

# SENATE BILL NO. 708

## 102ND GENERAL ASSEMBLY

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INTRODUCED BY SENATORS O'LAUGHLIN, ESLINGER, BEAN, BROWN (16) AND BERNSKOETTER.

2437S.02I

KRISTINA MARTIN, Secretary

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### AN ACT

To repeal sections 490.715, 516.120, 516.140, 537.058, 537.060, and 537.067, RSMo, and to enact in lieu thereof thirty-one new sections relating to civil actions.

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*Be it enacted by the General Assembly of the State of Missouri, as follows:*

Section A. Sections 490.715, 516.120, 516.140, 537.058, 2 537.060, and 537.067, RSMo, are repealed and thirty-one new 3 sections enacted in lieu thereof, to be known as sections 4 436.550, 436.552, 436.554, 436.556, 436.558, 436.560, 436.562, 5 436.564, 436.566, 436.568, 436.570, 436.571, 436.572, 436.573, 6 436.574, 436.575, 436.577, 436.578, 436.579, 436.580, 490.715, 7 516.120, 516.140, 537.058, 537.059, 537.060, 537.067, 537.291, 8 537.292, 537.293, and 537.870, to read as follows:

**436.550. Sections 436.550 to 436.570 shall be known 2 and may be cited as the "Consumer Legal Funding Act".**

**436.552. As used in sections 436.550 to 436.570, the 2 following terms mean:**

3 (1) "Advertise", publishing or disseminating any 4 written, electronic, or printed communication or any 5 communication by means of recorded telephone messages or 6 transmitted on radio, television, the internet, or similar 7 communications media, including film strips, motion 8 pictures, and videos, published, disseminated, circulated, 9 or placed before the public, directly or indirectly, for the 10 purpose of inducing a consumer to enter into a consumer 11 legal funding contract;

**EXPLANATION-Matter enclosed in bold-faced brackets [thus] in this bill is not enacted and is intended to be omitted in the law.**

12           (2) "Charges", the amount of moneys to be paid to the  
13 consumer legal funding company by or on behalf of the  
14 consumer above the funded amount provided by or on behalf of  
15 the company to a consumer under sections 436.550 to  
16 436.570. Charges include all administrative, origination,  
17 underwriting, or other fees, no matter how denominated;

18           (3) "Consumer", a natural person who has a legal claim  
19 and resides or is domiciled in Missouri;

20           (4) "Consumer legal funding company" or "company", a  
21 person or entity that enters into a consumer legal funding  
22 contract with a consumer. The term shall not include:

23           (a) An immediate family member of the consumer;

24           (b) A bank, lender, financing entity, or other special  
25 purpose entity:

26           a. That provides financing to a consumer legal funding  
27 company; or

28           b. To which a consumer legal funding company grants a  
29 security interest or transfers any rights or interest in a  
30 consumer legal funding; or

31           (c) An attorney or accountant who provides services to  
32 a consumer;

33           (5) "Consumer legal funding contract", a nonrecourse  
34 contractual transaction in which a consumer legal funding  
35 company purchases and a consumer assigns to the company a  
36 contingent right to receive an amount of the potential  
37 proceeds of a settlement, judgment, award, or verdict  
38 obtained in the consumer's legal claim;

39           (6) "Director", the director of the division of  
40 finance within the department of commerce and insurance;

41           (7) "Division", the division of finance within the  
42 department of commerce and insurance;

43           (8) "Funded amount", the amount of moneys provided to  
44 or on behalf of the consumer in the consumer legal funding  
45 contract. "Funded amount" shall not include charges;

46           (9) "Funding date", the date on which the funded  
47 amount is transferred to the consumer by the consumer legal  
48 funding company either by personal delivery, via wire,  
49 automated clearing house transfer, or other electronic  
50 means, or by insured, certified, or registered United States  
51 mail;

52           (10) "Immediate family member", a parent; sibling;  
53 child by blood, adoption, or marriage; spouse; grandparent;  
54 or grandchild;

55           (11) "Legal claim", a bona fide civil claim or cause  
56 of action, any alternative dispute resolution proceeding, or  
57 any administrative proceeding before any agency or  
58 instrumentality of this state;

59           (12) "Medical provider", any person or business  
60 providing medical services of any kind to a consumer  
61 including, but not limited to, physicians, nurse  
62 practitioners, hospitals, physical therapists,  
63 chiropractors, or radiologists as well as any of their  
64 employees or contractors or any practice groups,  
65 partnerships, or incorporations of the same;

66           (13) "Resolution date", the date the amount funded to  
67 the consumer, plus the agreed-upon charges, is delivered to  
68 the consumer legal funding company.

436.554. 1. All consumer legal funding contracts  
2 shall meet the following requirements:

3           (1) The contract shall be completely filled in when  
4 presented to the consumer for signature;

5           (2) The contract shall contain, in bold and boxed  
6 type, a right of rescission allowing the consumer to cancel

7 the contract without penalty or further obligation if,  
8 within five business days after the funding date, the  
9 consumer either:

10 (a) Returns the full amount of the disbursed funds to  
11 the consumer legal funding company by delivering the  
12 company's uncashed check to the company's office in person;  
13 or

14 (b) Mails a notice of cancellation by insured,  
15 certified, or registered United States mail to the address  
16 specified in the contract and includes a return of the full  
17 amount of disbursed funds in such mailing in the form of the  
18 company's uncashed check or a registered or certified check  
19 or money order;

20 (3) The contract shall contain the initials of the  
21 consumer on each page; and

22 (4) The contract shall require the consumer to give  
23 irrevocable written direction to the consumer's attorney  
24 requiring the attorney to notify the consumer legal funding  
25 company when the legal claim has been resolved. Once the  
26 consumer legal funding company confirms in writing the  
27 amount due under the contract, the consumer's attorney shall  
28 pay, from the proceeds of the resolution of the legal claim,  
29 the consumer legal funding company the amount due within ten  
30 business days.

31 2. The consumer legal funding company shall provide  
32 the consumer's attorney with a written notification of the  
33 consumer legal funding contract provided to the consumer  
34 within three business days of the funding date by way of  
35 postal mail, courier service, facsimile, or other means of  
36 proof of delivery method.

37           3. A consumer legal funding contract shall be entered  
38 into only if the contract involves an existing legal claim  
39 in which the consumer is represented by an attorney.

436.556. No consumer legal funding company shall:

2           (1) Pay or offer to pay commissions, referral fees, or  
3 other forms of consideration to any attorney, law firm,  
4 medical provider, chiropractor, or physical therapist or any  
5 of their employees for referring a consumer to the company;

6           (2) Accept any commissions, referral fees, rebates, or  
7 other forms of consideration from an attorney, law firm,  
8 medical provider, chiropractor, or physical therapist or any  
9 of their employees;

10          (3) Intentionally advertise materially false or  
11 misleading information regarding its products or services;

12          (4) Refer, in furtherance of an initial legal funding,  
13 a customer or potential customer to a specific attorney, law  
14 firm, medical provider, chiropractor, or physical therapist  
15 or any of their employees. However, the company may refer  
16 the customer to a local or state bar association referral  
17 service if a customer needs legal representation;

18          (5) Fail to promptly supply a copy of the executed  
19 contract to the consumer's attorney;

20          (6) Knowingly provide funding to a consumer who has  
21 previously assigned or sold a portion of the right to  
22 proceeds from the consumer's legal claim unless the consumer  
23 legal funding company pays or purchases the entire  
24 unsatisfied funded amount and contracted charges from the  
25 prior consumer legal funding company or the two companies  
26 agree to a lesser amount in writing. However, multiple  
27 companies may agree to contemporaneously provide funding to  
28 a consumer, provided that the consumer and the consumer's  
29 attorney consent to the arrangement in writing;

30           (7) Receive any right to or make any decisions with  
31 respect to the conduct of the underlying legal claim or any  
32 settlement or resolution thereof. The right to make such  
33 decisions shall remain solely with the consumer and the  
34 attorney in the legal claim; or

35           (8) Knowingly pay or offer to pay for court costs,  
36 filing fees, or attorney's fees either during or after the  
37 resolution of the legal claim by using funds from the  
38 consumer legal funding contract. The consumer legal funding  
39 contract shall include a provision advising the consumer  
40 that the funding shall not be used for such costs or fees.

          436.558. 1. The contracted amount to be paid to the  
2 consumer legal funding company shall be set as a  
3 predetermined amount based upon intervals of time from the  
4 funding date to the resolution date and shall not be  
5 determined as a percentage of the recovery from the legal  
6 claim.

7           2. No consumer legal funding contract shall be valid  
8 if its terms exceed a period of forty-eight months. No  
9 consumer legal funding contract shall be automatically  
10 renewed.

          436.560. All consumer legal funding contracts shall  
2 contain the disclosures specified in this section, which  
3 shall constitute material terms of the contract. Unless  
4 otherwise specified, the disclosures shall be typed in at  
5 least twelve-point bold-type font and be placed clearly and  
6 conspicuously within the contract, as follows:

7           (1) On the front page under appropriate headings,  
8 language specifying:

9           (a) The funded amount to be paid to the consumer by  
10 the consumer legal funding company;

11           (b) An itemization of one-time charges;

12 (c) The total amount to be assigned by the consumer to  
13 the company, including the funded amount and all charges; and

14 (d) A payment schedule to include the funded amount  
15 and charges, listing all dates and the amount due at the end  
16 of each six-month period from the funding date until the  
17 date the maximum amount due to the company by the consumer  
18 to satisfy the amount due pursuant to the contract;

19 (2) Within the body of the contract, in accordance  
20 with the provisions under subdivision (2) of subsection 1 of  
21 section 436.554: "Consumer's Right to Cancellation: You may  
22 cancel this contract without penalty or further obligation  
23 within five business days after the funding date if you  
24 either:

25 (a) Return the full amount of the disbursed funds to  
26 the consumer legal funding company by delivering the  
27 company's uncashed check to the company's office in person;  
28 or

29 (b) Mail a notice of cancellation by insured,  
30 certified, or registered United States mail to the company  
31 at the address specified in the contract and include a  
32 return of the full amount of disbursed funds in such mailing  
33 in the form of the company's uncashed check or a registered  
34 or certified check or money order";

35 (3) Within the body of the contract, language  
36 specifying that the consumer legal funding company shall  
37 have no role in deciding whether, when, or for how much the  
38 legal claim is settled and that the consumer or the  
39 consumer's attorney shall notify the company of whether the  
40 outcome of the legal claim will be by settlement or by  
41 adjudication prior to the resolution date. The company may  
42 seek updated information about the status of the legal claim  
43 but in no event shall the company interfere with the

44 independent professional judgment of the attorney in the  
45 handling of the legal claim or any settlement thereof;

46 (4) Within the body of the contract, in all capital  
47 letters and in at least twelve-point bold-type font  
48 contained within a box: "THE FUNDED AMOUNT AND AGREED-UPON  
49 CHARGES SHALL BE PAID ONLY FROM THE PROCEEDS OF YOUR LEGAL  
50 CLAIM AND SHALL BE PAID ONLY TO THE EXTENT THAT THERE ARE  
51 AVAILABLE PROCEEDS FROM YOUR LEGAL CLAIM. IF THERE IS NO  
52 RECOVERY OF ANY DAMAGES FROM YOUR LEGAL CLAIM OR IF THERE IS  
53 NOT ENOUGH MONEY TO PAY BACK THE CONSUMER LEGAL FUNDING  
54 COMPANY IN FULL, YOU WILL NOT BE OBLIGATED TO PAY THE  
55 CONSUMER LEGAL FUNDING COMPANY ANYTHING IN EXCESS OF YOUR  
56 RECOVERY UNLESS YOU HAVE VIOLATED THIS CONTRACT. YOU WILL  
57 NOT OWE (INSERT NAME OF THE CONSUMER LEGAL FUNDING COMPANY)  
58 ANYTHING IF THERE ARE NO PROCEEDS FROM YOUR LEGAL CLAIM  
59 UNLESS YOU OR YOUR ATTORNEY HAVE VIOLATED ANY MATERIAL TERM  
60 OF THIS CONTRACT OR UNLESS YOU HAVE COMMITTED FRAUD AGAINST  
61 THE CONSUMER LEGAL FUNDING COMPANY."; and

62 (5) Located immediately above the place on the  
63 contract where the consumer's signature is required, in  
64 twelve-point font: "Do not sign this contract before you  
65 read it completely or if it contains any blank spaces. You  
66 are entitled to a completely filled-in copy of the  
67 contract. Before you sign this contract, you should obtain  
68 the advice of an attorney. Depending on the circumstances,  
69 you may want to consult a tax, public or private benefits  
70 planning, or financial professional. You acknowledge that  
71 your attorney in the legal claim has provided no tax, public  
72 or private benefit planning, or financial advice regarding  
73 this transaction."

436.562. 1. Nothing in sections 436.550 to 436.570  
2 shall be construed to restrict the exercise of powers or the



3 performance of the duties of the state attorney general that  
4 he or she is authorized to exercise or perform by law.

5 2. If a court of competent jurisdiction determines  
6 that a consumer legal funding company has intentionally  
7 violated the provisions of sections 436.550 to 436.570 in a  
8 consumer legal funding contract, the consumer legal funding  
9 contract shall be voided.

436.564. 1. The contingent right to receive an amount  
2 of the potential proceeds of a legal claim is assignable.

3 2. Nothing contained in sections 436.550 to 436.570  
4 shall be construed to cause any consumer legal funding  
5 contract conforming to sections 436.550 to 436.570 to be  
6 deemed a loan or to be subject to any of the provisions  
7 governing loans. A consumer legal funding contract that  
8 complies with sections 436.550 to 436.570 is not subject to  
9 any other statutory or regulatory provisions governing loans  
10 or investment contracts. To the extent that sections  
11 436.550 to 436.570 conflict with any other law, such  
12 sections shall supersede the other law for the purposes of  
13 regulating consumer legal funding in this state.

14 3. Only attorney's liens related to the legal claim,  
15 Medicare, or other statutory liens related to the legal  
16 claim shall take priority over claims to proceeds from the  
17 consumer legal funding company. All other liens and claims  
18 shall take priority by normal operation of law.

19 4. No consumer legal funding company shall report a  
20 consumer to a credit reporting agency if insufficient funds  
21 remain from the net proceeds to repay the company.

436.566. An attorney or law firm retained by the  
2 consumer in the legal claim shall not have a financial  
3 interest in the consumer legal funding company offering  
4 consumer legal funding to that consumer. Additionally, any

5 practicing attorney who has referred the consumer to his or  
6 her retained attorney shall not have a financial interest in  
7 the consumer legal funding company offering consumer legal  
8 funding to that consumer.

436.568. No communication between the consumer's  
2 attorney in the legal claim and the consumer legal funding  
3 company as it pertains to the consumer legal funding  
4 contract shall limit, waive, or abrogate the scope or nature  
5 of any statutory or common-law privilege, including the work-  
6 product doctrine and attorney-client privilege.

436.570. 1. A consumer legal funding company shall  
2 not engage in the business of consumer legal funding in this  
3 state, unless it has first obtained a license from the  
4 division of finance.

2. A consumer legal funding company's initial or  
6 renewal license application shall be in writing, made under  
7 oath, and on a form provided by the director.

3. Every consumer legal funding company, at the time  
9 of filing a license application, shall pay the sum of five  
10 hundred dollars for a period ending the thirtieth day of  
11 June next following the date of payment; and thereafter a  
12 like fee shall be paid on or before June thirtieth of each  
13 year and shall be credited to the division of finance fund.

4. A consumer legal funding license shall not be  
15 issued unless the division of finance, upon investigation,  
16 finds that the character and fitness of the applicant  
17 company, and of the officers and directors thereof, are such  
18 as to warrant belief that the business shall operate  
19 honestly and fairly within the purposes of sections 436.550  
20 to 436.570.

5. Every applicant shall also, at the time of filing  
22 such application, file a bond satisfactory to the division

23 of finance in an amount not to exceed fifty thousand  
24 dollars. The bond shall provide that the applicant shall  
25 faithfully conform to and abide by the provisions of  
26 sections 436.550 to 436.570, to all rules lawfully made by  
27 the director under sections 436.550 to 436.570, and to any  
28 such person or persons any and all amounts of moneys that  
29 may become due or owing to the state or to such person or  
30 persons from the applicant under and by virtue of sections  
31 436.550 to 436.570, which shall cover any actions that  
32 occurred while the bond was in place for the applicable  
33 period of limitations under statute and so long as the bond  
34 is not exhausted by valid claims.

35 6. When an action is commenced on a licensee's bond,  
36 the director may require the filing of a new bond.  
37 Immediately upon any recovery on the bond, the licensee  
38 shall file a new bond.

39 7. In order to ensure the effective supervision and  
40 enforcement of sections 436.550 to 436.570, the director  
41 may, after a contested hearing under chapter 536:

42 (1) Deny, suspend, revoke, condition, or decline to  
43 renew a license for a violation of sections 436.550 to  
44 436.570, rules issued under sections 436.550 to 436.570, or  
45 order or directive entered under sections 436.550 to 436.570;

46 (2) Deny, suspend, revoke, condition, or decline to  
47 renew a license if an applicant or licensee fails at any  
48 time meet the requirements of sections 436.550 to 436.570,  
49 or withholds information or makes a material misstatement in  
50 an application for a license or renewal of a license;

51 (3) Order restitution against persons subject to  
52 sections 436.550 to 436.570 for violations of sections  
53 436.550 to 436.570; and

54           (4) Order or direct such other affirmative action as  
55 the director deems necessary.

56           8. Any letter issued by the director and declaring  
57 grounds for denying or declining to grant or renew a license  
58 may be appealed to the circuit court of Cole County. All  
59 other matters presenting a contested case involving a  
60 licensee may be heard by the director under chapter 536.

61           9. Notwithstanding the prior approval requirement of  
62 subsection 1 of this section, a consumer legal funding  
63 company that has applied with the division of finance  
64 between the effective date of sections 436.550 to 436.570  
65 and six months thereafter may engage in consumer legal  
66 funding while the license application of the company or an  
67 affiliate of the company is awaiting approval by the  
68 division of finance. All funding contracts in effect prior  
69 to the effective date of sections 436.550 to 436.570 are not  
70 subject to the terms of sections 436.550 to 436.570.

71           10. Whenever it shall appear to the director that any  
72 consumer legal funding company is failing, refusing, or  
73 neglecting to make a good faith effort to comply with the  
74 provisions of sections 436.550 to 436.570, or any laws or  
75 rules relating to consumer legal funding, the director may  
76 issue an order to cease and desist which order may be  
77 enforceable by a civil penalty of not more than one thousand  
78 dollars per day for each day that the neglect, failure, or  
79 refusal shall continue. The penalty shall be assessed and  
80 collected by the director. In determining the amount of the  
81 penalty, the director shall take into account the  
82 appropriateness of the penalty of previous violations, and  
83 such other matters as justice may require.

84           11. In the event any consumer legal funding company  
85 fails, refuses, or neglects to comply with the provisions of

86 sections 436.550 to 436.570, or of any laws or rules of the  
87 state of Missouri relating to consumer legal funding, its  
88 license may be suspended or revoked by order of the director  
89 after a hearing before said director on any order to show  
90 cause why such order of suspension or revocation should not  
91 be entered specifying the grounds therefor which shall be  
92 served on the particular consumer legal funding company at  
93 least ten days prior to the hearing. Any order made and  
94 entered by the director may be appealed to the circuit court  
95 of Cole County.

96 12. The division shall conduct an examination of each  
97 consumer funding company at least once every twenty-four  
98 months and such other times as the director may determine.

99 (1) In connection with any such investigation or  
100 examination, the director and his or her representatives  
101 shall have free and immediate access to the place or places  
102 of business and the books and records, and shall have the  
103 authority to place under oath all persons whose testimony  
104 may be required relative to the affairs and business of the  
105 consumer legal funding company.

106 (2) The director may also make such special  
107 investigations or examination as the director deems  
108 necessary to determine whether any consumer legal funding  
109 company has violated any of the provisions of sections  
110 436.550 to 436.570 or rules promulgated thereunder; and may  
111 assess the reasonable costs of any investigation or  
112 examination incurred by the division to the company.

113 13. The division of finance shall have the authority  
114 to promulgate rules to carry out the provisions of sections  
115 436.550 to 436.570. Any rule or portion of a rule, as that  
116 term is defined in section 536.010, that is created under  
117 the authority delegated in this section shall become

118 effective only if it complies with and is subject to all of  
119 the provisions of chapter 536 and, if applicable, section  
120 536.028. This section and chapter 536 are nonseverable, and  
121 if any of the powers vested with the general assembly  
122 pursuant to chapter 536 to review, to delay the effective  
123 date, or to disapprove and annul a rule are subsequently  
124 held unconstitutional, then the grant of rulemaking  
125 authority and any rule proposed or adopted after August 28,  
126 2023, shall be invalid and void.

436.571. Sections 436.571 to 436.580 shall be known  
2 and may be cited as the "Consumer Litigation Financing  
3 Act". As used in sections 436.571 to 436.580, the following  
4 terms mean:

5 (1) "Consumer", any natural person who resides, is  
6 present, or is domiciled in this state or who is or may  
7 become a plaintiff or complainant in a lawsuit or other  
8 legal dispute in this state;

9 (2) "Legal claim", a bona fide civil claim or cause of  
10 action, any alternative dispute resolution proceeding, or  
11 any administrative proceeding before any agency or  
12 instrumentality of this state;

13 (3) "Legal representative", an attorney, group of  
14 attorneys, law firm, or other party who may represent a  
15 person or persons in a legal dispute in this state;

16 (4) "Litigation activities", any legal work and advice  
17 directly related to the prosecution of a legal claim  
18 including filings, legal document preparation and drafting,  
19 appeals, creation of a litigation strategy, drafting  
20 testimony, and related litigation. Funds provided to a  
21 consumer for his or her personal needs and use are not  
22 litigation activities;

23           (5) "Litigation financier", a person, group of persons,  
24 or legal entity engaged in the business of litigation  
25 financing or any other mechanism created with the intent of  
26 so doing;

27           (6) "Litigation financing", the funding of litigation  
28 activities by entities other than the parties themselves,  
29 their counsel, or other entities with a preexisting  
30 contractual relationship with one of the parties, such as an  
31 indemnitor or a liability insurer;

32           (7) "Litigation financing transaction", a nonrecourse  
33 transaction in which financing is provided to a consumer in  
34 return for a consumer assigning to the litigation financier a  
35 contingent right to receive an amount of the potential  
36 proceeds of the consumer's judgment, award, settlement, or  
37 verdict obtained with respect to the consumer's legal claim  
38 or agreeing to pay the litigation financier interest or other  
39 fees for the financing provided. "Litigation financing"  
40 shall not include legal representation services provided to  
41 a consumer on a contingency fee basis, or legal costs  
42 advanced by a legal representative, if such services or  
43 costs are provided to or on behalf of a consumer by an  
44 attorney representing the consumer in the dispute and in  
45 accordance with rule 4 of the rules of the supreme court;

46           (8) "Medical provider", any person or business  
47 providing medical services of any kind to a consumer  
48 including, but not limited to, physicians, nurse  
49 practitioners, hospitals, physical therapists,  
50 chiropractors, or radiologists as well as any of their  
51 employees or contractors or any practice groups,  
52 partnerships, or incorporations of the same.

436.572. 1. A litigation financier shall not engage in  
2 the business of litigation financing in this state, unless  
3 it has first obtained a license from the division of finance.

4 2. A litigation financier's initial or renewal license  
5 application shall be in writing, made under oath, and on a  
6 form provided by the director.

7 3. Every litigation financier at the time of filing a  
8 license application, shall pay the sum of five hundred fifty  
9 dollars for the period ending the thirtieth day of June next  
10 following the date of payment; and thereafter a like fee  
11 shall be paid on or before June thirtieth of each year and  
12 shall be credited to the division of finance fund.

13 4. A litigation financier license shall not be issued  
14 unless the division of finance, upon investigation, finds  
15 that the character and fitness of the applicant company, and  
16 of the officers and directors thereof, are such as to  
17 warrant belief that the business shall operate honestly and  
18 fairly within the purposes of sections 436.571 to 436.580.

19 5. Every applicant shall also, at the time of filing  
20 such application, file a bond satisfactory to the division  
21 of finance in an amount not to exceed fifty thousand  
22 dollars. The bond shall provide that the applicant shall  
23 faithfully conform to and abide by the provisions of  
24 sections 436.571 to 436.580, to all rules lawfully made by  
25 the director under sections 436.571 to 436.580, and to any  
26 such person or persons any and all amounts of moneys that  
27 may become due or owing to the state or to such person or  
28 persons from the licensee under and by virtue of sections  
29 436.571 to 436.580, which shall cover any actions that  
30 occurred while the bond was in place for the applicable  
31 period of limitations under statute and so long as the bond  
32 is not exhausted by valid claims.



33           6. When an action is commenced on a licensee's bond,  
34 the director may require the filing of a new bond.  
35 Immediately upon any recovery on the bond, the licensee  
36 shall file a new bond.

37           7. In order to ensure the effective supervision and  
38 enforcement of sections 436.571 to 436.580, the director  
39 may, after a contested hearing under chapter 536:

40           (1) Deny, suspend, revoke, condition, or decline to  
41 renew a license for a violation of sections 436.571 to  
42 436.580, rules issued under sections 436.571 to 436.580, or  
43 order or directive entered under sections 436.571 to 436.580;

44           (2) Deny, suspend, revoke, condition, or decline to  
45 renew a license if an applicant or licensee fails at any  
46 time to meet the requirements of sections 436.571 to  
47 436.580, or withholds information or makes a material  
48 misstatement in an application for a license or renewal of a  
49 license;

50           (3) Order restitution against persons subject to  
51 sections 436.571 to 436.580 for violations of sections  
52 436.571 to 436.580; and

53           (4) Order or direct such other affirmative action as  
54 the director deems necessary.

55           8. Any letter issued by the director and declaring  
56 grounds for denying or declining to grant or renew a license  
57 may be appealed to the circuit court of Cole County. All  
58 other matters presenting a contested case involving a  
59 licensee may be heard by the director under chapter 536.

60           9. Whenever it shall appear to the director that any  
61 litigation financier is refusing or neglecting to make a good  
62 faith effort to comply with the provisions of sections  
63 436.571 to 436.580, or any laws or rules relating to  
64 litigation financing, the director may issue an order to

65 cease and desist which order may be enforceable by a civil  
66 penalty of not more than one thousand dollars per day for  
67 each day that the neglect, failure, or refusal shall  
68 continue. The penalty shall be assessed and collected by  
69 the director. In determining the amount of the penalty, the  
70 director shall take into account the appropriateness of the  
71 penalty with respect to the gravity of the violation, the  
72 history of previous violations, and such other matters as  
73 justice may require.

74 10. In the event any litigation financier fails,  
75 refuses, or neglects to comply with the provisions of  
76 sections 436.571 to 436.580, or of any laws or rules of the  
77 state of Missouri relating to litigation financing, its  
78 license may be suspended or revoked by order of the director  
79 after a hearing before said director on any order to show  
80 cause why such order of suspension or revocation should not  
81 be entered specifying the grounds therefor which shall be  
82 served on the particular litigation financier at least ten  
83 days prior to the hearing. Any order made and entered by  
84 the director may be appealed to the circuit court of Cole  
85 County.

86 11. The division shall conduct an examination of each  
87 litigation financier at least once every twenty-four months  
88 and such other times as the director may determine.

89 (1) In connection with any such investigation or  
90 examination, the director and his or her representatives  
91 shall have free and immediate access to the place or places  
92 of business and the books and records, and shall have the  
93 authority to place under oath all persons whose testimony  
94 may be required relative to the affairs and business of the  
95 litigation financier.

96           (2) The director may also make such special  
97 investigations or examination as the director deems  
98 necessary to determine whether any litigation financier has  
99 violated any of the provisions of sections 436.571 to  
100 436.580 or rules promulgated thereunder; and may assess the  
101 reasonable costs of any investigation or examination  
102 incurred by the division to the company.

436.573. 1. A litigation financier shall not:

2           (1) Pay or offer commissions, referral fees, or other  
3 forms of consideration to any legal representative, medical  
4 provider, or any of their employees for referring a consumer  
5 to a litigation financier;

6           (2) Accept any commissions, referral fees, rebates, or  
7 other forms of consideration from a legal representative,  
8 medical provider, or any of their employees;

9           (3) Knowingly advertise false or misleading  
10 information regarding its products or services;

11           (4) Refer a consumer or potential consumer to a  
12 specific legal representative, medical provider, or any of  
13 their employees;

14           (5) Fail to promptly supply copies of any complete  
15 litigation financing contracts to the consumer and the  
16 consumer's legal representative;

17           (6) Attempt to secure a remedy or obtain a waiver of  
18 any remedy, including, but not limited to, compensatory,  
19 statutory, or punitive damages, that the consumer might  
20 otherwise be or not be entitled to pursue;

21           (7) Attempt to effect arbitration or otherwise effect  
22 the waiver of a consumer's right to trial by jury;

23           (8) Offer or provide legal advice to the consumer  
24 regarding the litigation financing or the underlying dispute;

25           (9) Assign, which includes securitizing, a litigation  
26 financing contract in whole or part;

27           (10) Report a consumer to a credit reporting agency if  
28 insufficient funds remain from the net proceeds to repay the  
29 litigation financier; or

30           (11) Receive or exercise any right to direct, nor make  
31 any decisions with respect to, the conduct of the consumer's  
32 legal claim or any settlement or resolution thereof. The  
33 right to make such decisions shall remain solely with the  
34 consumer and his or her legal representative.

35           2. A legal representative retained by a consumer, a  
36 medical provider for such consumer, or any employee thereof  
37 shall not have a financial interest in litigation financing  
38 and shall not receive a referral fee or other consideration  
39 from any litigation financier, its employees, its owners, or  
40 its affiliates.

436.574. 1. The terms of the litigation financing  
2 agreement shall be set forth in a written contract that is  
3 completely filled in. There shall be no incomplete sections  
4 when the contract is offered or presented to the consumer.

5           2. Litigation financing contracts shall contain the  
6 disclosures specified in this section, which shall  
7 constitute material terms of the litigation financing  
8 contract.

9           3. The disclosures shall be typed in at least fourteen-  
10 point bold font and be placed clearly and conspicuously  
11 immediately above the consumer's signature line in the  
12 litigation financing contract and shall be in substantially  
13 the following form:

14           Consumer's Right to Cancellation: You may cancel  
15 this contract without penalty or further  
16 obligation within five (5) business days from the

17 date you signed this contract or received  
18 financing from [insert name of the litigation  
19 financier] by either returning the funds to [insert  
20 name, office address and office hours of the  
21 litigation financier] or by U.S. mail, [insert name  
22 and mailing address of litigation financier]. For  
23 return by U.S. mail, the postmark date on the  
24 returned funds or, if mailed by registered or  
25 certified mail, the date of the return receipt  
26 requested shall be the date of return.

27 The fees charged pursuant to this agreement shall  
28 not exceed [litigation financier to insert annual  
29 interest percentage rate, percentage of award or  
30 settlement proceeds, or dollar amount].

31 The litigation financier agrees that it has no  
32 right to and will not make any decisions about the  
33 conduct of your lawsuit or dispute and that the  
34 right to make those decisions remains solely with  
35 you and your legal representative.

36 If there is no recovery of any money from your  
37 legal claim or if there is not enough money to  
38 satisfy the portion assigned to [insert name of  
39 the litigation financier] in full, you will not owe  
40 anything in excess of your recovery.

41 Do not sign this contract before you read it  
42 completely. If this contract contains any  
43 incomplete sections, you are entitled to a  
44 completely filled-in copy of the contract prior to  
45 signing it. Before you sign this contract, you  
46 should obtain the advice of an attorney.  
47 Depending on the circumstances you may want to  
48 consult a tax advisor, a financial professional,  
49 or an accountant.

50 4. If the consumer is represented by a legal  
51 representative in the dispute that is the subject of the  
52 litigation financing contract, the legal representative  
53 shall acknowledge in the contract that the legal  
54 representative or its employer or employees have neither

55 received nor paid a referral fee or any other consideration  
56 from or to the litigation financier, nor will in the future  
57 do so.

58 5. If the consumer's legal representative is a party  
59 to a litigation financing agreement related to the  
60 consumer's legal proceeding, the legal representative shall  
61 share with the consumer the agreement between the legal  
62 representative and the litigation financier. The agreement  
63 shall be accompanied by the disclosure required by this  
64 section, and the consumer shall sign both an acknowledgment  
65 that the agreement has been read and the required disclosure.

436.575. 1. Except as otherwise stipulated or ordered  
2 by the court, a consumer or the consumer's legal  
3 representative shall, without awaiting a discovery request,  
4 provide to all parties to the litigation, including the  
5 consumer's insurer if prior to litigation, any litigation  
6 financing contract.

7 2. The existence of litigation financing and all  
8 participants in such financing arrangements are permissible  
9 subjects of discovery in all personal injury litigation or  
10 matters arising out of personal injuries.

436.577. Sections 436.571 to 436.580 shall apply to  
2 any class action. Putative class members and the court  
3 shall be advised that the proposed class attorney has a  
4 legal or financial relationship with a litigation financier.

436.578. Sections 436.571 to 436.580 shall not apply  
2 to litigation financing provided to commercial enterprises  
3 in support of litigation strictly between commercial  
4 enterprises. This exemption does not apply to any personal  
5 injury claim, situations arising from a personal injury  
6 claim, or an aggregation of personal injury claims, whether  
7 by subrogation, assignment, or any other basis.

436.579. The practice of litigation financing shall be regulated by the division of finance. The commissioner of the division of finance may promulgate all necessary rules and regulations for the administration of this section. Any rule or portion of a rule, as that term is defined in section 536.010, that is created under the authority delegated in this section shall become effective only if it complies with and is subject to all of the provisions of chapter 536 and, if applicable, section 536.028. This section and chapter 536 are nonseverable, and if any of the powers vested with the general assembly pursuant to chapter 536 to review, to delay the effective date, or to disapprove and annul a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after August 28, 2023, shall be invalid and void.

436.580. Any violation of the provisions of sections 436.571 to 436.580 shall make the litigation financing contract unenforceable by the litigation financier, the consumer, or any successor-in-interest to the litigation financing contract.

490.715. 1. No evidence of collateral sources, or payments rendered under subsection 2 of this section, shall be admissible other than such evidence provided for in this section.

2. If prior to trial a defendant or his or her insurer or authorized representative, or any combination of them, pays all or any part of a plaintiff's special damages, then any portion of a plaintiff's claims for special damages that are satisfied by a payment from a defendant or the defendant's insurer or authorized representative, or any combination of them, are not recoverable from that defendant.

12           3. If such payments described in subsection 2 of this  
13 section are included in a plaintiff's claim for special  
14 damages at trial, the defendant who made the payment, or on  
15 whose behalf the payment was made, shall be entitled to  
16 deduct and receive a credit for such payments from any  
17 judgment as provided for in section 490.710.

18           4. This section does not require the exclusion of  
19 evidence admissible for another proper purpose.

20           5. (1) Except as provided in subsection 2 of this  
21 section, **[parties] in any action wherein a plaintiff seeks**  
22 **to recover for personal injury, bodily injury, or death, any**  
23 **party** may introduce evidence of the actual cost of the  
24 medical care or treatment rendered to a plaintiff, or **[a**  
25 **patient whose care is at issue]** **to the person for whose**  
26 **injury or death plaintiff seeks to recover.** Actual cost of  
27 the medical care or treatment shall be reasonable,  
28 necessary, and a proximate result of the negligence or fault  
29 of any party.

30           (2) For purposes of this subsection, the phrase  
31 "actual cost of the medical care or treatment" shall be  
32 defined as a sum of money not to exceed the dollar amounts  
33 paid by or on behalf of a plaintiff, or a patient whose care  
34 is at issue **in a plaintiff's case**, plus any remaining dollar  
35 amount necessary to satisfy the financial obligation,  
36 **including valid outstanding liens**, for medical care or  
37 treatment by a health care provider after adjustment for any  
38 contractual discounts, price reduction, or write-off by any  
39 person or entity.

40           (3) **No party shall introduce evidence of the amount**  
41 **billed for medical care or treatment rendered to a plaintiff**  
42 **or a patient whose care is at issue in a plaintiff's case if**  
43 **the amount billed has been discounted pursuant to any**



44 contract, price reduction, or write-off by any person or  
45 entity or satisfied by payment of an amount less than the  
46 amount billed for that medical care or treatment.

47 6. The actual cost of medical care or treatment  
48 rendered to a plaintiff or a patient whose care is at issue  
49 in a plaintiff's case and discounts pursuant to any  
50 contract, price reduction, or write-off shall be admissible  
51 evidence relevant to the potential cost of future treatment  
52 of the same type or kind to that plaintiff or patient whose  
53 care is at issue in a plaintiff's case.

516.120. Within five years:

2 (1) All actions upon contracts, obligations or  
3 liabilities, express or implied, except those mentioned in  
4 section 516.110 **and section 516.140**, and except upon  
5 judgments or decrees of a court of record, and except where  
6 a different time is herein limited;

7 (2) An action upon a liability created by a statute  
8 other than a penalty or forfeiture;

9 (3) An action for trespass on real estate;

10 (4) An action for taking, detaining or injuring any  
11 goods or chattels, including actions for the recovery of  
12 specific personal property[, or for any other injury to the  
13 person or rights of another, not arising on contract and not  
14 herein otherwise enumerated];

15 (5) An action for relief on the ground of fraud, the  
16 cause of action in such case to be deemed not to have  
17 accrued until the discovery by the aggrieved party, at any  
18 time within ten years, of the facts constituting the fraud.

516.140. Within two years:

2 (1) An action for libel, slander, injurious falsehood,  
3 assault, battery, false imprisonment, criminal conversation,

4 malicious prosecution or actions brought under section  
5 290.140[.];

6       **(2)** An action by an employee for the payment of unpaid  
7 minimum wages, unpaid overtime compensation or liquidated  
8 damages by reason of the nonpayment of minimum wages or  
9 overtime compensation, and for the recovery of any amount  
10 under and by virtue of the provisions of the Fair Labor  
11 Standards Act of 1938 and amendments thereto, such act being  
12 an act of Congress, shall be brought within two years after  
13 the cause accrued;

14       **(3) An action for any injury to the person or rights**  
15 **of another, not arising on contract and not otherwise**  
16 **provided for by law, including actions for personal injury**  
17 **or bodily injury;**

18       **(4) An action against an insurer relating to uninsured**  
19 **motorist coverage or underinsured motorist coverage,**  
20 **including any action to enforce such coverage.**

537.058. 1. As used in this section, the following  
2 terms shall mean:

3       (1) "Extracontractual damages", any amount of damage  
4 that exceeds the total available limit of liability  
5 insurance for all of a liability insurer's liability  
6 insurance policies applicable to a claim for personal  
7 injury, bodily injury, or wrongful death;

8       (2) "**[Time-limited] Settlement demand**", any offer to  
9 settle any claim for personal injury, bodily injury, or  
10 wrongful death made by or on behalf of a claimant to a tort-  
11 feator with a liability insurance policy for purposes of  
12 settling a claim against such tort-feator within the  
13 insurer's limit of liability insurance[, which by its terms  
14 **must be accepted within a specified period of time**];

15           (3) "Tort-feasor", any person claimed to have caused  
16 or contributed to cause personal injury, bodily injury, or  
17 wrongful death to a claimant.

18           2. [A time-limited] **In any action alleging**  
19 **extracontractual damages against the tort-feasor's liability**  
20 **insurer, any prior settlement** demand to settle any claim for  
21 personal injury, bodily injury, or wrongful death shall **not**  
22 **be considered to have been a reasonable opportunity to**  
23 **settle the claim unless the settlement demand was in**  
24 writing, [shall reference] **referenced** this section, [shall  
25 be] sent **by** certified mail **with** return-receipt requested to  
26 the tort-feasor's liability insurer, **remained open for**  
27 **acceptance by the liability insurer for at least ninety days**  
28 **from the date such settlement demand was received by the**  
29 **liability insurer, and [shall contain] contained** the  
30 following material terms:

31           (1) The time period within which the offer shall  
32 remain open for acceptance by the tort-feasor's liability  
33 insurer, [which shall not be less] **if the time period for**  
34 **acceptance is more** than ninety days from the date such  
35 demand is received by the liability insurer;

36           (2) The amount of monetary payment requested or a  
37 request for the applicable policy limits;

38           (3) The date and location of the loss;

39           (4) The claim number, if known;

40           (5) A description of all known injuries sustained by  
41 the claimant;

42           (6) The party or parties to be released if such [time-  
43 limited] **settlement** demand is accepted;

44           (7) A description of the claims to be released if such  
45 [time-limited] **settlement** demand is accepted; and

46 (8) An offer of unconditional release for the  
47 liability insurer's insureds from all present and future  
48 liability for that occurrence under section 537.060.

49 3. Such **[time-limited] settlement** demand shall be  
50 accompanied by:

51 (1) A list of the names and addresses of health care  
52 providers who provided treatment to or evaluation of the  
53 claimant or decedent for injuries suffered from the date of  
54 injury until the date of the **[time-limited] settlement**  
55 demand, and HIPAA compliant written authorizations  
56 sufficient to allow the liability insurer to obtain such  
57 records from the health care providers listed; and

58 (2) A list of the names and addresses of all the  
59 claimant's employers at the time the claimant was first  
60 injured until the date of the **[time-limited] settlement**  
61 demand, and written authorizations sufficient to allow the  
62 liability insurer to obtain such records from all employers  
63 listed, if the claimant asserts a loss of wages, earnings,  
64 compensation, or profits however denominated.

65 4. If a liability insurer with the right to settle on  
66 behalf of an insured receives a **[time-limited] settlement**  
67 demand, such insurer may accept the **[time-limited]**  
68 **settlement** demand by providing written acceptance of the  
69 material terms outlined in subsection 2 of this section,  
70 delivered or postmarked to the claimant or the claimant's  
71 representative within the time period **[set in the time-**  
72 **limited demand] in which the settlement demand is open for**  
73 **acceptance by the liability insurer, which in no event shall**  
74 **be less than ninety days.**

75 5. Nothing in this section shall prohibit a claimant  
76 making a **[time-limited] settlement** demand from requiring  
77 payment within a specified period; provided, however, that

78 such period for payment shall not be less than ten days  
79 after the insurer's receipt of a fully executed  
80 unconditional release under section 537.060 as specified in  
81 subsection 2 of this section.

82 6. Nothing in this section applies to offers or  
83 demands or **[time-limited] settlement** demands issued within  
84 ninety days of the trial by jury of any claim on which a  
85 lawsuit has been filed.

86 7. In any lawsuit filed by a claimant as an assignee  
87 of the tort-feasor or by the tort-feasor for the benefit of  
88 the claimant, a **[time-limited] settlement** demand that does  
89 not comply with the terms of this section shall not be  
90 considered as a reasonable opportunity to settle for the  
91 insurer and shall not be admissible in any lawsuit alleging  
92 extracontractual damages against the tort-feasor's liability  
93 insurer.

537.059. In all actions in which there is any count  
2 alleging a tort to recover damages and in which any party  
3 contends that the damages were caused by the alleged fault  
4 of more than one person or entity, the trier of fact shall  
5 determine the amount of fault attributable to each person or  
6 entity, regardless of whether the person or entity is a  
7 party to the action, and regardless of whether the person or  
8 entity has settled or been released from liability. Fault  
9 of another person or entity may be alleged by any party to  
10 the tort action in any claim, counterclaim, cross-claim, or  
11 as an affirmative defense. Any determination by the trier  
12 of fact as to the amount of fault attributable to a person  
13 or entity not a party to the action at the time of trial  
14 shall not be binding against or otherwise affect the rights  
15 or liabilities of that person or entity.

537.060. Defendants in a judgment founded on an action  
2 for the redress of a private wrong shall be subject to  
3 contribution, and all other consequences of such judgment,  
4 in the same manner and to the same extent as defendants in a  
5 judgment in an action founded on contract. When an  
6 agreement by release, covenant not to sue or not to enforce  
7 a judgment is given in good faith to one of two or more  
8 persons liable in tort for the same injury or wrongful  
9 death, such agreement shall not discharge any of the other  
10 tort-feasors for the damage unless the terms of the  
11 agreement so provide[; however such agreement shall reduce  
12 the claim by the stipulated amount of the agreement, or in  
13 the amount of consideration paid, whichever is greater. The  
14 agreement shall discharge the tort-feasor to whom it is  
15 given from all liability for contribution or noncontractual  
16 indemnity to any other tort-feasor. The term  
17 "noncontractual indemnity" as used in this section refers to  
18 indemnity between joint tort-feasors culpably negligent,  
19 having no legal relationship to each other and does not  
20 include indemnity which comes about by reason of contract,  
21 or by reason of vicarious liability].

537.067. 1. In all tort actions for damages, if a  
2 defendant is found to bear fifty-one percent or more of  
3 fault, then such defendant shall be jointly and severally  
4 liable for the amount of the judgment rendered against the  
5 defendants **less the total of any stipulated amount in any**  
6 **release, covenant not to sue or not to enforce a judgment**  
7 **under any agreement with any other person or entity alleged**  
8 **to have been at fault pursuant to section 537.059, or any**  
9 **consideration paid by such person or entity, whichever is**  
10 **greater.** If a defendant is found to bear less than fifty-  
11 one percent of fault, then the defendant shall only be

12 responsible for the percentage of the judgment for which the  
13 defendant is determined to be responsible by the trier of  
14 fact; except that, a party is responsible for the fault of  
15 another defendant or for payment of the proportionate share  
16 of another defendant if any of the following applies:

17 (1) The other defendant was acting as an employee of  
18 the party;

19 (2) The party's liability for the fault of another  
20 person arises out of a duty created by the federal  
21 Employers' Liability Act, 45 U.S.C. Section 51.

22 2. The defendants shall only be severally liable for  
23 the percentage of punitive damages for which fault is  
24 attributed to such defendant by the trier of fact.

25 3. In all tort actions, no party may disclose to the  
26 trier of fact the impact of this section.

**537.291. 1. A statutory cause of action for damages  
2 arising out of a public nuisance is hereby created in  
3 sections 537.291 to 537.293, replacing any such common law  
4 cause of action to the contrary. The provisions of section  
5 537.293 provide the only remedies for a public nuisance  
6 action in this state.**

7 **2. The provisions of sections 537.291 to 537.293 shall  
8 not affect:**

9 **(1) The availability of a remedy provided by any other  
10 provision of law for conditions or activities involving  
11 criminal conduct and designated by law as a public and  
12 common nuisance; or**

13 **(2) The authority of a governmental entity to take a  
14 regulatory or enforcement action authorized by law in  
15 connection with a condition designated by statute or local  
16 ordinance as a public nuisance.**

17           3. The provisions of sections 537.291 to 537.293 shall  
18 apply only to any cause of action that accrues on or after  
19 August 28, 2023. A cause of action that accrues before  
20 August 28, 2023, shall be governed by law applicable to the  
21 cause of action before August 28, 2023, and that law is  
22 continued in effect for that purpose.

23           4. As provided in sections 537.291 to 537.293, the  
24 following terms mean:

25           (1) "Established public right", a right, commonly held  
26 by all members of the public, to the use of public land,  
27 air, or water;

28           (2) "Government attorney", an attorney regularly  
29 employed on a salaried basis by this state or its agencies,  
30 or a political subdivision of this state. The term  
31 "government attorney" does not include an attorney hired on  
32 a contingency fee or hourly basis or an attorney hired on a  
33 short-term or temporary basis, including a legal fellow,  
34 special prosecutor, or other similar provisional position;

35           (3) "Public nuisance", an unlawful condition that  
36 violates an established public right;

37           (4) "Public nuisance action", a civil action for  
38 damages arising out of a public nuisance brought pursuant to  
39 sections 537.291 to 537.293;

40           (5) "Special injury", an injury to an individual that  
41 is different in kind, not just in degree, from an injury  
42 suffered by the public at large;

43           (6) "Unlawful condition", an ongoing circumstance or  
44 effect of an instrumentality that is expressly prohibited by  
45 the laws of this state.

          537.292. 1. A person shall be held liable for a  
2 public nuisance if the person causes an unlawful condition



3 and controls that unlawful condition at the time the  
4 condition violates an established public right.

5 2. Conditions arising from the following conduct shall  
6 not be considered unlawful conditions for purposes of a  
7 public nuisance action in this state:

8 (1) An activity expressly authorized or encouraged by  
9 a provision of law, ordinance, rule, or other similar  
10 measure adopted by this state, a political subdivision of  
11 this state, the United States, or an agency of this state or  
12 the United States; and

13 (2) The lawful manufacturing, distributing, selling,  
14 advertising, or promoting of a lawful product.

15 3. The provisions of subsection 2 of this section are  
16 not exhaustive. However, it may not be presumed that a  
17 person may be held liable for a public nuisance arising from  
18 conduct or conditions not provided in subsection 2 of this  
19 section.

20 4. The aggregation of multiple individual injuries or  
21 private nuisances does not constitute violations of an  
22 established public right for purposes of a public nuisance  
23 action.

24 5. Except as provided by subsection 8 of this section,  
25 only the state or a political subdivision thereof may bring  
26 a public nuisance action and may do so only by a government  
27 attorney of the relevant jurisdiction. A political  
28 subdivision that does not regularly retain a government  
29 attorney may retain an attorney for purposes of pursuing a  
30 public nuisance action if the contract with the retained  
31 attorney provides that:

32 (1) An official of the political subdivision shall  
33 have oversight, control, and decision-making authority over

34 the retained attorney and the political subdivision's  
35 participation in the action; and

36 (2) The political subdivision's supervising official  
37 shall act in good faith and with reasonable diligence in  
38 carrying out the political subdivision's obligation to  
39 oversee and control the political subdivision's  
40 participation in the action.

41 6. To bring a public nuisance action, the state or the  
42 political subdivision thereof shall have a substantial  
43 ownership interest in or authority over the real property or  
44 waterway, or ancillary space related to the real property or  
45 waterway, to which the public nuisance relates.

46 7. A financial expenditure made by the state or a  
47 political subdivision thereof related to the remediation,  
48 abatement, or injunction of an unlawful condition does not  
49 constitute an injury sufficient to confer standing to file  
50 or maintain a public nuisance action.

51 8. (1) Absent a showing of clear and convincing  
52 evidence to the contrary, it shall be presumed that only a  
53 single governmental entity within this state has standing to  
54 file or maintain a public nuisance action relating to the  
55 real property or waterway, or ancillary space related to the  
56 real property or waterway, to which the public nuisance  
57 relates.

58 (2) An individual may maintain an action to enjoin a  
59 public nuisance only if the individual can show a special  
60 injury by clear and convincing evidence. As a matter of  
61 law, use of or damage to public land, air, or water with  
62 only personal, spiritual, cultural, or emotional  
63 significance to the individual is not a special injury for  
64 purposes of a public nuisance action. An individual shall  
65 not seek relief for both a public nuisance under the special

66 injury exception provided by this section and for a private  
67 nuisance for a harm related to the same unlawful condition.

537.293. 1. Remedies available in a public nuisance  
2 action are limited to:

3 (1) Injunctive relief sufficient to prevent the  
4 unlawful condition from violating an established public  
5 right; and

6 (2) Monetary and nonmonetary resources necessary to  
7 abate the public nuisance, if quantifiable and based on  
8 relevant and reliable cost factors, which shall not include:

9 (a) Speculative estimates of current needs;

10 (b) Costs of future remediation;

11 (c) Costs of investigating and identifying the  
12 existence of an unlawful condition;

13 (d) Costs of public services provided as a result of  
14 the public nuisance; or

15 (e) Damages of any kind, except for compensatory  
16 damages for a special injury established in accordance with  
17 sections 537.291 to 537.293.

18 2. For the purposes of subdivision (2) of subsection 1  
19 of this section, the necessity of monetary resources to  
20 abate the public nuisance shall be established by the  
21 plaintiff by clear and convincing evidence.

537.870. 1. Within thirty days of filing a civil  
2 action alleging a latent injury, the plaintiff shall provide  
3 the parties with a sworn form specifying the evidence that  
4 provides the basis for each claim against each defendant and  
5 include:

6 (1) The name, address, date of birth, marital status,  
7 occupation, smoking history, current and past worksites, and  
8 current and past employers of the exposed person, and any

9 person through whom the exposed person alleges exposure to  
10 the product or substance at issue;

11 (2) The name, address, and relationship to the exposed  
12 person for each person who is knowledgeable regarding the  
13 exposed person's exposures to the product or substance at  
14 issue;

15 (3) The identity of the manufacturer or seller and  
16 specific name of each product or substance at issue,  
17 including, but not limited to, all brand and trade names of  
18 that specific product or substance, to which the exposed  
19 person was exposed or the other person was exposed if  
20 exposure was through another person;

21 (4) For each product or substance identified pursuant  
22 to subdivision (3) of this subsection, each location where  
23 the exposed person was exposed or the other person was  
24 exposed if exposure was through another person;

25 (5) The beginning and ending dates of each exposure  
26 and the specific manner and frequency of each exposure,  
27 including for each person through whom the exposed person  
28 alleges exposure to the product or substance;

29 (6) The specific disease or injury that is alleged; and

30 (7) Any supporting documentation relating to the  
31 information required by this subsection.

32 2. A plaintiff of a civil action alleging a latent  
33 injury shall have a continuing duty to supplement the  
34 disclosures required by subsection 1 of this section,  
35 including when the plaintiff receives new exposure history  
36 information or becomes aware that a prior disclosure was  
37 inaccurate or incomplete.

38 3. Discovery in a civil action alleging a latent  
39 injury shall not commence against a defendant until the  
40 defendant's product, substance, or premises is specifically

41 identified in the disclosures required by subsection 1 of  
42 this section.

43 4. The court, on motion by a defendant, shall dismiss  
44 the action without prejudice as to any defendant whose  
45 product, substance, or premises is not specifically  
46 identified in the disclosures required by subsection 1 of  
47 this section.

48 5. The court, on motion by a defendant, shall dismiss  
49 the action without prejudice as to the moving defendant or  
50 as to all defendants, as applicable, if the plaintiff fails  
51 to comply with the provisions of this section.

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