



Women Trial Lawyers Caucus

Copyright © 2020 American Association for Justice®
(formerly the Association of Trial Lawyers of America (ATLA®)).

Further reproduction of any kind is prohibited.

For more information, please contact AAJ Education,
777 6th Street, N.W., Suite 200, Washington, D.C. 20001, education@justice.org,
(800) 622-1791 or (202) 965-3500, ext. 8612.

Remote Communications with Clients

What changes and what stays the same

Katherine James
Act of Communication
Culver City, CA

katherine@actofcommunication.com



Ashleigh Raso
Meshbesh & Spence
Minneapolis, MN

araso@meshbesh.com



¹ This paper was first presented at AAJ's (formerly the Association of Trial Lawyers of America (ATLA®)) *Remote Mediation Seminar*, April 2020.

Prepping Your Client for Deposition Remotely

What Is Different? What is The Same?

- Deposition preparation starts at the sign up and continues throughout discovery.
- Deposition Preparation Letter
 - Understanding the WHY of depositions is just as important as the preparation.
 - Remember the simple things
- Deposition Preparation
 - Answer questions
 - Practice, practice, practice

ASK THE HARD QUESTIONS

Do The First Session With The Client EARLY And Allow Plenty Of Time For The Session Itself



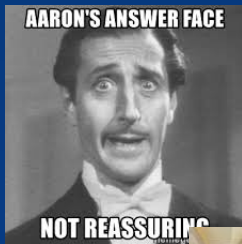
Choosing The Right Program



Right Sized Screen



Choosing How You Appear To Them



Be Aware
Their Bandwidth Might Not Be
Nearly As Good As Your



Make Sure You Can Work With
Them "Alone"



After Answering Questions They
Have, Do Mock Examination
Rather Than Lecture

Learn by **DOING**.



Be Sure You Have A “Different”
Costume For When You Are
Opposing Counsel

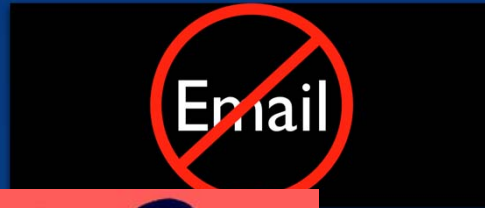


Give Homework Assignments And Pick Your Next Date



Checking in With Clients

More Important To Check In With Clients Face To Face Now Than Before



Know What You Really Need And What This Client Really Needs

I AM WHEEL. HEAR ME SQUEAK.



I DON'T WANT TO THINK ABOUT IT

Please  CHECK IN

Remote Witness Prep Lesson – Perfect “Check In”



Communicating about Settlement Delays

- Update your client along the way.
- Delays with COVID-19
 - Defendants are less likely to settle if they aren't making money
- Subrogation Delays

If you already have a good remote relationship, communicating good news and bad news is just another part of your relationship.





THE NATIONAL ACADEMY OF
DISTINGUISHED NEUTRALS

HOERSTER

THE HOERSTER MEDIATION FIRM

Remote Mediations:
The Mediator's Perspective¹

Pamela Hoerster and Darren Lee

¹ This paper was first presented at AAJ's (formerly the Association of Trial Lawyers of America (ATLA®)) *Remote Mediation Seminar*, April 2020.

2020 NADN Membership Total - 1146 Neutrals



Members in all 50 states + DC

Formal State Chapters with local websites in 42 States

78% of members nationally publish Available Dates Calendars

REMOTE MEDIATIONS: "ODR" HAS FINALLY ARRIVED!

- For years on the fringes, more often for non-litigated cases: family disputes, small claims, domain name, eBay disputes, etc.
 - Only approx. 5% of Academy members had completed mediations by video conference before.
- Now, over 70% of Academy members are offering mediations online via Zoom, GoToMeeting, WebEx, etc.

BEST PRACTICES FOR THE MEDIATOR

- We do NOT make our meetings public
- We do NOT share the meeting link publicly or on social media
- We password protect all scheduled meetings
- We change the "screensharing" option to "Host Only"
- We disable all recording functionality
- We have a very specific contract for rules and confidentiality we send to our mediation clients which MUST be signed before mediation begins.
- We request submission of the name, email and cell phone number of EVERY participant before the online mediation begins.
- We send out a 2-minute practice video to participants before the mediation begins
- We place the mediation participants in a "virtual waiting room" where my coordinator greets them, verifies all of their submitted ID information and assigns them to a "named", confidential breakout room
- Once all participants are present, we LOCK the meeting down.
- We immediately download all Zoom software updates
- We use a secure network with ethernet line connection
- We keep a backup laptop ready to go, just in case of last-minute issues!

BEST PRACTICES FOR PARTICIPANTS

- Connect to meeting from a secure network, preferably via ethernet rather than WiFi. *(Never from a public hotspot!)*
- *Practice Makes Perfect* – participants who intend to present materials are asked to practice using screenshare or whiteboard tools in advance of the mediation.
- Ensure a closed-room, with no possibility of interruption or having discussions overheard.
- No recording of the mediation permitted by participants, in whole or part.
- Ideally, a cell-phone and email free environment, to concentrate minds on the case at hand
- Participants should feel free to ask mediator for assurances on privacy/confidentiality.

#1 - ZOOM

Used by more than 80% of ADR professionals now offering virtual mediations & arbitrations

PROS

- Ease of use, for attendees and host – most intuitive interface. “It Just Works”
- Breakout Room tool: Vital for mediators to conduct ‘shuttle diplomacy’
- Cross-Platform: Participants attend using any computer, mobile device or phone
- Massive user base now. (10M+ to 200M+ just in recent weeks)

CONS

- Tabloid Headlines – many spooked by “ZoomBombing hacker” stories
- Support staff greatly stretched, very long wait times
- Not true “End-To-End” (E2E) encryption of audio/video, as industry defines it *(Instead, standard 128-bit key encryption – let’s do the math...)*
- Citizen Labs report on China-based servers. Zoom already addressing (Apr 18)

ALTERNATIVES TO ZOOM

- **SIGNAL.com**: Free and used by Edward Snowden, undercover journalists, etc.
“Military level” E2E encryption, but only for 1-on-1 video chatting. (*quite impractical for mediations*)
- **GROUP FACETIME**: Beloved by grandparents everywhere! Wonderfully simple interface, up to 30 participants can video chat together using E2E. BUT only via Apple Macs/iPhones/iPads, so impractical.
- **CISCO WEBEX MEETINGS**: DOES have an option for E2E encryption, but for audio only, not video. Rudimentary form of breakout rooms.
- **MICROSOFT TEAMS**: NOT E2E, but tighter security and does include Breakout Room functionality, Interface certainly less intuitive for all connecting.
- **BLUE JEANS**: NOT E2E. Includes BreakOut Rooms functionality, limit of 9 windows in Gallery View.
- **GOOGLE HANGOUTS** – Not E2E encryption.
- **JITSI.ORG** – Free open-source platform – not E2E encryption.

ODR BEYOND COVID-19?

- **A REALLY GREAT TOOL...**
Consensus amongst NADN members is that ODR is now another tool to use, and one that many clients have already responded to VERY positively, particularly in terms of saving both money and time.

Example: Miami arbitrator, complex ongoing case involving 12 litigants, counsel from 4 states, multiple flights and travel days out. “Why on EARTH haven’t we been using this over the last year?!”
- **...BUT NOTHING BEATS IN-PERSON**
Some ODR evangelists declare that remote mediations will now become the norm, but we disagree. Assuming the lockdown period is no more than a handful of months, we suspect there will be a preference from *counsel* for a return to normal.

Psychologists, behavioural scientists tell us that up to 80% of communication is non-verbal. As mediators in the room with counsel and parties, we have much greater control of the environment. We can take a room’s “temperature”, reading body language and making a connection with parties more effectively than can be done online, where we’ve just faces to read. We also want to maintain a positive connection with the litigators - our repeat customers - and that’s best achieved by offering a great “value add” experience; everything from a comfortable meeting space to the quality of snacks and cookies when we break for lunch.

The cat is out of the bag - parties are becoming wise to the significant cost savings. We predict that perhaps 10% of all litigated cases going forward might be mediated / arbitrated online, using one platform or another.



Settlement Negotiations in a Virtual World, Remote Mediations, and Negotiations Strategies

Pamela S. Hoerster

The Hoerster Mediation Firm

Austin · Dallas · Houston · Clear Lake · Galveston

3605 Katy Freeway, Suite 211A

Houston, Texas 77007

Telephone: (281) 335-4939

Facsimile: (281) 335-4940

e-mail: pam@hoerstermediationfirm.com

Presented for:

American Association for Justice | Education

April 15, 2020

SECURITY CONCERNS

1. Mediator security
2. Participant security
3. Have to have both
4. Mediator MUST be host

HOERSTER MEDIATION FIRM MODEL FOR SECURE ONLINE MEDIATIONS

Mandate for Mediators:

1. We do NOT make our meetings public
2. We do NOT share the meeting link publicly or on social media
3. We change the “screensharing” option to “Host Only”
4. We have a very specific contract for rules and confidentiality we send to our mediation clients which “MUST” be signed before mediation begins
5. We request submission of the name, email and cell phone number of EVERY participant before the online mediation begins
6. We send out a 2-minute practice video to participants before the mediation begins
7. We place the mediation participants in a “virtual waiting room” where my coordinator greets them, verifies all of their submitted ID information and assigns them to a “named”, confidential breakout room
8. We immediately download software updates
9. We use a secure network with ethernet line connection

PARTICIPANT CONFIDENTIALITY AND SECURITY

1. Have a secure network – ethernet line preferable indirectly huge for security
2. Do NOT go to a public place, i.e. Starbucks
3. Isolate in a private, uninterrupted room
4. Ask questions to your chosen mediator – how will she/he protect confidentiality
5. Imperative that online session is PW Protected

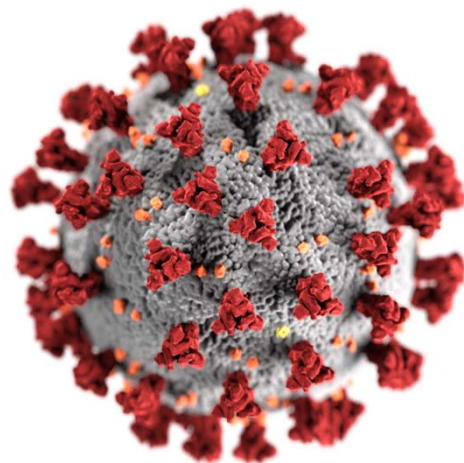
ETHICS ISSUES WITH SOCIAL MEDIA INVESTIGATIONS DURING COVID-19

Jay Stefani



This presentation was first presented at AAJ's (formerly the Association of Trial Lawyers of America (ATLA®)) *Avoiding Ethical Landmines During COVID-19 Webinar*, June 2020.

IT'S A COVID-19 WORLD...



...AND WE'RE JUST LITIGATING IN IT.

BUT IS IT A *DIFFERENT* WORLD?

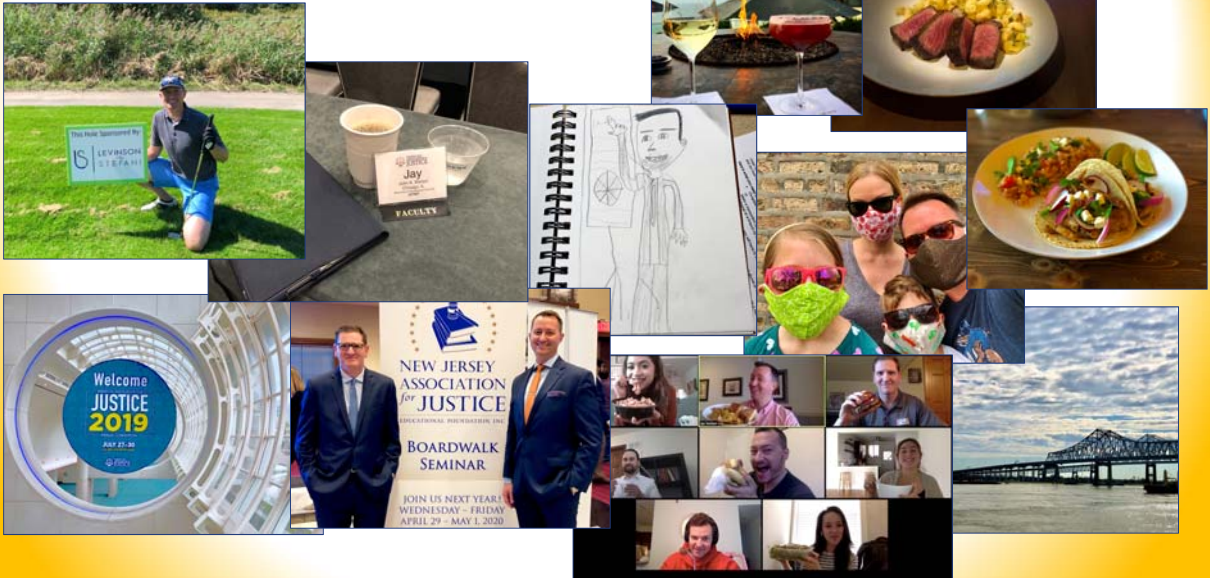


SOCIAL MEDIA IS...



...EVERYWHERE!

WHAT GOOD IS IT?



Avoiding Ethical Landmines During COVID-19 Webinar

June 8, 2020

“GOOD” SOCIAL MEDIA

VS.

“BAD” SOCIAL MEDIA

Avoiding Ethical Landmines During COVID-19 Webinar

June 8, 2020

COMPASSION & UNDERSTANDING

“But I need some smiles in my life and my friends should see I’m not crying all the time.”

PROTECT YOUR CLIENT (from your client)



CONTRACT FOR LEGAL SERVICES – Part II

I, **Client**, having hired and retained **Attorney** to represent me, do hereby agree to the following terms about my Internet and social media use and behavior, which may have a direct impact on my case or claim:

- 1) I agree to NOT make any mention of my case or claim, or post/share any photographs or videos related to my case or claim, online or on any social media service (including, but not limited to, Facebook, Twitter, YouTube, LinkedIn, Yelp, Google+, Avvo, Tumblr, or Instagram) or on any other blog or social network.
- 2) If I have previously made any such statement, or posted or shared a related photograph or video, I will immediately make **Attorney** aware, and provide screenshots of the statement(s). I will not delete these statements.

I understand that **Attorney** will store, access, transmit, or modify my case information, including confidential and personally identifiable information, on, through, or using outside servers (i.e., in the “cloud”) and wireless/cellular technology. **Attorney** uses industry-standard services, including Filevine, a practice management software-as-a-service, to maintain my file, and Google Apps (including Gmail). I consent to **Attorney** communicating with me via email and text/multimedia message.

My preferred email address for case-related communications is: _____
If you do not have a personal, private email address, we recommend you create a Google Gmail account, use one associated with this. To protect confidentiality, we advise you not to communicate about your case through social media.

Attorney may also use other cloud-based service providers (e.g., Dropbox) to store, transmit, manipulate, and share information or documents related to my case. I understand that, while the providers of such services strive for excellent security, there is no guarantee that my data is and always will be secure. Use of these services may result in costs to you. Knowing this, I authorize **Attorney** to use such services in management of my legal matter and in the regular course of business.

I understand the importance of the attorney-client relationship. I understand that if I freely speak details of my case to third parties, including using my employer-sponsored email address, I may waive attorney-client privilege. I understand that Levinson and Stefani is also bound by confidentiality, and that my attorneys may only discuss my case with express or implied authority.

I hereby authorize Levinson and Stefani to discuss my case with: _____
I understand that I can change or revoke the above-written, additional authorization at any time by submitting such request to Levinson and Stefani in writing.

I understand and agree that my failure to abide by these terms could negatively impact my case or claim, and could be cause for Levinson and Stefani to withdraw as my attorney.

I have read these terms and understand them, and I agree to abide by them.

Signed: _____

Dated: _____

PROTECT YOUR CLIENT

(from your client)

- 1) I agree to NOT make any mention of my case or claim, or post/share any photographs or videos related to my case or claim, online or on any social media service (including, but not limited to, Facebook, Twitter, YouTube, LinkedIn, Yelp!, Google+, Avvo, Tumblr, or Instagram) or on any other blog or social network.

PROTECT YOUR CLIENT

(from your client)

- 2) If I have previously made any such statement, or posted or shared a related photograph or video, I will immediately make **Attorney** aware, and provide screenshots of the statement(s). ***I will not delete these statements.***

AVOID UNNECESSARY HEADACHES

- 1) Don't lie.
- 2) Don't let your client lie.
- 3) Don't destroy evidence.
- 4) Don't let your client destroy evidence.

Citations:

- MRPC Rule 3.3
- MRPC Rule 3.4
- IL Supreme court Rule 201(b)(1) (discovery rules)
- *Shimanovsky v. General Motors Corp.*, 181 Ill.2d 112, 692 N.E.2d 286, 229 (1998) (spoliation)

WHAT'S GOOD FOR THE GOOSE...

***Carlson v. Jerousek*, 2016 IL App (2d) 151248**

- Relevant
 - Reasonably calculated to lead to discovery of admissible information
- Proportional
 - Case-by-case analysis
 - Understanding the overwhelmingly personal nature of ESI
- Bottom Line
 - No fishing – know what you want

DEFENDANT'S SOCIAL MEDIA



- "Shall not communicate" – MRPC Rule 4.2
- "Conduct involving dishonesty, fraud, deceit or misrepresentation" – MRPC Rule 8.4



"GENERAL" SOCIAL MEDIA RESEARCH

AVOID MALPRACTICE—KNOW ABOUT THE VACCINE INJURY COMPENSATION PROGRAM¹

Lawrence R. Cohan
Anapol Schwartz Weiss & Cohan
1710 Spruce St.
Philadelphia, PA 19103
(215) 790-4567
lcohan@anapolschwartz.com
E. Drew Britcher
Britcher Leone & Roth, LLC
175 Rock Rd.
Glen Rock, NJ 07542
(201) 444-1644
drew@medmalnj.com

I. Introduction

The old adage “ignorance of the law is no defense” has a particular application in the world of legal malpractice as it relates to the National Vaccine Injury Compensation Program (NVICP) enacted by Congress in 1986. Understanding the existence of the program and the potential pitfalls for personal injury practitioners who fail to recognize its rules may help avoid a report to someone’s carrier.

When we are asked to lecture on vaccine injuries and vaccine injury cases, we always begin with two questions. First, we ask, “Has everyone had their vaccinations?” If not, we tell everyone that they should. Second, we ask (whether lawyers, doctors, or anyone else), “If you or someone you knew was injured from a vaccine, where would you go to seek compensation?” The answer to the second question is almost universally, “I don’t know.” The lack of knowledge of the National Vaccine Injury Compensation Program by attorneys has led to a dramatic number of legal malpractice cases and an even greater number of unrepresented victims.

II. Vaccines in Our World

Childhood vaccinations, though an important part of the public health program, are not without risk. Because vaccines often contain either killed bacteria or live, but weakened, viruses, they can cause serious adverse effects. Although the majority of children receive these vaccinations without event or with only mild reaction, a very small percentage of children suffer from severe

¹ This paper was first presented at AAJ’s (formerly the Association of Trial Law America (ATLA®)) *Annual Conference*, Montreal, Canada July 2015.

reactions that can result in permanent damage including, but not limited to, seizure disorders, mental and physical retardation, behavioral disorders, and for some, even death.

All practicing attorneys should at least be familiar with the fundamentals of the National Childhood Vaccine Injury Act of 1986 (42 U.S.C. § 300 *et seq.*), which created the NVICP. This no-fault alternative to the traditional tort system for resolving vaccine injury claims provides compensation to people found injured by certain vaccines. The vaccine injury table included in the Act is your one-stop location to determine which vaccines are covered by the NVICP.

III. Creation of the Vaccine Injury Compensation Program

Though the incidence of severe reaction to vaccines is relatively rare, Congress became concerned that tort liability and related costs might drive up the prices of vaccines and discourage vaccine manufacturers from staying in this market. Likewise, there was a concern that normal tort litigation might leave many sufferers of vaccine-caused injuries uncompensated. Accordingly, in 1986, Congress passed the National Childhood Vaccine Injury Act of 1986, codified at 42 U.S.C. § 300aa-1 to 34, which established a program administered by the Secretary of Health and Human Services for the purpose of providing for the “optimal prevention of human infectious disease through immunization and to achieve optimal prevention against adverse reactions to vaccines.” 42 U.S.C. § 300aa-1. As part of this program, Congress established a National Vaccine Injury Compensation Program through which claimants could petition to receive compensation for vaccine-related injuries or death.

While this article will discuss more information about the program and how it works, the most critical provision of the Act for all personal injury lawyers to recognize is the stringent statute of limitations. *The statute of limitations applicable to vaccine injury cases pursued under the Act is three years from the date of the vaccination. In the event of death, the statute of limitations is two years from the date of death. There is no tolling for minority and no discovery rule.*

IV. The Program Is Your Exclusive Remedy

The NVICP was originally designed as a no-fault compensation program and the injured petitioner was required to exhaust the NVICP before attempting to file a civil suit against the manufacturer of the vaccine. Practically, if a petitioner did not receive a favorable ruling by a special master, the petitioner could then remove his petition from the NVICP and file a civil action for a design defect claim. However, in 2011, the U.S. Supreme Court in *Bruesewitz v. Wyeth, LLC*,² held that the plaintiffs’ claims of a design defect for a vaccination were preempted by the NVICP. This holding has effectively made the NVICP the sole forum in which to litigate vaccine injuries so long as the vaccines were accompanied by proper directions and warnings.

² *Bruesewitz v. Wyeth, LLC*, 131 S. Ct. 1068 (2011).

To achieve this goal, Congress required that such claims first be heard by Special Masters of the United States Court of Federal Claims (previously called the United States Claims Court) rather than processed as traditional torts in the state courts. 42 U.S.C. § 300aa-10(a). The Act also provided a relaxed causation standard relative to tort for the purposes of adjudication. A statutory limit was prescribed for compensation of successful petitioners. 42 U.S.C. § 300aa-15.

Under the Act, a petitioner's burden of demonstrating that a vaccine caused injury or death is relaxed by providing that certain injuries or conditions will be presumed to have been caused by the vaccine when they occur within a certain time after administration of the vaccine. Thus, entitlement to compensation can be established by showing that the injured (or deceased) suffered from one of the injuries or conditions as set forth in the Act's Vaccine Injury Table (Table) at 42 U.S.C. § 300aa-14(a) and that the first manifestation of that injury occurred within the time frame provided in the Table. The aids to interpretation following the actual Table describe the signs tending to indicate that a Table injury or condition has occurred. 42 U.S.C. § 300aa-14(b). Where a petitioner demonstrates a Table injury or condition, that injury or condition is presumed to have been caused by the vaccine. 42 U.S.C. § 300aa-11(c)(1)(C)(i), note 1. Unless the respondent (counsel on behalf of the U.S. Government) can demonstrate by a preponderance of the evidence that the injury or condition was not caused by the vaccine, the petitioner is entitled to compensation.

The Act also provides that if a petitioner cannot show that the injury or death is on the Table—or if the injury itself was suffered outside the Table time frame—the petitioner may still seek to prove that the injury or death was actually caused by the vaccine or that the vaccine was the causation in fact of the injury. 42 U.S.C. § 300 aa-11(c)(1)(C)(ii)(I). Studies over the years following the enactment of the Act have led to many modifications and revisions of the original Act. Read the current version to know where you stand!

The statutory presumption available in cases where the injury and time frame are in the Table does not exist for “causation in fact” cases. Thus, proof of causation in fact is more burdensome. A claimant must prove by the preponderance of the evidence that the vaccine, and not some other agent, was the actual cause of the injury. Actual causation cases also require the court to determine that there is not a preponderance of evidence that the injury was caused by alternative etiologies. Causation in fact therefore requires proof of a logical sequence of cause and effect showing that the vaccination was the reason for the injury. This requires reputable medical or scientific explanation to support the logical sequence of cause and effect.

V. The Case Must Be Properly Worked Up, Prepared, and Filed

Once you have properly screened the case, obtained the necessary medical records, and obtained a supportive expert, it is time to commence the case by filing the necessary pleading—the Petition for Compensation. A petition is a document, typically only a few pages in length, that lays out the factual basis on which you believe that your client is entitled to compensation.

According to Rule 2(c)(1) of the *Vaccine Rules of the United States Court of Federal Claims*,³ the petition must contain:

(A) a short and plain statement of the grounds for an award of compensation, including:

- (i) the name of the individual to whom the vaccine was administered;
- (ii) the date and place of the vaccination;
- (iii) a specific description of the injury alleged; and
- (iv) whether the injury claimed is contained within the Vaccine Injury Table

Practically, you also want to be sure you adequately lay out a chronology of your client's medical course, which will include the diagnostic testing performed and the results, the diagnosis, the treatment, any rehabilitation facts, and the client's current status at the time the petition is filed. These facts will help the court, the Department of Health and Human Services (HHS), and the Department of Justice (DOJ) preliminarily review the case.

With the petition, you are required to file all of the medical records and affidavits that you will rely upon to prove your case. Additional records and updated records, if your client is still being treated, can be obtained after the case is filed and submitted on a rolling basis.

Following a hearing, the Special Master will issue a final decision determining whether or not an award for compensation will be made and, if so, the amount thereof. Typically, the process will be separated into two parts, an entitlement hearing for determination as to whether compensation under the Act will be made and, if so, a damages hearing requiring the submissions of life care plans by both petitioners and respondents. In the case of death, where a determination of entitlement has been made, the statute provides for a maximum award of \$250,000.

Though most children will proceed through these childhood vaccinations without event, for those who suffer from the recognized complications associated with them, the results can be devastating. The compensation awarded through the Act is intended to provide a no-fault means of benefit for the child without provision of direct compensation for the parents or guardians other than past unreimbursed expenses. Likewise, the Act provides for the payment of counsel fees and costs for a meritorious case whether compensation is awarded or not.

VI. Your Obligation as Counsel

³ U.S. COURT OF FEDERAL CLAIMS, www.uscfc.uscourts.gov/vaccine-programoffice-special-masters.

For those who do not wish to become members of the Bar of the United States Court of Federal Claims and learn the intricacies of the NVICP, it is still critical to understand the program's existence and the statute of limitations provisions to avoid being faced with a claim for turning someone down and telling them the wrong deadline for filing. More than a few practitioners have faced claims after they advised someone of their state's standard statute of limitations for cases involving claims for minors. Don't let that happen to you!

VII. Attorney's Duty to Be Knowledgeable About Federal Vaccine Claims

Under the Model Rules of Professional Conduct, lawyers have a common law duty to their clients to familiarize themselves with the law. This requirement falls under the general duty of competent representation. The Model Rules, which have been widely adopted in nearly every state, require general competence of an attorney. Competence is broadly and liberally construed, and likely to include an attorney's duty to know the law generally. Therefore, attorneys have a duty to educate themselves in the law and failure to do so puts them at risk for legal malpractice. Rule 1.1 of the Model Rules of Professional Conduct governs an attorney's duty of competence. Specifically, the rule sets forth, "[a] lawyer shall provide competent representation to a client. *Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.*" Whether all lawyers can be held to the standard of knowing the nuances—or even the existence of—the NVICP remains debatable. But now that you know the basics, you won't have to engage in that debate.

VIII. Conclusion

The particulars of your case may dictate whether or not you have an obligation to recognize the presence of a vaccine claim. Your state may impose a burden on all counsel to be able to recognize a cause of action. Our advice is that you should not rely on an argument about the law concerning legal malpractice, but rather that you and your staff should be cognizant of the fundamentals of the NVICP. Any potential client that complains of an injury, which is otherwise unexplained and which follows a vaccination, should be considered for a potential vaccine injury claim. Remember that the claims do require the support of an expert, and compliance with the program rules is mandatory. The Court of Federal Claims is the only place these cases can be filed. You have not tolled the statute of limitations by filing an action in your local jurisdiction.

The Court of Federal Claims publishes a registry of vaccine injury practitioners on its website, which is available for anyone to access and consult with knowledgeable counsel. We also have an active and fully engaged Vaccine Injury Practitioners' Bar Association, which is available to join and is the best resource to obtain information and input concerning vaccine-injured victims' claims.

As you contemplate these materials and our presentation, remember that you are now one of the few attorneys that actually know of the existence of the program. Please spread the word. It is

imperative that every member of the American Association for Justice understands the basics, and that all of our potential client victims obtain appropriate representation. At the same time, if anyone asks, please encourage him or her to continue receiving vaccinations. While there are most assuredly known risks to vaccinations, the benefits far outweigh those risks. And while an injured victim deserves compensation, everyone should receive scheduled vaccinations.