Who's Driving This Bus?

The Promise and Perils of Third-Party Litigation Funding

Team 2 – Anthony M. Kennedy Inn of Court | October 14, 2025

OVERVIEW

Third-party litigation funding (TPLF) involves nonparties financing a lawsuit in exchange for a potential share of the recovery. While it can expand access to justice, it also introduces ethical, fiduciary, and confidentiality risks for lawyers under the California Rules of Professional Conduct (CRPC).

REGULATORY FRAMEWORK

A. Key California Rules

From *Team 2 MCLE Research*:

- Rule 1.4 – Duty to communicate and consult with clients about significant developments, including funding arrangements.
- Rule 1.6 – Duty to preserve client confidences and secrets (Bus. & Prof. Code § 6068(e)).
- Rule 1.8.6 – No acceptance of payment from a third party without:
    1. Independent judgment preserved,
    2. Confidentiality protected, and
    3. Client's informed written consent.
- Rule 1.15 – Safekeeping funds of clients and others; no commingling; prompt distribution of undisputed funds.
- Rule 1.16(e)(2) – Refund any unearned fees at termination of representation.

These rules reflect the underlying duty of loyalty and independence—that the client, not the funder, directs the litigation.

THE ETHICS OF THIRD-PARTY PAYORS

A. State Bar Formal Opinion Interim No. 11-0001 (2012)

When a nonclient pays attorney fees and there are unearned funds remaining at the end of the case:

- The refund must be made to the payor, not the client, unless a written agreement states otherwise.
- The attorney holds the funds in trust for the payor and may not disburse them to the client, even at the client's request.

- If entitlement is disputed, the attorney may interplead the funds.
- Fee agreements should specify refund terms to avoid conflict.

Key Takeaway: Under CRPC 1.15 and prior Rule 4-100, lawyers owe fiduciary duties to both client and payor where funds are held for the latter's benefit.

B. COPRAC and State Bar Guidance

The Optional Clauses and Disclosure Form (State Bar, 2019) aligns with Rule 1.8.6:

- Requires a written disclosure of:
    - Potential interference with attorney-client relationship,
    - Protection of client confidentiality, and
    - Client's informed written consent.
- The form provides two options:

1. No disclosure of case information to the payor; or
2. Limited participation by the payor with the client's consent, maintaining privilege.

Purpose: Protect client autonomy while allowing transparency in fee arrangements.

CASE STUDIES AND COMPARATIVE AUTHORITIES

A. Daily Journal (Koger & Fellner, 2020) – State Bar Opinion No. 2020-204

- Distinguishes consumer and commercial litigation funding.
- Warns that funders' settlement or control clauses can undermine an attorney's independent professional judgment.
- Attorneys must:
    - Understand the funding contract,
    - Explain all material risks,
    - Avoid conflicts of loyalty,
    - Obtain informed written consent, and
    - Guard client confidences.

Failure to observe these duties may lead to disciplinary action or malpractice exposure.

B. San Diego Bar Association – *Ethics in Brief: Can a Third Party Pay a Client's Fees?*

- The client—not the payor—is always the client.

- Requires:
    1. No interference,
    2. Confidentiality maintained, and
    3. Written client consent.
- Refunds go to the payor unless the agreement specifies otherwise (COPRAC 2013-187).

C. Pashman Stein LLP – *Third-Party Payers of Legal Fees: Proceed with Caution* (2015)

- *In re State Grand Jury Investigation* (N.J. 2009) imposed six conditions for lawful third-party payment.
- Highlights continuing obligations:
    - Payor cannot unilaterally stop paying fees without court approval.
    - Disagreements over strategy do not justify terminating payment.
- Lawyers must ensure funders do not direct litigation strategy.

POLICY DEBATE: ACCESS TO JUSTICE VS. ETHICAL CONTROL

A. Anthony Sebok (NY Times 2016)

- Argues TPLF promotes justice and deters wrongdoing, citing *NAACP v. Button* (1961).
- Notes that third-party funding enables small litigants to withstand well-funded defendants.
- Concludes that funding does not distort the facts or law—it merely increases access to the courtroom.

B. Laurel Terry (NY Times 2010)

- Warns that U.S. regulation is inconsistent and outdated.
- Highlights tension between fee-sharing prohibitions and global funding practices.
- Calls for thoughtful regulation, noting the diversity of funders and litigants.

CONFIDENTIALITY AND MEDIATION RISKS

San Francisco Bar Association – *Navigating the Black Hole of California's Mediation Confidentiality Statutes* (2018)

- Evidence Code §§ 1115–1129 makes virtually all mediation communications inadmissible.
- *Cassel v. Superior Court* (2011) 51 Cal.4th 113: No "malpractice" exception—attorneys' conduct in mediation is shielded from later suits.

- *Amis v. Greenberg Traurig* (2015) 235 Cal.App.4th 331: Clients cannot sue for pre-mediation advice that led to settlement.
- Ethical issue: Attorneys may have a duty to warn clients about these consequences (*Wimsatt v. Superior Court* (2007) 152 Cal.App.4th 137).
- Best practice: Provide a written disclosure and acknowledgment under Evidence Code § 1129(a) before mediation.

FIDUCIARY AND TRUST ACCOUNT DUTIES

Rule 1.15 (Safekeeping Funds)

- Requires clear accounting and segregation of funds for clients or third parties.
- Lawyers act as fiduciaries for non-clients when holding their funds (*Johnstone v. State Bar* (1966) 64 Cal.2d 153).
- Violating this duty may constitute conversion or disciplinary misconduct.

Rule 1.16(e)(2)

- Any unearned advance fee must be promptly refunded upon termination of the representation, whether paid by the client or a third party.

PRACTICAL GUIDANCE FOR PRACTITIONERS

1. Assess necessity – Explore client alternatives before involving funders.
2. Educate and document – Explain all material risks; obtain informed written consent.
3. Use State Bar disclosure forms – Clarify refund, confidentiality, and control terms.
4. Keep separate accounts – Maintain clear ledgers per Rule 1.15.
5. Stay independent – Never let a funder influence litigation decisions.
6. Protect confidences – No funder access without written client consent.
7. Disclose mediation limits – Comply with Evidence Code § 1129 for client advisement.
8. Anticipate disputes – Consider interpleader when payor and client disagree on fund disposition.

CONCLUSIONS

Third-party litigation funding can democratize access to justice but simultaneously challenges the attorney's core ethical duties—loyalty, independence, competence, and confidentiality. California's evolving framework—through Formal Opinion 2020-204, Interim Opinion 11-0001, and the Rules of Professional Conduct—requires that lawyers:

- Place the client's interests first,
- Disclose risks fully,
- Maintain independence, and
- Safeguard trust funds with precision.

When in doubt, remember:

The client—not the funder—drives the bus.

***The Anthony M. Kennedy Inn of Court certifies that this activity has been approved for MCLE credit by the State Bar of California.**

Team 2 – Kennedy Inn of Court – October 14, 2025

Who's Driving This Bus? The Promise and Perils of Third-Party Litigation Funding

California Rules of Professional Conduct

Rule 1.4 Communication with Clients (Rule Approved by the Supreme Court, Effective January 1, 2023)

(a) A lawyer shall:

(1) promptly inform the client of any decision or circumstance with respect to which disclosure or the client's informed consent* is required by these rules or the State Bar Act;
(2) reasonably* consult with the client about the means by which to accomplish the client's objectives in the representation;
(3) keep the client reasonably* informed about significant developments relating to the representation, including promptly complying with reasonable* requests for information and copies of significant documents when necessary to keep the client so informed; and
(4) advise the client about any relevant limitation on the lawyer's conduct when the lawyer knows* that the client expects assistance not permitted by the Rules of Professional Conduct or other law.

(b) A lawyer shall explain a matter to the extent reasonably* necessary to permit the client to make informed decisions regarding the representation.
(c) A lawyer may delay transmission of information to a client if the lawyer reasonably believes* that the client would be likely to react in a way that may cause imminent harm to the client or others.
(d) A lawyer's obligation under this rule to provide information and documents is subject to any applicable protective order, non-disclosure agreement, or limitation under statutory or decisional law.

Comment

[1] A lawyer will not be subject to discipline under paragraph (a)(3) of this rule for failing to communicate insignificant or irrelevant information. (See Bus. & Prof. Code, § 6068, subd. (m).) Whether a particular development is significant will generally depend on the surrounding facts and circumstances. For example, a lawyer's receipt of funds on behalf of a client requires communication with the client pursuant to rule 1.15, paragraphs (d)(1) and (d)(4) and ordinarily is also a significant development requiring communication with the client pursuant to this rule.

[2] A lawyer may comply with paragraph (a)(3) by providing to the client copies of significant documents by electronic or other means. This rule does not prohibit a lawyer from seeking recovery of the lawyer's expense in any subsequent legal proceeding.

[3] Paragraph (c) applies during a representation and does not alter the obligations applicable at termination of a representation. (See rule 1.16(e)(1).) The repealed prior version of this rule that was effective from November 1, 2018 to December 31, 2022, and the Executive Summary concerning those amendments can be found here. 2

[4] This rule is not intended to create, augment, diminish, or eliminate any application of the work product rule. The obligation of the lawyer to provide work product to the client shall be governed by relevant statutory and decisional law.

Rule 1.6 Confidential Information of a Client (Rule Approved by the Supreme Court, Effective November 1, 2018)

(a) A lawyer shall not reveal information protected from disclosure by Business and Professions Code section 6068, subdivision (e)(1) unless the client gives informed consent,* or the disclosure is permitted by paragraph (b) of this rule.
(b) A lawyer may, but is not required to, reveal information protected by Business and Professions Code section 6068, subdivision (e)(1) to the extent that the lawyer reasonably believes* the disclosure is necessary to prevent a criminal act that the lawyer reasonably believes* is likely to result in death of, or substantial* bodily harm to, an individual, as provided in paragraph (c).
(c) Before revealing information protected by Business and Professions Code section 6068, subdivision (e)(1) to prevent a criminal act as provided in paragraph (b), a lawyer shall, if reasonable* under the circumstances:

(1) make a good faith effort to persuade the client: (i) not to commit or to continue the criminal act; or (ii) to pursue a course of conduct that will prevent the threatened death or substantial* bodily harm; or do both (i) and (ii); and
(2) inform the client, at an appropriate time, of the lawyer's ability or decision to reveal information protected by Business and Professions Code section 6068, subdivision (e)(1) as provided in paragraph (b).

(d) In revealing information protected by Business and Professions Code section 6068, subdivision (e)(1) as provided in paragraph (b), the lawyer's disclosure must be no more than is necessary to prevent the criminal act, given the information known* to the lawyer at the time of the disclosure.
(e) A lawyer who does not reveal information permitted by paragraph (b) does not violate this rule.

Rule 1.8.2 Use of Current Client's Information (Rule Approved by the Supreme Court, Effective November 1, 2018)

A lawyer shall not use a client's information protected by Business and Professions Code section 6068, subdivision (e)(1) to the disadvantage of the client unless the client gives informed consent,* except as permitted by these rules or the State Bar Act.

Comment

A lawyer violates the duty of loyalty by using information protected by Business and Professions Code section 6068, subdivision (e)(1) to the disadvantage of a current client.

Rule 1.8.6 Compensation from One Other than Client (Rule Approved by the Supreme Court, Effective November 1, 2018)

A lawyer shall not enter into an agreement for, charge, or accept compensation for representing a client from one other than the client unless:

(a) there is no interference with the lawyer's independent professional judgment or with the lawyer-client relationship;
(b) information is protected as required by Business and Professions Code section 6068, subdivision (e)(1) and rule 1.6; and
(c) the lawyer obtains the client's informed written consent* at or before the time the lawyer has entered into the agreement for, charged, or accepted the compensation, or as soon thereafter as reasonably* practicable, provided that no disclosure or consent is required if:

(1) nondisclosure or the compensation is otherwise authorized by law or a court order; or
(2) the lawyer is rendering legal services on behalf of any public agency or nonprofit organization that provides legal services to other public agencies or the public.

Comment

[1] A lawyer's responsibilities in a matter are owed only to the client except where the lawyer also represents the payor in the same matter. With respect to the lawyer's additional duties when representing both the client and the payor in the same matter, see rule 1.7.
[2] A lawyer who is exempt from disclosure and consent requirements under paragraph (c) nevertheless must comply with paragraphs (a) and (b).
[3] This rule is not intended to abrogate existing relationships between insurers and insureds whereby the insurer has the contractual right to unilaterally select counsel for the insured, where there is no conflict of interest. (See *San Diego Navy Federal Credit Union v. Cumis Insurance Society* (1984) 162 Cal.App.3d 358 [208 Cal.Rptr. 494].).
[4] In some limited circumstances, a lawyer might not be able to obtain client consent before the lawyer has entered into an agreement for, charged, or accepted compensation, as required by this rule. This might happen, for example, when a lawyer is retained or paid by a family member on behalf of an incarcerated client or in certain commercial settings, such as when a lawyer is retained by a creditors' committee involved in a corporate debt restructuring and agrees to be compensated for any services to be provided to other similarly situated creditors who have not yet been identified. In such limited situations, paragraph (c) permits the lawyer to comply with this rule as soon thereafter as is reasonably* practicable. 2
[5] This rule is not intended to alter or diminish a lawyer's obligations under rule 5.4(c)

Rule 1.15 Safekeeping Funds and Property of Clients and Other Persons (Rule Approved by the Supreme Court, Effective January 1, 2023)

Rule 1.15 [4-100] (2023) (Link to the full rule which has been attached as a pdf)

Excerpt below

a) All funds received or held by a lawyer or law firm* for the benefit of a client, **or other person*** to whom the lawyer owes a contractual, statutory, or other legal duty, including advances for fees, costs and expenses, shall be deposited in one or more identifiable bank accounts labeled "Trust

Account" or words of similar import, maintained in the State of California, or, with written* consent of the client, in any other jurisdiction where there is a substantial* relationship between the client or the client's business and the other jurisdiction.

Comment

[1] Whether a lawyer owes a contractual, statutory or other legal duty under paragraph (a) to hold funds on behalf of a person* **other than a client in situations where client funds are subject to a third-party lien will depend on the relationship between the lawyer and the third-party, whether the lawyer has assumed a contractual obligation to the third person* and whether the lawyer has an independent obligation to honor the lien under a statute or other law**. In certain circumstances, a lawyer may be civilly liable when the lawyer has notice of a lien and disburses funds in contravention of the lien. (See *Kaiser Foundation Health Plan, Inc. v. Aguiluz* (1996) 47 Cal.App.4th 302 [54 Cal.Rptr.2d 665].) However, civil liability by itself does not establish a violation of this 4 rule. (Compare *Johnstone v. State Bar of California* (1966) 64 Cal.2d 153, 155-156 [49 Cal.Rptr. 97] ["'When an attorney assumes a fiduciary relationship and violates his duty in a manner that would justify disciplinary action if the relationship had been that of attorney and client, he may properly be disciplined for his misconduct.'"] with *Crooks v. State Bar* (1970) 3 Cal.3d 346, 358 [90 Cal.Rptr. 600] [lawyer who agrees to act as escrow or stakeholder for a client and a third-party owes a duty to the nonclient with regard to held funds].)

Rule 1.16 Declining or Terminating Representation (Rule Approved by the Supreme Court, Effective June 1, 2020)

(a) Except as stated in paragraph (c), a lawyer shall not represent a client or, where representation has commenced, shall withdraw from the representation of a client if:

(1) the lawyer knows* or reasonably should know* that the client is bringing an action, conducting a defense, asserting a position in litigation, or taking an appeal, without probable cause and for the purpose of harassing or maliciously injuring any person;*

(2) the lawyer knows* or reasonably should know* that the representation will result in violation of these rules or of the State Bar Act;

(3) the lawyer's mental or physical condition renders it unreasonably difficult to carry out the representation effectively; or

(4) the client discharges the lawyer.

(b) Except as stated in paragraph (c), a lawyer may withdraw from representing a client if:

(1) the client insists upon presenting a claim or defense in litigation, or asserting a position or making a demand in a non-litigation matter, that is not warranted under existing law and cannot be supported by good faith argument for an extension, modification, or reversal of existing law;

(2) the client either seeks to pursue a criminal or fraudulent* course of conduct or has used the lawyer's services to advance a course of conduct that the lawyer reasonably believes* was a crime or fraud;*

(3) the client insists that the lawyer pursue a course of conduct that is criminal or fraudulent;*

(4) the client by other conduct renders it unreasonably difficult for the lawyer to carry out the representation effectively;

(5) the client breaches a material term of an agreement with, or obligation, to the lawyer relating to the representation, and the lawyer has given the client a reasonable* warning after the breach that the lawyer will withdraw unless the client fulfills the agreement or performs the obligation; (6) the client knowingly* and freely assents to termination of the representation;

(7) the inability to work with co-counsel indicates that the best interests of the client likely will be served by withdrawal; The repealed prior version of this rule that was effective from November 1, 2018 to May 31, 2020, and the Executive Summary concerning those amendments can be found here. 2

(8) the lawyer's mental or physical condition renders it difficult for the lawyer to carry out the representation effectively;

(9) a continuation of the representation is likely to result in a violation of these rules or the State Bar Act; or

(10) the lawyer believes* in good faith, in a proceeding pending before a tribunal,* that the tribunal* will find the existence of other good cause for withdrawal.

(c) If permission for termination of a representation is required by the rules of a tribunal,* a lawyer shall not terminate a representation before that tribunal* without its permission.

(d) A lawyer shall not terminate a representation until the lawyer has taken reasonable* steps to avoid reasonably* foreseeable prejudice to the rights of the client, such as giving the client sufficient notice to permit the client to retain other counsel, and complying with paragraph (e). (e) Upon the termination of a representation for any reason:

(1) subject to any applicable protective order, non-disclosure agreement, statute or regulation, the lawyer promptly shall release to the client, at the request of the client, all client materials and property. "Client materials and property" includes correspondence, pleadings, deposition transcripts, experts' reports and other writings,* exhibits, and physical evidence, whether in tangible, electronic or other form, and other items reasonably* necessary to the client's representation, whether the client has paid for them or not; and

(2) the lawyer promptly shall refund any part of a fee or expense paid in advance that the lawyer has not earned or incurred. This provision is not applicable to a true retainer fee paid solely for the purpose of ensuring the availability of the lawyer for the matter.

Rule 1.18 Duties to Prospective Client (Rule Approved by the Supreme Court, Effective November 1, 2018)

(a) A person* who, directly or through an authorized representative, consults a lawyer for the purpose of retaining the lawyer or securing legal service or advice from the lawyer in the lawyer's professional capacity, is a prospective client.

(b) Even when no lawyer-client relationship ensues, a lawyer who has communicated with a prospective client shall not use or reveal information protected by Business and Professions Code section 6068, subdivision (e) and rule 1.6 that the lawyer learned as a result of the consultation, except as rule 1.9 would permit with respect to information of a former client.

(c) A lawyer subject to paragraph (b) shall not represent a client with interests materially adverse to those of a prospective client in the same or a substantially related matter if the lawyer received from the prospective client information protected by Business and Professions Code section 6068,

subdivision (e) and rule 1.6 that is material to the matter, except as provided in paragraph (d). If a lawyer is prohibited from representation under this paragraph, no lawyer in a firm* with which that lawyer is associated may knowingly* undertake or continue representation in such a matter, except as provided in paragraph (d).

(d) When the lawyer has received information that prohibits representation as provided in paragraph (c), representation of the affected client is permissible if:

(1) both the affected client and the prospective client have given informed written consent,* or

(2) the lawyer who received the information took reasonable* measures to avoid exposure to more information than was reasonably* necessary to determine whether to represent the prospective client; and (i) the prohibited lawyer is timely screened* from any participation in the matter and is apportioned no part of the fee therefrom; and (ii) written* notice is promptly given to the prospective client to enable the prospective client to ascertain compliance with the provisions of this rule.

Rule 4.1 Truthfulness in Statements to Others (Rule Approved by the Supreme Court, Effective November 1, 2018)

In the course of representing a client a lawyer shall not knowingly:*

(a) make a false statement of material fact or law to a third person;* or

(b) fail to disclose a material fact to a third person* when disclosure is necessary to avoid assisting a criminal or fraudulent* act by a client, unless disclosure is prohibited by Business and Professions Code section 6068, subdivision (e)(1) or rule 1.6.

Business & Professions Code

6068.

It is the duty of an attorney to do all of the following:

(a) To support the Constitution and laws of the United States and of this state.

(b) To maintain the respect due to the courts of justice and judicial officers.

(c) To counsel or maintain those actions, proceedings, or defenses only as appear to him or her legal or just, except the defense of a person charged with a public offense.

(d) To employ, for the purpose of maintaining the causes confided to him or her those means only as are consistent with truth, and never to seek to mislead the judge or any judicial officer by an artifice or false statement of fact or law.

(e) (1) To maintain inviolate the confidence, and at every peril to himself or herself to preserve the secrets, of his or her client.

(2) Notwithstanding paragraph (1), an attorney may, but is not required to, reveal confidential information relating to the representation of a client to the extent that the attorney reasonably believes the disclosure is necessary to prevent a criminal act that the attorney reasonably believes is likely to result in death of, or substantial bodily harm to, an individual.

(f) To advance no fact prejudicial to the honor or reputation of a party or witness, unless required by the justice of the cause with which he or she is charged.

(g) Not to encourage either the commencement or the continuance of an action or proceeding from any corrupt motive of passion or interest.

(h) Never to reject, for any consideration personal to himself or herself, the cause of the defenseless or the oppressed.

(i) To cooperate and participate in any disciplinary investigation or other regulatory or disciplinary proceeding pending against himself or herself. However, this subdivision shall not be construed to deprive an attorney of any privilege guaranteed by the Fifth Amendment to the Constitution of the United States, or any other constitutional or statutory privileges. This subdivision shall not be construed to require an attorney to cooperate with a request that requires him or her to waive any constitutional or statutory privilege or to comply with a request for information or other matters within an unreasonable period of time in light of the time constraints of the attorney's practice. Any exercise by an attorney of any constitutional or statutory privilege shall not be used against the attorney in a regulatory or disciplinary proceeding against him or her.

(j) To comply with the requirements of Section 6002.1.

(k) To comply with all conditions attached to any disciplinary probation, including a probation imposed with the concurrence of the attorney.

(l) To keep all agreements made in lieu of disciplinary prosecution with the State Bar.

(m) To respond promptly to reasonable status inquiries of clients and to keep clients reasonably informed of significant developments in matters with regard to which the attorney has agreed to provide legal services.

(n) To provide copies to the client of certain documents under time limits and as prescribed in a rule of professional conduct which the board shall adopt.

(o) To report to the State Bar, in writing, within 30 days of the time the attorney has knowledge of any of the following:

(1) The filing of three or more lawsuits in a 12-month period against the attorney for malpractice or other wrongful conduct committed in a professional capacity.

(2) The entry of judgment against the attorney in a civil action for fraud, misrepresentation, breach of fiduciary duty, or gross negligence committed in a professional capacity.

(3) The imposition of judicial sanctions against the attorney, except for sanctions for failure to make discovery or monetary sanctions of less than one thousand dollars ($1,000).

(4) The bringing of an indictment or information charging a felony against the attorney.

(5) The conviction of the attorney, including any verdict of guilty, or plea of guilty or no contest, of a felony, or a misdemeanor committed in the course of the practice of law, or in a manner in which a client of the attorney was the victim, or a necessary element of which, as determined by the statutory or common law definition of the misdemeanor, involves improper conduct of an attorney, including dishonesty or other moral turpitude, or an attempt or a conspiracy or solicitation of another to commit a felony or a misdemeanor of that type.

(6) The imposition of discipline against the attorney by a professional or occupational disciplinary agency or licensing board, whether in California or elsewhere.

(7) Reversal of judgment in a proceeding based in whole or in part upon misconduct, grossly incompetent representation, or willful misrepresentation by an attorney.

(8) As used in this subdivision, "against the attorney" includes claims and proceedings against any firm of attorneys for the practice of law in which the attorney was a partner at the time of the conduct complained of and any law corporation in which the attorney was a shareholder at the time of the conduct complained of unless the matter has to the attorney's knowledge already been reported by the law firm or corporation.

(9) The State Bar may develop a prescribed form for the making of reports required by this section, usage of which it may require by rule or regulation.

(10) This subdivision is only intended to provide that the failure to report as required herein may serve as a basis of discipline.

(Amended by Stats. 2018, Ch. 659, Sec. 50. (AB 3249) Effective January 1, 2019.)

Additional Research & Articles – PDF Files

Daily Journal Article – 10/9/2020

State Bar of California – Optional Clauses & Disclosure Form

State Bar of California – Formal Opinion Interim No. 11-001 – Who is entitled to the refund of remaining advance fees at the end of a case where fees were paid by a non-client?

San Francisco Bar Association – Fall 2018 – Navigating the Black Hole of California's Mediation Confidentiality Statutes

San Diego Bar Association – Ethics in Brief – Can a Third Party Pay a Client's Fees?

Third Party Payers of Legal Fees: Proceed with Caution – 10/26/15

New York Times Opinion – Laurel Terry – 11/15/2010 – Regulating the Industry Won't be Easy

New York Times Opinion – Anthony Sebok – 5/27/2016 – Third-Party Litigation Finance Promotes Justice and Deters Wrongdoing

"The Anthony M. Kennedy Inn of Court certifies that this activity has been approved for MCLE credit by the State Bar of California."