

Third Party Litigation Funding Amendments

2026 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: James A. Dunnigan

Senate Sponsor:

LONG TITLE**General Description:**

This bill modifies the Maintenance Funding Practices Act.

Highlighted Provisions:

This bill:

- defines terms;
- distinguishes between consumer maintenance funding and commercial maintenance funding;
- extends the consumer's right of rescission;
- restricts foreign investment;
- restricts specified relationships between an attorney and a funding provider;
- provides that a funding provider is jointly and severally liable for an award or order imposing costs or monetary sanctions against a consumer related to the legal claim for which funding was provided;
- protects communications between a consumer's attorney and the consumer maintenance funding provider that ascertain a claim's status or an expected value from discovery;
- requires that a party disclose, without a discovery request, any commercial maintenance funding agreement where the commercial maintenance funding provider's compensation is contingent on the outcome of the legal claim;
- provides that a commercial maintenance funding agreement is admissible at trial;
- restricts a commercial maintenance funding provider from making decisions, having influence, or directing the conduct, settlement, or resolution of a legal claim for which funding was provided; and
- makes technical and conforming changes.

Money Appropriated in this Bill:

None

Other Special Clauses:

None

Utah Code Sections Affected:

AMENDS:

13-57-102, as enacted by Laws of Utah 2020, Chapter 118

13-57-201, as enacted by Laws of Utah 2020, Chapter 118

13-57-202, as enacted by Laws of Utah 2020, Chapter 118

13-57-203, as enacted by Laws of Utah 2020, Chapter 118

13-57-301, as enacted by Laws of Utah 2020, Chapter 118

13-57-302, as enacted by Laws of Utah 2020, Chapter 118

13-57-401, as enacted by Laws of Utah 2020, Chapter 118

13-57-402, as enacted by Laws of Utah 2020, Chapter 118

13-57-501, as enacted by Laws of Utah 2020, Chapter 118

13-57-502, as enacted by Laws of Utah 2020, Chapter 118

13-57-503, as enacted by Laws of Utah 2020, Chapter 118

ENACTS:

13-57-504, Utah Code Annotated 1953

13-57-505, Utah Code Annotated 1953

13-57-506, Utah Code Annotated 1953

13-57-601, Utah Code Annotated 1953

13-57-602, Utah Code Annotated 1953

REPEALS:

13-57-101, as enacted by Laws of Utah 2020, Chapter 118

Be it enacted by the Legislature of the state of Utah:

Section 1. Section **13-57-102** is amended to read:

13-57-102 . Definitions.

As used in this chapter:

(1) "Business entity" means a sole proprietorship, partnership, limited partnership, limited liability company, corporation, or other entity or association used to carry on a business for profit.

(2)(a) "Commercial maintenance funding agreement" means a written agreement:

(i) whereby a third party agrees to provide funds to a named party or a law firm affiliated with a legal claim; and

(ii) that creates a direct or collateralized interest in the proceeds of a legal claim by settlement, verdict, judgment, or otherwise which interest is based in whole or in

part on a funding-based obligation to an action or group of actions or the appearing counsel or a contractual co-counsel or the law firm of the counsel or co-counsel executed with:

(A) an attorney representing a party;

(B) a co-counsel in the litigation with a contingent fee interest in the representation of that party; or

(C) a third party that has a collateral-based interest in the contingency fees of the counsel or co-counsel firm related in whole or in part to the fees derived from representing that party.

(b) "Commercial maintenance funding agreement" does not include:

(i) a consumer maintenance funding agreement;

(ii) an agreement between an attorney and a client for the attorney to provide legal services on a contingency-fee basis or to advance the clients legal costs;

(iii) a health insurance plan or agreement;

(iv) a repayment agreement with a financial institution if the repayment is not contingent upon the outcome of the legal claim;

(v) a funding agreement to a nonprofit organization that represents a client on a pro bono basis; or

(vi) an agreement of an assigned claim to prosecute an environmental contamination matter seeking remediation of, or to recover the cost of remediating, a site that has been on the U.S. Environmental Protection Agency's Superfund National Priorities List.

(3)(a) "Commercial maintenance funding provider" means a person that enters into or offers to enter into a commercial maintenance funding agreement with a plaintiff, a lawyer, or a law firm asserting a legal claim on behalf of a plaintiff.

(b) "Commercial maintenance funding provider" does not include a nonprofit organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code.

(4) "Consumer" means:

(a) an individual who resides or is domiciled in the state;

(b) an individual who is a plaintiff with a legal claim in the state; or

(c) an estate for a decedent in a wrongful death claim.

(5) "Consumer maintenance funding agreement" means a non-recourse transaction in which a consumer maintenance funding provider purchases contingent rights to receive an

amount of the potential proceeds of a settlement, judgment, award, or verdict obtained in the consumer's legal claim, with funds paid directly to the consumer.

(6)(a) "Consumer maintenance funding provider" means a person that enters into a consumer maintenance funding agreement with a consumer.

(b) "Consumer maintenance funding provider" does not include:

(i) an immediate family member of a consumer;

(ii) an accountant providing accounting services to a consumer; or

(iii) an attorney providing legal services to a consumer.

[(2)] (7) "Director" means the director of the Division of Consumer Protection.

[(3)] (8) "Division" means the Division of Consumer Protection of the Department of Commerce established in Section 13-2-1.

[(4)] (9) "Foreign country or person of concern" means:

(a) a foreign government or person listed in 15 C.F.R. Sec. 791.4; or

(b) an entity designated as a restricted foreign entity in accordance with Section 63L-13-101.

(10)(a) "Foreign entity of concern" means a partnership, association corporation, organization, or other legal entity that:

(i) is organized or incorporated in a foreign country of concern;

(ii) is owned or operated by a government, a political subdivision, or a political party of a foreign country of concern;

(iii) has a principal place of business in a foreign country of concern; or

(iv) a foreign organization owns, organizes, or controls that:

(A) is on the federal Office of Foreign Assets Control specially designated nationals and blocked persons list; or

(B) the United States Secretary of State designates as a foreign terrorist organization.

(b) "Foreign entity of concern" includes an individual that owns, has a controlling interest in, or is a director or senior officer of any entity that falls within Subsection (10)(a).

(11) "Health care provider" means the same as that term is defined in Section 78B-3-403.

[(5)] "Individual" means a person who:]

[(a)] resides in this state; and]

[(b)] has or may have a pending legal action in this state.]

[(6)] "Legal funding" means a payment of \$500,000 or less to an individual in exchange for

the right to receive an amount out of the potential proceeds of any realized settlement, judgment, award, or verdict the individual may receive in a civil legal action.]

~~[(7) "Maintenance funding agreement" means an agreement between an individual and a maintenance funding provider under which the maintenance funding provider provides legal funding to the individual.]~~

~~[(8)(a) "Maintenance funding provider" means a business entity that engages in the business of legal funding.]~~

~~[(b) "Maintenance funding provider" does not include:]~~

~~[(i) an immediate family member of an individual;]~~

~~[(ii) an accountant providing accounting services to an individual; or]~~

~~[(iii) an attorney providing legal services to an individual.]~~

(12) "Maintenance funding provider" means a consumer maintenance funding provider or a commercial maintenance funding provider.

Section 2. Section **13-57-201** is amended to read:

13-57-201 . Maintenance funding provider registration and registration renewal.

(1) ~~[Except as provided in Subsection (4), a business entity]~~ A person may not act as a maintenance funding provider in this state without registering with the division.

(2) To register as a maintenance funding provider, a ~~[business entity]~~ person shall submit to the division an application for registration:

(a) in the manner the division determines; and

(b) that includes:

(i) an application fee in an amount determined by the division in accordance with Sections 13-1-2 and 63J-1-504; and

(ii) anything else the division requires as established in rule made in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act.

(3) Each year a maintenance funding provider shall renew the maintenance funding provider's registration by submitting to the division an application for registration renewal:

(a) in the manner the division determines; and

(b) that includes:

(i) an application fee in an amount determined by the division in accordance with Sections 13-1-2 and 63J-1-504; and

(ii) anything else the division requires as established in rule made in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act.

167 ~~[(4) A business entity who acts as a maintenance funding provider in the state between May~~
168 ~~12, 2019, and May 12, 2020, is permitted to continue to act as a maintenance funding~~
169 ~~provider.]~~

170 ~~[(a) if the person:]~~

171 ~~[(i) applies for registration in accordance with this section; and]~~

172 ~~[(ii) complies with the requirements of this chapter; and]~~

173 ~~[(b) until the division makes a determination regarding the person's application for~~
174 ~~registration under this section.]~~

175 Section 3. Section **13-57-202** is amended to read:

176 **13-57-202 . Consumer maintenance funding provider operations.**

- 177 (1) A consumer maintenance funding provider may only provide legal funding to [an
178 individual] a consumer if the [maintenance funding-] consumer maintenance funding
179 provider and the [individual] consumer enter into a consumer maintenance funding
180 agreement that meets the requirements of Section 13-57-301.
- 181 (2) Before executing a consumer maintenance funding agreement, a consumer maintenance
182 funding provider shall file with the division a template of the consumer maintenance
183 funding agreement.
- 184 (3) A consumer maintenance funding provider may not:
- 185 (a) pay or offer to pay a commission, referral fee, or any other form of consideration to
186 the following for referring [an individual] a consumer to the consumer maintenance
187 funding provider:
- 188 (i) an attorney authorized to practice law;
- 189 (ii) a health care provider; or
- 190 (iii) an employee, independent contractor, or other person affiliated with a person
191 described in Subsection (3)(a)(i) or (ii);
- 192 (b) accept a commission, referral fee, or any other form of consideration from a person
193 described in Subsection (3)(a) for referring [an individual] a consumer to the person;
- 194 (c) refer [an individual] a consumer or potential [individual] consumer to a person
195 described in Subsection (3)(a), unless the referral is to a local or state bar association
196 referral service;
- 197 (d) intentionally advertise materially false or misleading information about the consumer
198 maintenance funding provider's services;
- 199 (e) make or attempt to influence a decision relating to the conduct, settlement, or
200 resolution of a legal action for which the maintenance funding provider provides

legal funding; [or]

(f) knowingly pay or offer to pay court costs, filing fees, or attorney fees using legal funding[-] ; or

(g) attempt to obtain a waiver of a remedy or right from the consumer, including the right to trial by jury.

(4) A consumer maintenance funding provider shall provide [~~an individual~~] a consumer who enters a consumer maintenance funding agreement a copy of the executed consumer maintenance funding agreement.

(5)(a) An attorney or law firm that the consumer retains may not have a financial interest in the consumer maintenance funding provider offering maintenance funding to the consumer.

(b) An attorney who refers the consumer to an attorney or law firm that the consumer retains may not have a financial interest a consumer maintenance funding provider that offers a consumer maintenance funding agreement to the consumer.

(6) The attorney or law firm that the consumer retains may only disclose privileged information to the consumer maintenance funding provider with the written consent of the consumer.

(7) A consumer maintenance funding provider may not enter into a consumer maintenance funding agreement directly or indirectly with a foreign entity of concern or a foreign country or person of concern.

Section 4. Section **13-57-203** is amended to read:

13-57-203 . Annual reports.

(1) On or before April 1 of each year, a maintenance funding provider registered in accordance with Section 13-57-201 shall file a report:

(a) under oath;

(b) with the director; and

(c) in a form the director prescribes.

(2) The report described in Subsection (1) shall include, for the preceding calendar year:

(a) the number of consumer maintenance funding agreements and commercial maintenance funding agreements entered into by the maintenance funding provider;

(b) the total dollar amount of [~~legal~~]funding the maintenance funding provider provided;

(c) the total dollar amount of charges under each consumer maintenance funding agreement and each commercial maintenance funding agreement, itemized and including the annual rate of return;

- (d) the total dollar amount and number of ~~[maintenance]~~ funding transactions in which the realized profit to the ~~[company]~~ maintenance funding provider was as contracted~~[in the maintenance funding agreement]~~;
- (e) the total dollar amount and number of ~~[maintenance]~~ funding transactions in which the realized profit to the ~~[company]~~ maintenance funding provider was less than contracted; and
- (f) any other information the director requires concerning the maintenance funding provider's business or operations in the state.

Section 5. Section **13-57-301** is amended to read:

13-57-301 . Consumer maintenance funding agreements.

- (1) A consumer maintenance funding agreement shall:
- (a) be in writing;
 - (b) be written in a clear and coherent manner using words with common, everyday meanings so that the average consumer who makes a reasonable effort under ordinary circumstances to read and understand the terms of the consumer maintenance funding agreement without requiring the assistance of a professional;
 - (c) be complete before the consumer signs the consumer maintenance funding agreement;
 - ~~[(b)]~~ (d) contain a right of rescission permitting the ~~[individual]~~ consumer to cancel the ~~[agreement]~~ consumer maintenance funding agreement without penalty or further obligation, if the ~~[individual]~~ consumer returns to the consumer maintenance funding provider the full amount of the disbursed funds:
 - (i) within ~~[five]~~ 10 business days after the day on which the ~~[individual]~~ consumer and consumer maintenance funding provider enter the agreement; and
 - (ii)(A) in person by delivering the consumer maintenance funding provider's uncashed check to the consumer maintenance funding provider's office; or
 - (B) by insured, certified, or registered United States mail to the address specified in the consumer maintenance funding agreement in the form of the consumer maintenance funding provider's uncashed check or a registered or certified check or money order;
 - ~~[(e)]~~ (e) contain the disclosures described in Section 13-57-302;
 - ~~[(d)]~~ (f) include the amount of money the consumer maintenance funding provider provides to the ~~[individual]~~ consumer;
 - ~~[(e)]~~ (g) include an itemization of one-time charges;

269 ~~[(f)]~~ (h) include a payment schedule that:

270 (i) includes the funded amount and all charges; and

271 (ii) lists the total amount of any realized settlement, judgment, award, or verdict to be
272 paid to the consumer maintenance funding provider at the end of each six-month
273 period, if the ~~[contract]~~ consumer maintenance funding agreement is satisfied
274 during that ~~[period]~~ period; ~~[and]~~

275 ~~[(g)]~~ (i) include a provision that the consumer maintenance funding agreement includes
276 no charge or fee other than the charges and fees disclosed in the ~~[maintenance~~
277 funding] ~~agreement~~; ~~[and]~~

278 ~~[(h)]~~ (j) include a provision that:

279 (i) if there are no available proceeds from the legal action, the ~~[individual]~~ consumer
280 will owe the consumer maintenance funding provider nothing; and

281 (ii) the consumer maintenance funding provider's total charges will be paid only to
282 the extent there are available proceeds from the legal action after the settlement of
283 all liens, fees, and other costs~~[-]~~ ; and

284 (k) if the consumer seeks more than one consumer maintenance funding agreement from
285 the same company, a disclosure providing the cumulative amount due from the
286 consumer for all transactions, including charges under all consumer maintenance
287 funding agreements, if repayment is made any time after the consumer maintenance
288 funding agreements are executed.

289 (2) A consumer maintenance funding agreement may not require ~~[an individual]~~ a consumer
290 to make a payment to the consumer maintenance funding provider in an amount
291 determined as a percentage of the recovery from the legal action.

292 (3)(a) The consumer maintenance funding agreement shall contain a written
293 acknowledgment that attests:

294 (i) the attorney has reviewed the mandatory disclosures in Section 13-57-302 with the
295 consumer;

296 (ii) the attorney is being paid on a contingency basis in accordance with a written fee
297 agreement;

298 (iii) all proceeds of the legal claim will be disbursed through either the trust account
299 of the attorney or a settlement fund established to receive the proceeds of the legal
300 claim on the consumer's behalf;

301 (iv) the attorney is obligated to disburse funds from the legal claim and ensure that
302 the terms of the consumer maintenance funding agreement are fulfilled;

(v) the attorney has not received a referral fee or other consideration from the consumer maintenance funding provider in connection with the maintenance funding, nor will the attorney receive a referral fee or other consideration for the referral in the future; and

(vi) the attorney in the legal claim has provided no tax, public or private benefit planning, or financial advice regarding this transaction.

(b) Subsection (3)(a) applies to a new attorney or law firm that the consumer retains.

(4)(a) the consumer maintenance funding agreement is null and void if the attorney or law firm that the consumer retains does not provide the acknowledgment Subsection (3) requires.

(b) The consumer maintenance funding agreement remains valid and enforceable if the consumer terminates an attorney or law firm that the consumer retains.

(5) A consumer maintenance funding provider may not charge or collect a prepayment penalty or fee.

Section 6. Section **13-57-302** is amended to read:

13-57-302 . Required disclosures.

(1) In a legal claim in which a plaintiff enters into a consumer maintenance funding agreement, the plaintiff or the plaintiff's attorney shall provide to each of the other parties, and each insurer that has a duty to defend another party, written notice that the plaintiff has entered into a consumer maintenance funding agreement.

(2) In a legal claim in which a plaintiff enters into a consumer maintenance funding agreement, the contents of the consumer maintenance funding agreement are subject to discovery under the Utah Rules of Civil Procedure and Evidence.

(3)(a) A plaintiff or a plaintiff's attorney shall provide the written notice Subsection (1) requires within 20 days after the day on which the consumer maintenance funding agreement is fully executed.

(b) The disclosure obligation Subsection (1) requires is a continuing obligation.

(4) The written notice Subsection (1) requires is not admissible as evidence in a court proceeding.

(5) A consumer maintenance funding provider shall disclose in a consumer maintenance funding agreement:

~~[(1)]~~ (a) that the consumer maintenance funding provider may not participate in deciding whether, when, or the amount for which a legal action is settled;

337 [(2)] (b) that the maintenance funding provider may not interfere with the independent
338 professional judgment of the attorney handling the legal action or any settlement of
339 the legal action;

340 [(3)] (c) the following statement in substantially the following form, in all capital letters
341 and at least a 12-point type: "THE FUNDED AMOUNT AND AGREED-TO
342 CHARGES SHALL BE PAID ONLY FROM THE PROCEEDS OF YOUR LEGAL
343 CLAIM, AND SHALL BE PAID ONLY TO THE EXTENT THAT THERE ARE
344 AVAILABLE PROCEEDS FROM YOUR LEGAL CLAIM. YOU WILL NOT
345 OWE (INSERT NAME OF THE CONSUMER MAINTENANCE FUNDING
346 PROVIDER HERE) ANYTHING IF THERE ARE NO PROCEEDS FROM YOUR
347 LEGAL CLAIM, UNLESS YOU HAVE VIOLATED A MATERIAL TERM OF
348 THIS AGREEMENT OR YOU HAVE COMMITTED FRAUD AGAINST THE
349 CONSUMER MAINTENANCE FUNDING PROVIDER.";

350 [(4)] (d) in accordance with Section 13-57-301, the following statement in substantially
351 the following form and at least a 12-point type: "CONSUMER'S RIGHT TO
352 CANCELLATION: You may cancel this agreement without penalty or further
353 obligation within [~~five~~] 10 business days after the day on which you enter into this
354 agreement with the consumer maintenance funding provider if you either: 1. return to
355 the consumer maintenance funding provider the full amount of the disbursed funds
356 by delivering the consumer maintenance funding provider's uncashed check to the
357 consumer maintenance funding provider's office in person; or 2. send, by insured,
358 certified, or registered United States mail, to the consumer maintenance funding
359 provider at the address specified in this agreement, a notice of cancellation and
360 include in the mailing a return of the full amount of disbursed funds in the form of
361 the consumer maintenance funding provider's uncashed check or a registered or
362 certified check or money order"; and

363 [(5)] (e) immediately above the line for the [~~individual's~~] consumer's signature, the
364 following statement in at least a 12-point type: "Do not sign this agreement before
365 you read it completely or if it contains any blank spaces. You are entitled to a
366 completed copy of the agreement. Before you sign this agreement, you should obtain
367 the advice of an attorney. Depending on your circumstances, you may want to consult
368 a tax, benefits planning, or financial professional."

369 Section 7. Section **13-57-401** is amended to read:

370 **13-57-401 . Rulemaking.**

The division shall make rules in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, to:

- (1) establish an application process for a business entity to register with the division as a consumer maintenance funding provider, in accordance with Section 13-57-201;
- (2) establish a filing process for a consumer maintenance funding provider to file a consumer maintenance funding agreement with the division;
- (3) establish a filing process for annual reports required under Section 13-57-203; and
- (4) carry out the provisions of this chapter.

Section 8. Section **13-57-402** is amended to read:

13-57-402 . Public education regarding legal funding -- Reporting to Legislature.

~~[(1)]~~ The director shall help educate the general public regarding legal funding in the state by:

~~[(a)]~~ (1) analyzing and summarizing data consumer maintenance funding providers submit under Section 13-57-203; and

~~[(b)]~~ (2) publishing the analysis and summary described in Subsection (1)(a) on the division's web page.

~~[(2) Before October 1, 2022, the director shall report to the Business and Labor Interim Committee on the status of legal funding in the state and make any recommendation the director decides is necessary to improve the regulatory framework of legal funding, including a recommendation on whether to limit charges a maintenance funding provider may impose under a maintenance funding agreement.]~~

Section 9. Section **13-57-501** is amended to read:

13-57-501 . Enforceability.

If a consumer maintenance funding provider violates a provision of this chapter, a consumer maintenance funding agreement associated with the violation is unenforceable by the consumer maintenance funding provider or any successor-in-interest to the consumer maintenance funding agreement.

Section 10. Section **13-57-502** is amended to read:

13-57-502 . Penalties -- Enforcement.

- (1) After notice and an opportunity for an administrative hearing in accordance with Title 63G, Chapter 4, Administrative Procedures Act, the division may, in addition to exercising the division's enforcement powers under Section 13-2-6, enforce the provisions of this chapter by:
 - (a) revoking or suspending a consumer maintenance funding provider's registration;

(b) ordering a consumer maintenance funding provider to cease and desist from further legal funding;

(c) imposing a penalty of up to:

(i) \$1,000 per violation; or

(ii) \$10,000 per violation that the division finds willful; or

(d) ordering the consumer maintenance funding provider to make restitution to [~~an individual~~] a consumer.

(2) The division's enforcement powers under this section and Section 13-2-6 do not affect [~~an individual's~~] a consumer's legal claim against a consumer maintenance funding provider.

Section 11. Section **13-57-503** is amended to read:

13-57-503 . Applicability.

The requirements of this chapter for a consumer maintenance funding provider do not apply to:

(1) a bank while in the course of conducting a banking business as described in Section 7-3-1;

(2) a deferred deposit lender, as defined in Section 7-23-102, while engaged in the business of deferred deposit lending;

(3) a title lender, as defined in Section 7-24-102, while engaged in the business of extending a title loan; or

(4) a creditor, as defined in Section 70C-1-302, subject to the provisions of Title 70C, Utah Consumer Credit Code.

Section 12. Section **13-57-504** is enacted to read:

13-57-504 . Assignability -- Liens.

(1) The contingent right to receive an amount of the potential proceeds of a legal claim is assignable by a consumer to a consumer maintenance funding provider.

(2) Only attorney's liens related to the legal claim that is the subject of the consumer maintenance funding or Medicare or other statutory liens related to the legal claim take priority over a lien of the consumer maintenance funding provider.

Section 13. Section **13-57-505** is enacted to read:

13-57-505 . Effect of communication on privileges.

Communications between a consumer's attorney and a consumer maintenance funding provider to allow the consumer maintenance funding provider to ascertain the status of a legal claim or a legal claims expected value are not discoverable by a person against whom the

consumer asserts or files the claim.

Section 14. Section **13-57-506** is enacted to read:

13-57-506 . Joint and several liability for costs.

A maintenance funding provider is jointly and severally liable for any award or order imposing or assessing costs or monetary sanctions against a consumer or a party's legal representative arising from or relating to any civil proceeding, administrative proceeding, claim, or cause of action for which the maintenance funding provider is providing funding.

Section 15. Section **13-57-601** is enacted to read:

Part 6. Commercial Maintenance Funding

13-57-601 . Commercial maintenance funding prohibitions.

- (1) A commercial maintenance funding provider may not enter into a commercial maintenance funding agreement directly or indirectly with a foreign entity of concern or a foreign country or person of concern.
- (2) A party, an attorney, or a law firm for a party shall not disclose or share any documents or information subject to a court order to seal or protect is issued in the course of the civil proceeding with a commercial maintenance funding provider.
- (3)(a) A commercial maintenance funding provider may not make a decision, have influence, or direct the plaintiff or the plaintiff's attorney with respect to the conduct of the underlying legal claim or a settlement or resolution of the legal claim, or make a decision with respect to the conduct of the underlying legal claim or a settlement or resolution of the legal claim.
- (b) The right to make the decisions Subsection (3)(a) describes remains solely with the plaintiff and the plaintiff's attorney in the civil proceeding.

Section 16. Section **13-57-602** is enacted to read:

13-57-602 . Disclosure of a commercial maintenance funding agreement.

- (1)(a) Except as otherwise stipulated or ordered by the court, without awaiting a discovery request, a party or a party's counsel shall provide to the other parties any agreement in which a commercial maintenance funding provider has a right to receive compensation that is contingent on the outcome of the legal claim.
- (b) The disclosure obligation Subsection (1)(a) requires is a continuing obligation.
- (2) A commercial maintenance funding agreement is admissible as evidence in a court proceeding.
- (3) A plaintiff or the plaintiff's attorney shall provide the agreement Subsection (1) requires within 20 days after the day on which the parties execute the commercial maintenance

473 funding agreement.
474 Section 17. **Repealer.**
475 This bill repeals:
476 Section **13-57-101, Title.**
477 Section 18. **Effective Date.**
478 This bill takes effect on May 6, 2026.