THE THIRD PARTY LITIGATION FUNDING LAW REVIEW

Fourth Edition

Editor
Simon Latham

THE LAWREVIEWS

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CONTENTS

PREFACE

As a law graduate whose first steps in the legal profession were encumbered by the impact of the previous global financial crisis, I faced a fairly bleak outlook. By happenstance (sheer bloody-mindedness), I found myself at the doors of the London branch of a US plaintiffs' firm, little known on these shores at the time (I still recall the firm's name was spelled incorrectly by the court on most documents in those days). The firm's proactive, and innovative, culture naturally meant it was an early adopter of third party funding (TPF). As such, I had the great fortune to be inducted into the world of TPF from my very first day as a trainee solicitor. I witnessed, first-hand, how TPF catalysed both the firm's growth and its clients' paths to a healthier balance sheet, notwithstanding the burdens that the financial crisis had left in its wake. A spark was lit.

As an investment manager, now immersed within the TPF sector in the face of what has been described as the worst global economic crisis since the Great Depression, I face the challenge of translating my experience into reasons for optimism. Like many of my industry peers, I understand and appreciate the role that TPF plays in providing access to justice for those who could otherwise not afford to pursue their claims. Similarly, in a time when cash is king, TPF has a role to play in enabling corporates to resolve their disputes without depleting resources that could be invested profitably elsewhere within the business. With ever increasing funds under management both by members of the Association of Litigation Funders (ALF) and by the broader TPF fraternity, there are significant resources available for litigants and law firms to utilise. Yet despite the sector's expansion since the previous global financial crisis, TPF still remains a little-known, or little-understood, solution for businesses. Even among lawyers, there are few who are fully aware of the TPF options available to their own businesses, let alone to their clients.

So what exactly is there for law firms and litigants to know about TPF? Well, just as the list of legal remedies available to litigants varies between jurisdictions, so too does the menu of TPF options. The past year alone has seen both shifts in and endorsements of the various regulatory frameworks that underpin the sector across the globe. In Australia, the industry found itself on the receiving end of stringent new regulations, notably without industry consultation. Partly in response to those developments, a number of funders and finance firms have sought to create a global lobbying voice for the TPF sector, by establishing the International Legal Finance Association, chaired by my editorial predecessor, Leslie Perrin. By contrast, there have been notable judicial endorsements of TPF in other jurisdictions over the past 12 months. The English courts, for example, have endorsed not only TPF, but also the ALF itself.

With government support for businesses during the current crisis coming to an end and legal developments such as the forthcoming EU directive on representative actions on the horizon, could 2021 become a milestone year for TPF? I hope this publication provides a useful guide for litigants, lawyers and investors alike as we take on the challenges the new year brings.

Simon Latham
Augusta Ventures
London
November 2020

Chapter 12

NORWAY

Andreas Nordby, Linn Kvade Rannekleiv, Karl Rosén and Janne Riveland Bydal[1]

I MARKET OVERVIEW

Although third party litigation funding[2] is still an uncommon concept in Norway, recent years have seen increased momentum in the market. Several pending claims are publicly known to be backed by third parties and, in June 2018, a Norwegian court of first instance handed down Norway's first-ever court judgment in a funded matter.

As at September 2020, there is only one professional provider of third party funding services based in Norway: Therium Capital Management Nordic AS (Therium Nordic). The company, which is partly owned and funded by UK-based Therium Group Holdings Limited, was established in 2016. There are other providers of third party funding in Norway, although they are not actively promoting their services in the market at the time of writing.

Further, a number of foreign-based funders are said to be assessing Norwegian cases. By way of example, in 2020 the Swiss funding company Nivalion AG is funding private investors in a liability claim of 150 million Norwegian kroner in an action against the state of Norway. The claim is based on the state's interpretation of European Economic Area (EEA) regulations on the export of certain seafood products.

While an increasing number of Norwegian legal practitioners are advertising the benefits of third party funding to their clients, many still appear sceptical about the concept. Moreover, a study published in 2018 reported that Norwegian buyers of legal services are less likely to resort to third party litigation funding in the near future than their Danish, Finnish and Swedish colleagues.[3] These perceptions may change as third party funding arrangements become more common in Norway and elsewhere in the Nordic countries.

Claims purchase arrangements are less rare than third party financing arrangements and are widely accepted throughout the Norwegian legal industry.

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1 Andreas Nordby, Linn Kvade Rannekleiv and Karl Rosén are partners and Janne Riveland Bydal is a senior associate at Arntzen de Besche Advokatfirma AS.

2 'Third party funding' will be used as an umbrella term for any arrangements where a party to a dispute seeks financing by non-parties to the dispute.

3 Roschier Disputes Index 2018, available at www.roschier.com. The survey was based on feedback from 143 of the largest companies operating in Sweden, Finland, Norway and Denmark.

II LEGAL AND REGULATORY FRAMEWORK

i Absence of legislation explicitly regulating third party funding

As at September 2020, there is no legislation or other mandatory rules in Norway explicitly regulating third party funding.

Third party funding is neither addressed in the procedural law governing civil litigation nor in the most common procedural rules of arbitration. In addition, there is no case law discussing regulatory issues or the legality of third party funding arrangements.

Because of the lack of regulation, claim owners and funders are generally free to negotiate the particulars of their contractual relationship. The same applies for transfer agreements between claim owners and claims purchasers. Parties need to be mindful, however, of general principles set out in statutory law and case law that would apply to all types of commercial agreements governed by Norwegian law. For instance, as further explained in Section III, courts and tribunals may revise or even set aside unreasonable terms of an agreement.

ii Compliance with the Code of Conduct

Lawyers acting in funded matters, however, have to take extra care to comply with the Norwegian Bar Association's Code of Conduct for Lawyers (the Code of Conduct). In the following, we will discuss only the most practical issues, as all the legal and ethical dilemmas that may arise in relation to third party funding cannot be addressed within the scope of this chapter.

First, one of the main principles of the Code of Conduct is that a lawyer cannot undertake assignments in which he or she would risk breaching the duties of loyalty, confidentiality and independence towards his or her client.[4] Consequently, a lawyer cannot act on behalf of both the funded party and the funder as there is a clear risk of these clients having conflicting interests in certain aspects of the case. Similarly, a lawyer representing a funded party must never allow the interests and influence of the third party funder to affect his or her advice to the client. As explained in Section III, the litigation funding agreement should be drafted with these principles in mind.

Second, the Code of Conduct prohibits lawyers from entering into contingency fee arrangements and, to a certain extent, conditional fee arrangements.[5] Agreements where lawyers receive a percentage of the recovered amount are prohibited, as are any agreements where the lawyer's personal economic interest in the outcome might conflict with his or her independence or the client's best interests, or both. 'No cure no pay', 'good cure good pay' and similar arrangements are permitted as long as the fee structure is reasonable and does not render the lawyer conflicted or financially dependent on the outcome.

iii Licensing requirement for third party funding

In general, any financing activity in Norway is subject to the grant of a licence by the Norwegian Financial Supervisory Authority (FSA) or a cross-border passport under the Capital Requirements Directive (known as CRD IV) (for credit institutions within the EEA). The FSA has newly confirmed that professional third party funding also constitutes a financing activity and thus is subject to the requirement for an FSA licence.

4 Sections 2.1, 2.2, 2.3 and 3.2.1 of the Code of Conduct.

5 Sections 2.1.2 and 3.3.2 of the Code of Conduct.

iv Legal and regulatory framework summary

In summary, third party funding is a largely unregulated practice but requires extra prudence on the part of the lawyers involved.

III STRUCTURING THE AGREEMENT

There is currently no standard market practice for how to structure a litigation funding agreement. As a starting point, claimants and funders are free to tailor the structure and the terms of their litigation funding agreement as they prefer. Still, parties need to observe several principles of Norwegian contract law when drafting their funding or transfer agreement. For instance, Section 36 of the Norwegian Contracts Act grants courts and tribunals the power to set aside or revise unreasonable contractual terms upon the motion of a party. The threshold for revising or setting aside an agreement is high, in particular between professional parties, and courts and tribunals require evidence of considerable contractual imbalance before doing so.

Moreover, there exist no standard fee or fee uplift ranges in third party financing agreements governed by Norwegian law. We have seen fee structures ranging from multiples of three times the funder's commitment, to percentages at around one-third of the recovered amount.

Owing to the legal ethics challenges outlined in Section II, parties involved in third party funding arrangements should be mindful of how the counsels' role is set out in the agreement between the funded party and the funder. Drafters should place great emphasis on explaining and defining the lawyers' involvement and obligations so that they do not interfere with the lawyers' duties as set out in the Code of Conduct. To mitigate the risk of facing ethical dilemmas, lawyers should not be party to a litigation funding agreement and parties should place contractual responsibilities such as reporting on the funded party rather than on the funded party's counsel.

Contracts should be carefully drafted to safeguard funders' interests regarding control over payments from counterparties awarded in final judgments, to avoid exposure to the risk of insolvency or financial distress of their customers– with the potential worst case scenario of ending up with an unprioritised claim towards an insolvent estate producing a late and low dividend.

IV DISCLOSURE

i Disclosure best practice in the absence of explicit obligation

Norwegian law imposes no explicit obligation on a funded party to disclose the involvement or identity of a third party funder in a dispute – neither in arbitration proceedings nor in civil litigation proceedings.

Although there are no such explicit obligations, failing to disclose the existence and identity of a third party funder could pose serious legal and ethical challenges for the parties and lawyers involved.

As explained in further detail below, failure to disclose can, among other things, lead to delays or to the judgment or award becoming void or unenforceable. For instance, the validity of the judgment could be challenged on grounds of a lack of impartiality and independence of the arbitrating tribunal or ordinary courts.

Parties should therefore consider carefully whether choosing not to disclose the existence of a third party funder is worth the risk. The main argument in favour of disclosure is that it ensures that the identity of the funder poses no challenge to the independence and impartiality of the arbitral tribunal or ordinary court.

ii Arbitrators' lack of competence due to lack of impartiality and independence

In most arbitration proceedings, issues concerning impartiality and independence are governed by the Norwegian Arbitration Act.[6] This is because the bulk of arbitration proceedings seated in Norway are ad hoc proceedings, meaning that they are not administered by an arbitral institution. Parties rarely adopt procedural rules that derogate from the Arbitration Act's rules on impartiality and independence. Section 14 of the Arbitration Act[7] provides that arbitrators have a duty to disclose 'any circumstances likely to give rise to justifiable doubts about his [or her] impartiality or independence'. Thus, arbitrators should not assess whether they are in fact conflicted but whether it might appear as if they are.

When assessing their impartiality and independence, Norwegian arbitrators frequently refer to the International Bar Association's Guidelines on Conflicts of Interest in International Arbitration (the IBA Guidelines).[8] Since 2014, the IBA Guidelines have contained the following provision:

> *If one of the parties is a legal entity, any legal or physical person having . . . a direct economic interest in, or a duty to indemnify the party for, the award to be rendered in arbitration, may be considered to bear the identity of such party.*[9]

Therefore, when assessing their impartiality, arbitrators can deem third party funders to be comparable to the funded party to the arbitration proceedings. Arbitrators could very well consider themselves conflicted and thus incapable of acting if they have a relationship with the third party funder that could undermine the parties' and others' confidence in their impartiality.

iii Judges' lack of competence due to lack of impartiality and independence

The same general rule applies in civil litigation. Pursuant to Section 108 of the Courts of Justice Act, a person may not serve as a judge when circumstances exist that 'are capable of undermining confidence' in the judge's impartiality. This assessment should not only take into account the judges' relationships with the parties, but their relationships with anyone who would have an economic interest in the outcome of the particular dispute. While we have not seen Norwegian courts referencing the IBA Guidelines, the same general principles are relevant in the assessment of a judge's impartiality under the Courts of Justice Act. On this background, if a judge has a relationship with the third party funder that could undermine one's confidence in his or her impartiality, the judge should be disqualified.

6 The Norwegian Arbitration Act is based on the UNCITRAL Model Law on International Commercial Arbitration.

7 Section 14 of the Norwegian Arbitration Act is based on Article 12 of the UNCITRAL Model Law.

8 As supported by leading authorities, see for instance G Woxholth, *Voldgift* ['Arbitration'] (1st edn Gyldendal Norsk Forlag, Oslo 2013), p. 407.

9 General Standard 6(b) of the IBA Guidelines.

iv Practical consequences of non-disclosure

Given the above-mentioned principles, judges and arbitrators would expect parties and counsels to let them know if any 'unknown' third parties have a direct economic interest in the outcome of the dispute that they preside over.[10] If, for instance, an arbitrator is a partner at the law firm that advises the third party funder, or the presiding judge is a close relative of one of the funder's key employees, they would likely recuse themselves.

Failure to disclose the existence and identity of a third party funder may entail serious consequences, as well as the risk of delays owing to untimely recusals and reputational damage; for example, in arbitration, if an award has been handed down and it is later discovered that an arbitrator was conflicted owing to the third party funder's involvement, the award may be nullified by the ordinary courts[11] or enforcement of the award may be refused.[12] Similar rules apply in civil litigation proceedings, where decisions may be appealed or reopened on the basis that they were rendered by a legally incompetent judge. When a judgment rendered by a judge that should have been disqualified is appealed in timely fashion, the court of appeal shall consider the judgment to be annulled and void, and the case must be retried.[13] If the deadline for appeal has passed, the judgment may still be re-opened and subsequently retried.[14]

In the case of non-disclosure, one might argue that the arbitrator or judge had no knowledge of the funder's identity. Consequently, the arbitrator or judge was in fact impartial and independent at the time of the award or judgment. However, this argument would be most unlikely to stand, as the relevant legal standard is whether the relationship between the funder and judge or arbitrator is 'capable of undermining confidence' in the judge's impartiality. One cannot rule out that the judge or arbitrator had knowledge of the funder, simply because the funder's identity was not disclosed to the court or arbitration panel.

v Summary and recommendation regarding non-disclosure

In summary, parties are under no explicit obligation to disclose the existence of funding and the identity of the funder, but parties that do not disclose this information risk being faced with several types of delays and objections, such as the removal of arbitrators or judges, the challenge or annulment of the judgment or award and the impossibility of enforcement.

On this basis, we believe that funded parties are best off disclosing the existence of their funding arrangement and the identity of the funder. In addition to mitigating the risk of facing obstacles during and after the proceedings, disclosing the fact of funding might also benefit the funded party's claim directly, as it would demonstrate for the opposite party that an independent third party has faith in the merits of the claim. Furthermore, we believe that if even more funded parties disclosed the existence of their financial backing, it would serve the integrity of the market for third party funding.

10 Pursuant to General Standard 7 of the IBA Guidelines, parties have a duty to inform the arbitrators of circumstances such as these.

11 Section 43 of the Arbitration Act.

12 Section 46 of the Arbitration Act, which corresponds with Article V of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 1958) (the New York Convention).

13 Sections 29-21 and 29-12 of the Dispute Act.

14 Section 31-3 of the Dispute Act. A judgment shall not be reopened, however, if there is a reasonable probability that a new hearing of the case would not lead to an amendment of significance to the party; cf. Section 31-5 of the Dispute Act.

vi Disclosure of documents relevant to the case

Parties to Norwegian litigation are obliged to share relevant documents, including those unhelpful to their case. There is no equivalent obligation in arbitration proceedings; however, it is common practice to disclose all relevant documents. The ordinary courts can compel anyone to make available evidence containing information that may be relevant to the factual basis for the ruling. An arbitral tribunal can only recommend that parties or third parties disclose such evidence, but does not have the power to enforce disclosure. However, if a party or third party fails to comply with a recommendation made by an arbitral tribunal, the requesting party might instead petition the ordinary courts to order disclosure.

Therefore, anyone – including funded parties and third party funders – can be compelled to disclose a litigation funding agreement provided that it contains information that may shed light on disputed matters.

However, the general duty to disclose evidence only relates to the parts of the evidence (such as sections of an agreement) that are relevant to the dispute in question.[15] If, for instance, a funded party claims compensation for its funding costs, the fee provisions of the funding agreement would be relevant while other provisions might not be. Similarly, if a claim purchaser needs to prove ownership of the claim that it pursues, the requested party would only need to disclose the parts of the requested documents that are sufficient to prove that the claims transfer was valid and binding. In other situations, where the funding agreement has no relevance for the disputed matters, requested parties may refuse to disclose it. It is important to note, however, that relevance assessments shall be based on the parties' assertions without regard to their merits – meaning that a requesting party may 'tailor' its assertions in a manner that would be more likely to result in a duty to disclose.

There are several exemptions to the duty to disclose evidence. For instance, parties cannot be compelled to submit evidence protected by legal privilege, that is, confidential communications between lawyers and their clients made for the purpose of seeking or giving legal advice.[16] Courts and tribunals may also exempt a party from its duty to disclose if the evidence cannot be made available without revealing trade or business secrets.[17]

V COSTS

i Legal definition of recoverable legal costs

In civil litigation, a party that is successful in an action is entitled to full compensation for its legal costs from the opposing party.[18] Full compensation for these costs shall cover 'all necessary costs incurred by the party in relation to the action'.[19] Arbitrators generally apply the same principles in arbitration proceedings, although the Arbitration Act merely provides the arbitrators with the power to order the losing party to pay all or part of the legal costs of the prevailing party 'as it sees fit'.[20]

15 T Schei et al., *Tvisteloven: Kommentarutgave* ['The Dispute Act: Commentary'] (2nd edn, Oslo 2013), p. 961.

16 Section 22-5 of the Dispute Act.

17 Section 22-10 of the Dispute Act.

18 Section 20-2 subsection 1 of the Dispute Act.

19 Section 20-5 subsection 2 of the Dispute Act.

20 Section 40 subsection 2 of the Arbitration Act.

Under the main rules outlined above, courts and tribunals classify lawyers' fees, arbitrators' and experts' fees, and administrative fees and costs, as recoverable legal costs. In addition, a prevailing party can claim compensation for 'its own work on the case if the work has been particularly extensive or would otherwise have had to be undertaken by counsel or other qualified assistant'.[21] Any other type of losses and expenses, such as loss of revenue, lost goodwill, or increased interest expenses are, as a main rule, not recoverable.[22]

ii Funding costs not recoverable as legal costs

To our knowledge, the only Norwegian case law discussing whether funding costs qualify as recoverable legal costs is a first-instance court judgment, *Atlant v. Oslo Municipality*.[23] The claimant, Atlant, which had its case funded by Therium Nordic, claimed compensation for its funding costs. Atlant's funding costs constituted approximately 50 per cent of the damages it was awarded in the main claim. The district court concluded, summarily, that funding costs did not constitute legal costs pursuant to the Dispute Act and rejected Atlant's claim for compensation. The judgment was not appealed.

In June 2019, two members of the Norwegian Supreme Court concluded in an article in the Norwegian legal publication *Lov og Rett* that funding costs do not qualify as recoverable legal costs.[24] Reference was made in the article to the *Atlant v. Oslo Municipality* case.

In addition, classifying funding costs as recoverable legal costs might conflict with the universal right of access to justice, as set out the Norwegian Constitution and the European Human Rights Convention. This is especially the case since holding a party responsible for the other party's funding costs could greatly multiply its costs exposure.

iii Funding costs as damages

In certain exceptional circumstances, however, arbitrators and courts could award compensation for funding costs as damages. Pursuant to case law from the Norwegian Supreme Court, a party can be held liable for other costs than legal costs in 'abuse situations'.[25] A typical abuse situation would exist if a party sets out or rejects claims despite knowing that its position has no merits. As an example, if a party is found to have rejected a claim that it knew was merited and that the rejection left the claimant with few other options but to seek funding to enforce its claim legally, a Norwegian court or tribunal court could award the funded party compensation for its funding costs. However, the threshold for proving the grounds for such a claim would be high and there are few examples of claims that have prevailed on these bases.

21 Section 20-5 subsection 1 of the Dispute Act.

22 JE Skoghøy, *Tvisteløsning* ['Dispute resolution'] (3rd edn, Oslo 2018), p. 1327.

23 *Atlant Entreprenør Svs v. Oslo kommune* (Oslo District Court, 5 June 2018, case No. 16-094601TVI-OTIR/08).

24 Clement Endresen and Gjermund Aasbrenn, 'Sakskostnader på dagsordenen i Høyesterett', *Lov og Rett* ['Law and Order'] 06/2019.

25 Judgment reported in Supreme Court Reports (Rt.) 2015 on p. 385.

iv Legal costs summary

In summary, applying current statutory and case law, claimants seeking to recover their funding costs from the other party would face an uphill battle. To be awarded compensation for such costs, a funded party would probably have to prove that its counterparty had abused the legal system by knowingly maintaining an untenable position, and that the added costs were incurred as a consequence of the 'abusive' party's behaviour.

v Funders liability for adverse costs

As a main rule, only direct parties to litigation or arbitration proceedings may be held liable for adverse costs – provided that the party is unsuccessful in the action. In most third party funding arrangements, the funder will not be a party to the arbitration or litigation proceedings. Hence, as a starting point, there are no legal grounds to hold a third party funder liable for adverse costs. When it comes to claims purchase arrangements, the company that owns the claim will be party to the proceedings. Thus, the claim purchaser would risk becoming liable for costs.

In terms of security for adverse costs, the rules differ between arbitration and litigation proceedings. In arbitration proceedings governed by the Arbitration Act, parties can only be requested to put up security for the arbitrators' fees and not for adverse costs. In litigation proceedings, however, courts may order claimants to put up security for adverse costs if the claimant is registered in a country outside the European Economic Area.[26]

None of the above-mentioned main rules apply to third parties, even in cases where the claimant is in such a poor financial condition that it will be unable to pay the respondent's legal fees and costs. As explained below, however, certain narrow exceptions exist and there are circumstances in which third parties risk becoming liable for adverse costs.

First, under non-statutory law, company representatives (such as board members) can be held personally liable for adverse costs provided that they instituted or continued the legal proceedings on behalf of an insolvent entity, while at the same time knowing that the chances for the claim to be successful were low.[27] In civil litigation, parties may request the court to include the representatives to the proceedings by way of joinder.[28]

Second, while there is no statutory or case law on the issue, it is possible that courts and tribunals could award compensation for adverse costs from third parties in abuse situations similar to the one exemplified above. The same applies for claims against shareholders or effective beneficiaries of 'claims vehicles' that are unable to settle an award for adverse costs. Here, non-statutory rules could evolve with inspiration from recent case law from Sweden[29] and Denmark.[30]

26 Section 20-11 subsection 1 of the Dispute Act.

27 JE Skoghøy, *Tvisteløsning* ['Dispute Resolution'] (3rd edn, Universitetsforlaget, Oslo 2018), p. 1318, referencing, inter alia, judgments reported in Supreme Court Reports (Rt.) 2014 on p. 706 and p. 817.

28 Section 20-7 of the Dispute Act.

29 *Deloitte AB v. MH and JL* (Supreme Court of Sweden, 11 December 2014, reported in NJA 2014 p. 877).

30 *Van der Boom Holding B.V. v. Danish Business Authority et al.* (Supreme Court of Denmark, 19 January 2018, reported in UfR 2018 p. 1487).

VI THE YEAR IN REVIEW

In the past year, there have been some developments in the Norwegian market for third party funding. We have seen funded actions – by both Norwegian and foreign-based funders.

There are signs that these actions have contributed towards demystifying the concept of litigation funding in Norway. In May 2019, Therium Nordic reported that it receives between five and 10 requests for funding each month, which is a substantial increase from previous years.[31]

Although there is no legislation or other mandatory rules in Norway explicitly regulating third party funding, lawyers, funders and funding parties should be aware of the recent statement from the FSA regarding licence requirements for professional third party funding (for more information, see Section II).

VII CONCLUSIONS AND OUTLOOK

The Norwegian market for third party funding is still in its infancy. In recent years, however, the concept of litigation funding has slowly started moving towards becoming an established dispute resolution tool. Although the Norwegian market for third party funding is largely unregulated, parties involved in funded matters need to carefully observe applicable laws and be mindful of the risks they face.

In the coming years, as the global litigation funding industry is predicted to expand, it is likely that the Norwegian market for third party funding will grow too. The Norwegian litigation and arbitration climate appears ripe for more funders to enter. Further to the high-value oil and energy-related disputes that continue to dominate the market, 'funding-friendly' claims such as cartel damages claims, patent infringement claims and class action lawsuits are becoming increasingly common. On this basis, there is definitely potential for the continued development of third party funding in Norway.

31 Newsletter issued by Therium Nordic on 10 May 2019.

Appendix 1

ABOUT THE AUTHORS

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Andreas Nordby is a member of the dispute resolution and litigation group at Arntzen de Besche. Andreas has wide experience in the crossover between dispute resolution and counselling within industries such as technology, telecoms and IT; pharmaceuticals and biotechnology; food; media, entertainment and film production; and commodity trading. He has written several articles about procedural law and is also the co-author of a commentary on the Norwegian class action rules. He previously worked at another Norwegian law firm and in the legislation division of the Norwegian Ministry of Justice, and with the Municipal Lawyer in Oslo.

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