

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION**

IN RE: DEPO-PROVERA (DEPOT
MEDROXYPROGESTERONE
ACETATE) PRODUCTS LIABILITY
LITIGATION

Case No. 3:25-md-3140

This Document Relates to:
All Cases

Judge M. Casey Rodgers
Magistrate Judge Hope T. Cannon

**PRETRIAL ORDER NO. 25
(Third-Party Litigation Funding Disclosure Requirement)**

For at least the past decade, multidistrict litigations (“MDLs”) have attracted the attention of third-party litigation funding entities, some with ill motives aimed at preying on litigants. Typically, third-party litigation funding is provided in exchange for an interest in the settlement recovery or on credit, often with exorbitant fees and rates of interest. According to a December 2022 report of the United States Government Accountability Office, such funding is not only expensive for participants, but it also “could create conflicts of interest between plaintiffs and their attorneys” and may improperly “deter plaintiffs from accepting a settlement offer because they may want to make up the amount they will” be forced to “repay the funder.”¹

¹ U.S. Gov’t Accountability Off., GAO-23-105210, Third-Party Litigation Financing: Market Characteristics, Data, and Trends (Dec. 2022), available at <https://www.gao.gov/assets/gao-23-105210.pdf>.

It is important that the Plaintiffs in this MDL are not exploited by predatory lending practices, such as interest rates well above market rates, which can interfere with their ability to objectively evaluate the fairness of their options in the litigation. Despite the absence of a disclosure requirement in the Federal Rules of Civil Procedure, federal judges can and do still obtain information about third-party litigation funding arrangements in cases filed in their courts. For example, the Advisory Committee on Civil Rules has observed that judges can obtain information about third-party funding when it is relevant in a particular case.² Additionally, some federal courts have formalized a requirement that litigants disclose information about their third-party litigation funding arrangements. *See* U.S.D.C. D.N.J. Local Civ. Rule 7.1.1, Disclosure of Third-Party Litigation Funding; U.S.D.C. N.D. Cal., Standing Order for all Judges of the Northern District of California, § 17 (Nov. 30, 2023).

In this MDL, the Court finds it necessary and appropriate to require Counsel and *pro se* Plaintiffs to disclose all third-party litigation funding agreements entered into by any Depo-Provera Plaintiff.

² Letter from Hon. David G. Campbell, Chair, Advisory Committee on Civil Rules, to Hon. Jeffrey S. Sutton, Chair, Committee on Rules of Practice & Procedure 4 (Dec. 2, 2014), available at https://www.uscourts.gov/sites/default/files/fr_import/CV12-2014.pdf; Advisory Committee on Civil Rules, Agenda – Meeting of the Advisory Committee on Civil Rules 418 (Oct. 10, 2024), available at https://www.uscourts.gov/sites/default/files/2024-10_civil_rules_agenda_book_final_10-6.pdf (noting “broad agreement that judges can require disclosure in cases in which that seems warranted”).

Disclosures Required from Counsel: To the extent Counsel for any Depo-Provera Plaintiff (1) is aware that a Plaintiff he/she represents has received funding (or any other form of consideration) at any time from any third-party in exchange for an interest in the recovery or potential recovery of the Plaintiff in any way related to any Depo-Provera claim(s), Depo-Provera case(s), or any Depo-Provera Counsel's fees, expenses, or costs, or (2) has, at any time, approved or signed off on a third-party loan to a client who is an MDL Plaintiff, that Counsel must—within thirty (30) days of the entry of this Order³—prepare and serve a declaration on the Court-appointed Data Administrator, BrownGreer PLC, and file such declaration under seal with the Court on the Plaintiff's individual docket. In the event Counsel for any Plaintiff participated, directly or indirectly, in such funding (or any other form of consideration), such participation must also be disclosed.⁴ The required declaration must provide all of the following information known to Counsel for the Plaintiff:

- (1) Plaintiff's name;
- (2) the name, address, and telephone number of the lender;
- (3) the date(s) on which all loans were made;

³ If an agreement post-dates the date of this Order, the agreement must be disclosed within thirty (30) days of the date of the agreement.

⁴ This would not include Counsel's advancement of costs on behalf of the client, as is common in contingency fee contracts.

- (4) the total amount of funding received by the Plaintiff;
- (5) the fees and rate(s) of interest on any funds lent; and
- (6) all other material terms of the funding arrangement.

Depo-Provera Counsel must also attach to the declaration true and correct copies of all related loan documents, including without limitation all lending or financing agreements, security agreements, and financial disclosures. Additionally, all Depo-Provera Counsel submitting a declaration must be prepared to discuss these third-party loans, *in camera*, at a date and time to be set by the Court.

Disclosures Required from *Pro Se* Plaintiffs: Likewise, *pro se* Plaintiffs who have entered into a third-party loan must—within thirty (30) days of the entry of this Order⁵—prepare and serve a declaration on the Court-appointed Data Administrator, BrownGreer PLC, via e-mail at DepoProvera@browngreer.com. BrownGreer will in turn provide the declaration to the Clerk of Court for it to be filed under seal with the Court on the Plaintiff’s individual docket. The required declaration must provide all of the following information:

- (1) Plaintiff’s name;
- (2) the name, address, and telephone number of the lender;
- (3) the date(s) on which all loans were made;

⁵ If an agreement post-dates the date of this Order, the agreement must be disclosed within thirty days of the date of the agreement.

- (4) the total amount of funding received by the Plaintiff;
- (5) the fees and rate(s) of interest on any funds lent; and
- (6) all other material terms of the funding arrangement.

Pro se Plaintiffs must also attach to the declarations true and correct copies of all related loan documents, including without limitation all lending or financing agreements, security agreements, and financial disclosures.

Any negotiation and repayment of these obligations will remain the sole responsibility of the borrowers—Plaintiffs and/or Depo-Provera Counsel.

SO ORDERED, on this 1st day of July, 2025.

M. Casey Rodgers
M. CASEY RODGERS
UNITED STATES DISTRICT JUDGE