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Ethical Boundaries in Litigation Funding and Case Management

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- Privilege
- Work Product
- Rules Regarding Disclosure
- *Nimitz*: The Duty Of Loyalty, Control Of The Litigation, And Unauthorized Practice Of Law
- ABA's Best Practices

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Common Interest Privilege

“[A]s explained by the Special Master, ‘even accepting Plaintiff's representation’ of the confidential relationship between Plaintiff's counsel and Hamilton Capital's counsel, ‘it [does not] appear that there was any written agreement at [the time of the communications] to have a legally “common interest” in whatever was provided by Plaintiff.’ (Id.). Furthermore, the Special Master explained that the ‘documents were provided before any agreement was reached between Plaintiff and Hamilton Capital, and before any litigation was filed.’ (D.I. 361 at 7). Thus, Plaintiff has not shown that Plaintiff and Hamilton Capital possessed identical legal interests in the patents-in suit or were otherwise ‘allied in a common legal cause’ at the time of the communications. *Leader Techs.*, 719 F. Supp. 2d at 376; *In re Regents of the Univ. of Cal*, 101 F.3d at 1389.”

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Work Product: District of Delaware

The documents were thus prepared with a “primary” purpose of obtaining a loan, as opposed to aiding in possible future litigation. For that reason alone, the communications are not work product. . . .

Here, Hamilton Capital is not a party to the litigation. For that separate reason, the communications are not work product.

Work Product: Western District of Pennsylvania

The communications in the relevant periods concerned [redacted text] in anticipation of litigation to enforce the patent and, later, in anticipation of litigation to reacquire the '988 patent from Acacia. (Lambeth Declaration at ¶¶ 5-8.) [redacted text] Id. As previously found, these communications took place during a period when Lambeth actually and reasonably foresaw litigation. And, the evidence clearly establishes that these communications were primarily, perhaps exclusively, for the purpose of preparing for litigation.

Work Product: Western District of Pennsylvania

Defendants' arguments premised on the non-legal nature of Plaintiff's relationships with [redacted text] are unavailing. Even if the Court were to fully credit this argument and consider the relationships to be commercial, the materials nonetheless fall within work-product immunity because they were communications with Plaintiff's agents and in anticipation of litigation.

Work Product: Western District of Pennsylvania

Defendants also seek an unredacted copy of Plaintiff's agreement with [redacted text], which contains information relevant to LMS's and [redacted text]. Like the materials discussed above, Plaintiff's agreement with [redacted text] was undisputedly prepared in anticipation of the instant litigation and for the purpose of pursuing the litigation. As a result, all of these materials are shielded under work product protection.

Work Product: Western District of Pennsylvania

Defendants cite several cases for the proposition that commercial communications and fee arrangements cannot be privileged. However, these cases primarily analyze the application of the attorney-client privilege, for which a lawyer-client relationship is essential.

Work Product: Eastern District of Texas

Subject to nondisclosure agreements, Inpro provided a number of investment brokers and potential investors with slide presentations and other documents that contained disclosures of Inpro's licensing and litigation strategies and also estimates of licensing and litigation revenues. . . .

A subset of these documents is the issue on this motion to compel. The parties dispute whether the documents are privileged and/or protected by the work product doctrine or whether the documents are discoverable.

Mondis Technology Ltd. v. LG Electronics, Inc., 2:08-cv-478-TJW (E.D. Tex., May 4, 2011).

Work Product: Eastern District of Texas

The work product protection applies only to documents “prepared in anticipation of litigation.” Fed.R.Civ.P. 26(b)(3). The Fifth Circuit has stated, however, that the protection “can apply where litigation is not imminent, ‘as long as the primary motivating purpose behind the creation was to aid in possible future litigation.’ “ *In re Kaiser Aluminum and Chem. Co.*, 214 F.3d 586, 593 (5th Cir.2000) (citations omitted).

Mondis Technology Ltd. v. LG Electronics, Inc., 2:08-cv-478-TJW (E.D. Tex., May 4, 2011).

Work Product: Eastern District of Texas

Finally, although the protection may be by disclosing the documents to third parties, “[d]isclosure of work-product waives the work-product protection only if work-product is given to adversaries or treated in a manner than substantially increases the likelihood that an adversary will come into possession of the material.”

Mondis Technology Ltd. v. LG Electronics, Inc., 2:08-cv-478-TJW (E.D. Tex., May 4, 2011).

Work Product: Eastern District of Texas

“All of the documents were prepared, however, with the intention of coordinating potential investors to aid in future possible litigation. The Court holds that these documents are protected by the work product protection. Furthermore, although these documents were disclosed to third parties, the disclosures do not create a waiver because they were disclosed subject to non disclosure agreements and thus did not substantially increase the likelihood that an adversary would come into possession of the materials. Because the Court holds that the documents are protected by the work product protection, the Court need not reach the issue of attorney-client privilege.”

Mondis Technology Ltd. v. LG Electronics, Inc., 2:08-cv-478-TJW (E.D. Tex., May 4, 2011).

Work Product: Eastern District of Texas

“The Court finds that In Camera Exhibits A-D are protected under the work product doctrine. . . . [T]he in camera documents contain Plaintiffs' counsel's ‘mental processes,’ which the work product doctrine protects. Accordingly, the Court concludes that In Camera Exhibits A-D were created in anticipation of litigation and the primary motivating purpose behind the creation of such documents was to aid in possible future litigation—here, the above-captioned case.

Plaintiffs did not waive the work product protection by disclosing In Camera Exhibits A-D to possible or actual third-party funders. . . . Plaintiffs disclosed In Camera Exhibits A-D to such third parties pursuant to NDAs, and each page of the in camera documents was clearly labelled “Attorney Work Product & Attorney Client Privileged - CONFIDENTIAL SUBJECT TO NDA,” which preserves confidentiality and does not waive it.”

Hardin v. Samsung Elecs. Co., No. 2:21-CV-00290-JRG, 2022 U.S. Dist. LEXIS 194602, at *6 (E.D. Tex. Oct. 25, 2022) (internal citations omitted).

Work Product: Eastern District of Texas

“Samsung **has not provided a substantial need** for In Camera Exhibits A-D. Although Samsung contends that it has a substantial need for the factual information contained within the in camera documents, Samsung makes **no such claim as to the mental impressions of Plaintiffs' counsel contained therein**. Relevance does not obviate confidentiality. It merely establishes a basis upon which privilege and confidentiality can be tested. Here, Plaintiffs' claims of attorney work product pass such tests.”

Work Product: Western District of Texas

“Precedent in the Western District of Texas has consistently denied motions to compel production of information related to litigation funding. See Trustees of Purdue Univ. v. STMicroelectronics N.V., No. 6:21-CV-00727-ADA, Dkt. 250 (W.D. Tex. Jan. 18, 2023); Mullen Indus. LLC v. Apple Inc., No. 6:22-CV-00145, Dkt. 64 at p. 5 (W.D. Tex. Oct. 19, 2022).”

Lower48 IP LLC v. Shopify, Inc., Case No. 6:22-cv-00997 (W.D. Tex. Nov. 2, 2023).

Work Product: Southern District of California

“Although there is a dearth of case law regarding the applicability of the work-product doctrine to litigation funding documents, the district courts that have addressed this issue have found this protection applicable.

....

Having reviewed the sealed declaration by Karabinis, the sealed privilege log, and the Defendants' position on them, the Court finds that the clawed back documents were prepared in anticipation of litigation. See Fed. R. Civ. P. 26(b)(3)(A). Although litigation had not yet commenced, the documents were created because litigation was expected. This is sufficient to bring them within the protections of the work-product doctrine.”

Odyssey Wireless, Inc. v. Samsung Electronics Co. Ltd. Case Nos. 3:15-cv-01738-H (RBB), 3:15-cv-01743-H (RBB), 3:15-cv-01735-H (RBB) (S.D. California, Sept. 20, 2016).

Work Product: Southern District of California

“Several courts have found that the attorney work-product protection that attaches to litigation financing documents is not waived when these documents are disclosed to third-party litigation funders.

....

Here, the Court finds that no waiver of the attorney work-product privilege took place by disclosure of the documents to third parties. These disclosures occurred pursuant to confidentiality agreements and an expectation that the information would remain confidential. (See Opp'n 18, ECF No. 279.) This did not increase the likelihood that an adversary would come to possess them. *See Mondis Tech.*, 2011 WL 1714304, at *3. Moreover, regardless of the Defendants' protestations, the third parties here shared a common interest with Odyssey. *See Cal. Sportfishing Prot. Alliance*, 299 F.R.D. at 645 (quoting *In re Doe*, 662 F.2d at 1081). As a result, there was no waiver.”

Odyssey Wireless, Inc. v. Samsung Electronics Co. Ltd. Case Nos. 3:15-cv-01738-H (RBB), 3:15-cv-01743-H (RBB), 3:15-cv-01735-H (RBB) (S.D. California, Sept. 20, 2016).

Work Product: Southern District of California

“Despite the applicability of the attorney work-product privilege to the documents at issue, they may still be discovered if ‘(i) they are otherwise discoverable under Rule 26(b)(1); and (ii) the party shows that it has substantial need for the materials to prepare its case and cannot, without undue hardship, obtain their substantial equivalent by other means.’ Fed. R. Civ. P. 26(b)(3)(A).

.... The Court finds that Defendants have met both requirements of Federal Rule of Civil Procedure 26(b)(3)(A) to compel production of the documents at issue, despite the applicability of the work-product doctrine.

... Here, Defendants have demonstrated relevance of the documents with regard to the valuations of Odyssey's patents. As a result, portions of the documents that do not address these valuations may be redacted before production.”

Work Product: Southern District of California

“As discussed above, the documents in dispute are protected by the attorney work-product privilege. Consequently, deposition questions regarding mental impressions contained in the documents are barred by this doctrine. *See id.* But questioning regarding the underlying facts and communications surrounding these documents is permitted.”

Work Product: Southern District of California

“As other courts have recognized, ‘[t]here is a split of authority on whether a plaintiff's source of litigation funding is within the scope of relevant discovery.’ *Impact Engine, Inc. v. Google LLC*, No. 19-cv-1301-CAB-DEB, 2020 U.S. Dist. LEXIS 145636, at * 3 (S.D. Cal. Aug. 12, 2020) (citing *V5 Techs. v. Switch, Inc.*, 334 F.R.D. 306, 312 (D. Nev. 2019); *In re Valsartan N-Nitrosodimethylamine (NDMA) Contam. Prod. Liab. Lit.*, 405 F. Supp. 3d 612, 614 (D.N.J. 2019) (‘At bottom, courts are split on the issue....’)). However, in patent litigation cases, ‘courts have generally ruled that litigation funding agreements and related documents are relevant and discoverable.’ *Id.* at *4.”

“This Court agrees with other courts in this district that have found litigation funding agreements and related documents can be ‘directly relevant’ to ‘the valuations placed on the ... patents prior to the present litigation.’”

Taction Technology, Inc. v. Apple Inc., Case No.: 21-cv-00812-TWR-JLB (S.D. California, March 16, 2022).

Work Product: Southern District of California

“It is clear to the Court these documents were created by or for Plaintiff in anticipation of litigation. Furthermore, many of the documents include express confidentiality provisions regarding the litigation funding agreements, the terms, and the information related to them. Therefore, the Court finds that the documents submitted by Plaintiff for in camera review—which contain patent valuations and are responsive to RFP Nos. 48, 50, and 51—qualify as work product. Moreover, this Court agrees with other courts in this district that have found that the work-product doctrine applies to litigation funding agreements and related documents.”

Taction Technology, Inc. v. Apple Inc., Case No.: 21-cv-00812-TWR-JLB (S.D. California, March 16, 2022) (internal quotation marks and citations omitted).

Work Product: Southern District of California

“On the other hand, Defendant's Interrogatory No. 6 only requests Plaintiff to identify litigation funders, litigation agreements, and documents related to patent valuation. The Court does not consider the existence of these documents and the people/entities who are parties to them to be protected information under the work-product doctrine. These facts constitute intangible information that do not reveal the mental impressions or strategies of the attorneys. Indeed, Plaintiff cites no authority suggesting that every unwritten fact collected or developed by an attorney in preparation for litigation is protected from discovery. Thus, there is no need to analyze substantial need with respect to Interrogatory No. 6 and the Court GRANTS Defendant's Motion to Compel as to the modified version of this interrogatory.”

Taction Technology, Inc. v. Apple Inc., Case No.: 21-cv-00812-TWR-JLB (S.D. California, March 16, 2022) (internal quotation marks and citations omitted).

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Rules Regarding Disclosure

- Federal District Courts:
 - District of New Jersey
 - District of Delaware
 - Northern District of California
- State Statutes:
 - Wisconsin
 - West Virginia

Rules Regarding Disclosure: District of New Jersey

Civ. RULE 7.1.1 DISCLOSURE OF THIRD-PARTY LITIGATION FUNDING

(a) Within 30 days of filing an initial pleading or transfer of the matter to this district, including the removal of a state action, or promptly after learning of the information to be disclosed, all parties, including intervening parties, shall file a statement (separate from any pleading) containing the following information regarding any person or entity that is not a party and is providing funding for some or all of the attorneys' fees and expenses for the litigation on a non-recourse basis in exchange for (1) a contingent financial interest based upon the results of the litigation or (2) a non-monetary result that is not in the nature of a personal or bank loan, or insurance:

1. The identity of the funder(s), including the name, address, and if a legal entity, its place of formation;
2. Whether the funder's approval is necessary for litigation decisions or settlement decisions in the action and if the answer is in the affirmative, the nature of the terms and conditions relating to that approval; and
3. A brief description of the nature of the financial interest.

(b) The parties may seek additional discovery of the terms of any such agreement upon a showing of good cause that the non-party has authority to make material litigation decisions or settlement decisions, the interests of parties or the class (if applicable) are not being promoted or protected, or conflicts of interest exist, or such other disclosure is necessary to any issue in the case.

Rules Regarding Disclosure: District of Delaware (Chief Judge Connolly)

Applies to cases “where a party has made arrangements to receive from a person or entity that is not a party (a "Third-Party Funder") funding for some or all of the party's attorney fees and/or expenses to litigate this action on a non-recourse basis in exchange for (1) a financial interest that is contingent upon the results of the litigation or (2) a non-monetary result that is not in the nature of a personal loan, bank loan, or insurance[.]”

“[T]he party receiving such funding shall file a statement (separate from any pleading) containing the following information”

- “The **identity, address**, and, if a legal entity, **place of formation** of the Third-Party Funder(s);”
- “Whether any Third-Party Funder’s **approval is necessary for litigation or settlement decisions** in the action, and if the answer is in the affirmative, the **nature of the terms and conditions** relating to that approval; and”
- “A brief description of the **nature of the financial interest** of the Third-Party Funder(s).”

District of Delaware, Standing Order Re: Third Party Litigation Funding Arrangements, April 8, 2022.

Rules Regarding Disclosure: District of Delaware (Chief Judge Connolly)

“Parties may seek additional discovery of the terms of a party’s arrangement with any Third-Party Funder upon a showing that the Third-Party Funder has authority to make material litigation decisions or settlement decisions, the interests of any funded parties or the class (if applicable) are not being promoted or protected by the arrangement, conflicts of interest exist as a result of the arrangement, or other such good cause exists.”

District of Delaware, Standing Order Re: Third Party
Litigation Funding Arrangements, April 8, 2022.

Rules Regarding Disclosure: Northern District of California

17. Disclosure of Non-party Interested Entities or Persons: Whether each party has filed the “Certification of Interested Entities or Persons” required by Civil Local Rule 3-15. In addition, each party must restate in the case management statement the contents of its certification by identifying any persons, firms, partnerships, corporations (including parent corporations) or other entities known by the party to have either: (i) a financial interest in the subject matter in controversy or in a party to the proceeding; or (ii) any other kind of interest that could be substantially affected by the outcome of the proceeding. In any proposed class, collective, or representative action, the required disclosure includes any person or entity that is funding the prosecution of any claim or counterclaim.

Northern District of California, Standing Order for All Judges, Updated Nov. 30, 2023.

Rules Regarding Disclosure: Wisconsin

SECTION 12. 804.01 (2) (bg) of the statutes is created to read:

804.01 (2) (bg) *Third party agreements*. Except as otherwise stipulated or ordered by the court, a party shall, without awaiting a discovery request, provide to the other parties any agreement under which any person, other than an attorney permitted to charge a contingent fee representing a party, has a right to receive compensation that is contingent on and sourced from any proceeds of the civil action, by settlement, judgment, or otherwise.

2017 Wisconsin Act 235, <https://docs.legis.wisconsin.gov/2017/related/acts/235>.

Rules Regarding Disclosure: West Virginia

West Virginia Consumer Credit and Protection Act, March 7, 2019, Amendment, for consumer litigation financing, requiring:

- Financer registration and bond or letter of credit
- Restrictions on referral fees, commission, etc.
- Non-transferability, right of rescission
- Restrictions on litigation financing transactions
- Discovery of financing agreements
- No waiver of consumer remedies
- Financer may not offer legal advice
- Prohibition of arbitration clauses
- And other requirements

Rules Regarding Disclosure

“The parties shall be precluded from introducing evidence, testimony, or argument regarding funding of the litigation or regarding any comment on attorney-fee compensation including amounts or structure.”

Standing Order On Motions *In Limine* In Cases Assigned To Chief Judge Rodney Gilstrap Involving Allegations Of Patent Infringement.

“The Court finds that Defendant has failed to show that litigation funding agreements, if any, are relevant to the claims or defenses in this action.

....

The Motion is DENIED as to litigation funding agreements.”

Fleet Connect Sols. LLC v. Waste Connections US, Inc., No. 2:21-CV-00365-JRG, 2022 U.S. Dist. LEXIS 129216, at *7 (E.D. Tex. June 29, 2022).

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Nimitz: Loyalty, Control of the Litigation

“It appears that counsel violated both Rule 1.2(a) and Rule 1.4 by failing to have any communication with their clients before filing, settling, and dismissing the clients’ cases.” Slip Op. at 85-86.

“It also appears that counsel violated Rule 1.7 and, to the extent their fees were paid or advanced by Mavexar or IP Edge, Rule 1.8(f). . . . [T]he terms of Mavexar's consulting services agreements with counsel’s clients created at least potential conflicts of interest between Mavexar and the clients. Because of those potential conflicts, counsel’s blind adherence to Mavexar’s directions to file and settle cases in the clients’ names created a significant risk that counsel's actions materially limited their representations of their clients.” Slip Op. at 87-88.

Nimitz Techs. LLC v. CNET Media, Inc., No. 21-1247-CFC (D. Del. Nov. 27, 2023).

Nimitz: Loyalty, Control of the Litigation

“The financial relationship between Mavexar and Nimitz, for example, makes clear that their interests were not perfectly aligned in the seven cases Mr. Pazuniak filed and settled without ever having spoken or otherwise communicated with Mr. Hall. According to Mr. Hall, Mavexar gets 90% of the profits obtained from asserting the #328 patent in litigation and Nimitz gets the remaining 10%. Nimitz, however, effectively takes on 100% of the risk associated with any litigation.” Slip Op. at 88.

Nimitz: Loyalty, Control of the Litigation

“Here, it is undisputed that Mr. Pazuniak filed and settled seven Nimitz cases without ever having communicated with Mr. Hall, let alone having obtained Mr. Hall's informed consent to have Mavexar direct Mr. Pazuniak's professional conduct.” Slip Op. at 93-94.

“[C]ounsel here failed to satisfy their ‘ethical obligations of giving [their] clients full and meaningful disclosure of conflicts of interest so that the client[s] [could] decide if the representation [wa]s in his or her best interest and of the terms of proposed settlement agreements.’ *Huber*, 469 F.3d at 82. I will therefore refer counsel to their respective offices of disciplinary counsel.” Slip Op. at 93-94.

Nimitz Techs. LLC v. CNET Media, Inc., No. 21-1247-CFC (D. Del. Nov. 27, 2023).

Nimitz: Loyalty, Control of the Litigation

“The reality is that counsel’s de facto clients were IP Edge and Mavexar. Counsel insist otherwise; indeed, they are adamant that their clients are the LLC plaintiffs. That being the case, counsel were obligated to give to the LLC plaintiffs their undivided loyalty and to provide the LLC plaintiffs with sufficient information and unconflicted advice for the LLC plaintiffs to make informed decisions about whether to bring and settle any proposed lawsuits. . . . Their loyalty was not to their clients, but rather to IP Edge.” Slip Op. at 102.

Nimitz Techs. LLC v. CNET Media, Inc., No. 21-1247-CFC (D. Del. Nov. 27, 2023) (internal quotation marks and citation omitted).

Nimitz: Loyalty, Control of the Litigation

“The reality in these cases is that the de facto owner of the asserted patents that is, the party that truly controls and profits from their assertion-is IP Edge. . . . Rather than having the asserted patents assigned to itself or to its own LLCs, IP Edge arranged for the patents to be assigned to LLCs it formed under the names of relatively unsophisticated individuals recruited by Linh Deitz.” Slip Op. at 101.

Nimitz Techs. LLC v. CNET Media, Inc., No. 21-1247-CFC (D. Del. Nov. 27, 2023) (internal quotation marks and citation omitted).

Nimitz: Unauthorized Practice Of Law

“[N]umerous Mavexar and IP Edge actors engaged in the practice of law on behalf of Nimitz, Mellaconic, and Lamplight. . . . The lawyer tasks they performed varied by individual and LLC and included providing patent infringement claim charts, drafting and editing legal filings, conducting legal research, summarizing and analyzing legal research, crafting legal arguments, preparing a declaration for Ms. Pugal, and prepping Mr. Bui and Mr. Hall for their testimony at the November 4, 2022 hearing.” Slip Op. at 96-97.

Nimitz Techs. LLC v. CNET Media, Inc., No. 21-1247-CFC (D. Del. Nov. 27, 2023) (footnotes omitted).

Nimitz: Unauthorized Practice Of Law

“Messrs. Chaudhari, Bodepudi, and Tran appear to be lawyers and residents of Texas. In Texas, in general, a corporation can employ attorneys in-house to represent its own interests but cannot engage in the practice of law by providing legal representation to others with different interests. In these cases, for the reasons discussed above, Nimitz, Mellaconic, and Lamplight had different interests than Mavexar (and IP Edge) did.

As it appears that Messrs. Chaudhari, Bodepudi, and Tran engaged in the unauthorized practice of law, I will refer them to the Texas Supreme Court’s Unauthorized Practice of Law Committee.” Slip Op. at 98.

Nimitz Techs. LLC v. CNET Media, Inc., No. 21-1247-CFC (D. Del. Nov. 27, 2023) (internal quotation marks and citation omitted).

Nimitz: Unauthorized Practice Of Law

“The housing of assets in a separate LLC has consequences. LLCs cannot act in a court without legal counsel. For the LLC plaintiffs to file infringement cases, they had to have counsel. And because IP Edge and Mavexar do not wholly own the LLC plaintiffs and because IP Edge and Mavexar are not law firms, Texas law prohibits them from acting as the LLC plaintiffs’ lawyers. Messrs. Chaudhari, Pant, Bodepudi, and Tran chose to use separate LLCs to insulate themselves, IP Edge, and/or Mavexar from the potential liabilities of patent litigation. They must accept the consequences that flow from that strategy.” Slip Op. at 101-02.

Nimitz Techs. LLC v. CNET Media, Inc., No. 21-1247-CFC (D. Del. Nov. 27, 2023) (internal quotation marks and citation omitted).

Nimitz: Privilege / Work Product

“In addition, because, as discussed below, see infra Section V, there is prima facie evidence to suggest that IP Edge and Mavexar actors engaged in the **unauthorized practice of law (a crime in Texas)**, any communications IP Edge and Mavexar actors had in connection with these matters fall within the **crime/fraud exception** to the attorney-client privilege and attorney work product doctrines.” Slip Op. at 30 n. 7.

Nimitz Techs. LLC v. CNET Media, Inc., No. 21-1247-CFC (D. Del. Nov. 27, 2023).

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American Bar Association Best Practices For Third-Party Litigation Funding (August 2020)

- “First, any litigation funding arrangement should be **in writing.**”
- “Second, the litigation funding arrangement should assure that **the client remains in control** of the case.”
- “Third, the written document should **address what happens** to the funding arrangement if, down the road, **the client and the funder disagree** on litigation strategy or goals.”

American Bar Association Best Practices For Third-Party Litigation Funding (August 2020)

- “Finally, because the propriety and the discoverability of litigation funding arrangements are unsettled questions in many jurisdictions (and may differ across contexts within those jurisdictions), the Best Practices advise that attorneys negotiating funding agreements do so with an eye to the likelihood that the ‘deal documents’ for the funding arrangement will be examined by readers whose interests are not fully congruent with those of the lawyer and client.”
- “On the issue of disclosure, the Best Practices suggest that the practitioner should assume that some level of disclosure may be required at some point”

Additional Sources

- State Bar of California Standing Committee on Professional Responsibility and Conduct, Formal Opinion No. 2020-204 (“The principal ethical issues are maintaining independent professional judgment and complying with the lawyer’s duty of confidentiality.”)
- US Government Accountability Office Report to Congressional Requesters, *Third-Party Litigation Financing: Market Characteristics, Data, and Trends* (Dec. 2022)
- Advisory Committee on Civil Rules, Agenda (Oct. 5, 2021) (memorandum recommending no immediate action, but monitoring developments)
- Report To The President By The New York Bar Association Working Group On Litigation Funding