



MEDICAL PROFESSIONAL LIABILITY ASSOCIATION

April 22, 2026

Karla M. Shultz, Deputy Chief Counsel
Civil Procedure Rules Committee
Supreme Court of Pennsylvania
Pennsylvania Judicial Center
PO Box 62635
Harrisburg, PA 17106

SUBMITTED ELECTRONICALLY
4/22/2026

RE: Proposed Amendment to Pa.R.Civ.P. 4003.2

Dear Ms. Shultz:

On behalf of the Medical Professional Liability (MPL) Association and its more than 48 domestic medical professional liability company insurers and self-insured hospital/health system members, including several entities domiciled and/or doing business in Pennsylvania, I am writing in regard to the proposal to amend the Pennsylvania Rules of Civil Procedure regarding scope of discovery.

By way of introduction, the MPL Association is the nation's leading trade association representing insurance companies, risk retention groups, captives, trusts, and other entities owned and/or operated by their policy holders, as well as other insurance carriers with a substantial commitment to the MPL line. MPL Association members insure more than 2 million healthcare professionals around the world—doctors, dentists, oral surgeons, nurses and nurse practitioners, podiatrists, and other healthcare providers. MPL Association members also insure more than 1,800 hospitals and 80,000 medical facilities and group practices globally.

MPL Association members are committed to ensuring a fair and equitable system of justice for both healthcare professionals and those who suffer from adverse outcomes resulting from medical procedures. For this reason, they support numerous reforms to reduce litigation and make our justice system more efficient and effective. Unchecked third-party litigation funding, however, may have exactly the opposite effect, drawing out litigation and making resolution far more difficult to achieve. This is especially true when such funding arrangements are hidden from those involved in pending litigation.

In this regard, we wish to express our support, in principle, for amending Rule 4003.28 of the Rules of Civil Procedure by adding the proposed subdivisions (b)(1) and (b)(2) to the existing rule.

We applaud the principle behind allowing for discovery of an agreement in which outside funding is provided to a person to pay various costs associated with pursuing a legal claim. We also appreciate that not merely the existence of such a contract but also the terms of that contract would be subject to discovery. When parties to an MPL lawsuit attempt to achieve an appropriate resolution, it is important that all the facts are available to both parties. If a plaintiff owes a portion of a potential award or settlement to a third party, that is a critical fact that will undoubtedly play a role in influencing the course of negotiations aimed at resolving the claim. If the defense is unaware of such an arrangement, however, it is impossible to accurately assess the plaintiff's needs. This can lead to both needless

confusion and frustration as negotiations play out. We believe that the new subdivision (b)(1) could help address this issue, and that it could be made significantly stronger to help even more.

In this regard we recommend that subdivision (b)(1) be revised by deleting everything after the phrase, "pendency of the action." We recommend this modification for two reasons. First, the remainder of the subdivision potentially limits the applicability of the rule, thus decreasing its effectiveness. As noted above, the presence of third-party funding of litigation may substantially alter the conditions under which a plaintiff is willing to resolve a claim, whether or not the funder may exert control over the litigation. With the proposed discovery limitation in place, many third-party funding contracts may be excluded from discovery thus preventing the defense from being made aware of relevant information. Just as the plaintiff is entitled to discovery of insurance agreements related to a claim, the defense should have equal access to third-party litigation funding agreements without limitations based on the nature of the agreement. Justice requires that both sides be treated equally in this regard.

Second, by establishing a narrow discovery option targeted only at agreements in which funders have been given the ability to control the course of litigation, the courts are giving tacit approval to the practice of allowing outside parties to determine how such litigation is carried out. At a time when numerous other states actively prohibit funders from having any say in the course of litigation,¹ this implied approval of such contracts (which even litigation funders agree should not exist²) would make Pennsylvania an outlier. In addition, removing this limitation from the rule would not only provide for transparency regarding parties with an interest to a claim, but would also make a firm statement about the importance of protecting the interests of plaintiffs in dictating for themselves how their claim proceeds.

We appreciate this opportunity to comment on behalf of the medical professional liability community. The court system in Pennsylvania and its stakeholders would be well served by allowing discovery of third-party litigation funding arrangements.

Thank you again for this opportunity to comment.

Sincerely,



Michael C. Stinson, JM

Senior Vice President, Public Policy and Legal Affairs

240-813-6139

mstinson@MPLassociation.org

¹ AZ, IL, IN, MO, MT, NE, NV, NY, OK, and UT prohibit third-party litigation funders from influencing the course of litigation, while TN, VT, and WV prevent funders from offering any legal advice.

² American Legal Financing Association, *Protecting Consumers Through Robust Regulation-No Role in Legal Proceedings*, <https://www.americanlegalfin.com/alfaresources/>