402

**Sec. 1357.07.** (A) No consumer legal funding company shall 403  
knowingly enter into a consumer legal financing agreement with a 404  
person or entity that is not domiciled in the United States or 405  
respecting a legal claim that is financed, directly or 406  
indirectly, by a person or entity not domiciled in the United 407  
States. 408

(B) No commercial litigation financier shall knowingly 409  
enter into a commercial litigation financing agreement with a 410  
person or entity that is not domiciled in the United States or 411  
respecting a legal claim that is financed, directly or 412  
indirectly, by a person or entity not domiciled in the United 413  
States. 414

(C) No consumer or entity shall enter into a consumer 415  
legal financing agreement or a commercial litigation financing 416

agreement with a person or entity that is not domiciled in the 417  
United States. 418

(D) The general assembly declares its intent in enacting 419  
this section is to achieve the legitimate state interest of 420  
protecting due process rights for all litigants in the courts of 421  
this state by addressing the grave risk posed by foreign actors 422  
that seek to interfere with those courts. 423

**Sec. 1357.08.** (A) Beginning ninety days after the 424  
effective date of this section, all commercial litigation 425  
financiers shall register with the attorney general prior to 426  
commencing any business activity in this state. 427

(B) The attorney general shall establish a process that 428  
allows commercial litigation financiers to register under this 429  
section. Such registration shall include, at a minimum, all of 430  
the following: 431

(1) The commercial litigation financier's company name and 432  
domiciliary address; 433

(2) The names of the financier's chief executive officer 434  
and chair of the board of directors, as applicable; 435

(3) A statement as to whether or not the financier is part 436  
of a larger group of companies; 437

(4) An acknowledgment certified by an officer or duly 438  
appointed employee of the company that the commercial litigation 439  
financier's financiers have read this chapter. 440

**Sec. 1357.09.** (A) No claimant, attorney or law firm 441  
representing a claimant, or affiliated attorney or law firm 442  
shall disclose or share any documents or information with a 443  
commercial litigation financier that are subject to a protective 444

or sealing order from a court. 445

(B) A commercial litigation financier shall not make any 446  
decision, have any influence, or direct any decisions with 447  
respect to the course of a legal claim, including decisions in 448  
appointing or changing counsel, choice or use of expert 449  
witnesses, litigation strategy, and settlement or other 450  
resolution. 451

(C) (1) The attorney or attorneys representing a party that 452  
has entered into a commercial litigation financing agreement 453  
shall, at the time the associated claim is resolved, disclose 454  
the existence and contents of the agreement to the attorney 455  
general, in a form and manner prescribed by the attorney 456  
general, within fourteen days after any of the following: 457

(a) The related legal claim being settled, but only if the 458  
legal claim is filed in a court of competent jurisdiction prior 459  
to settlement; 460

(b) A final appealable order is entered by the court; 461

(c) An adjudication or order is entered indicating that 462  
the legal claim has reached the final stage at the trial court. 463

(2) Any party to a civil proceeding may seek a court order 464  
declaring that the trial has completed for purposes of division 465  
(C) (1) of this section. The court may take any necessary action 466  
to enforce the requirements of that division. 467

(D) Upon receiving a disclosure under division (C) of this 468  
section, the attorney general shall promptly publish the 469  
contents of the consumer litigation financing agreements 470  
included in the disclosure to the attorney general's publicly 471  
accessible web site. Prior to making the documents available, 472  
either on the web site or in response to a public records 473

request made under section 149.43 of the Revised Code, the 474  
attorney general shall redact all legally required confidential 475  
information from the disclosure, including any information that 476  
could provide the identification of the plaintiff. 477

(E) Any provision of a commercial litigation financing 478  
agreement entered into, amended, or renewed on or after the 479  
effective date of this section that prohibits or limits 480  
discovery of the agreement or the parties to the agreement is 481  
void and unenforceable. 482

**Sec. 1357.10.** The attorney general may file a complaint 483  
seeking any equitable remedy, including barring a commercial 484  
litigation financier or consumer legal funding company from 485  
doing business in this state in the capacity as a commercial 486  
litigation financier or a consumer legal funding company, if the 487  
commercial litigation financier or consumer legal funding 488  
company is found by a court of competent jurisdiction to have 489  
violated this chapter. 490

**Section 2.** That section 1349.55 of the Revised Code is 491  
hereby repealed. 492