

Medicare Liability Set Asides: Will there ever be an answer?

BY JONATHAN W. BROGAN

Certainty in settling a personal injury liability case is paramount. For any plaintiff, the thought of ending his claim but continuing interactions with lawyers, insurance adjusters and the legal system makes no sense.

For the defendant and the insurer, who are paying money to finally settle the case, having open ended questions of liability to a third party and continuing legal and administrative duties regarding a settled case are equally non-sensical.

Yet, because of legislative changes to the Medicare Act in 2009, and the ongoing uncertainty in its administration, both plaintiffs and defendants are continuing to be presented with these unpalatable choices.

By now most plaintiff and defense lawyers and insurance professionals are familiar with the Medicare changes. Anyone who handled any volume of personal injury liability cases understood the need for Medicare's conditional payments to be repaid out of any settlement. It was a routine part of what any good attorney did in resolving their client's claim. The penalty for failing to do so is severe. A person's eligibility for Medicare insurance can be terminated if they fail to reimburse Medicare for conditional payments already made. An insurer may be fined or made to pay more than the original settlement.

The new issue was dealing with the edict from the 2009 legislation that "all persons must protect Medicare's interest" in a settlement. For years, workers' compensation lawyers have dealt with Medicare set aside accounts (MSA). MSAs were coordinated through the Centers for Medicare and Medicaid Services (CMS) and a market of vendors provides MSAs for workers' compensation claims.

Medicare statutes and regulations do not provide for liability Medicare set aside accounts (LMSAs). However it is clear that MSAs have been a regular part of the workers' compensation world and are generally accepted and reviewed by CMS for workers' compensation cases.

For liability cases, the issue of LMSAs is murkier. To date, there has been no direct guidance from CMS or any other federal entity stating that set asides are required for liability claims in which the injured person has continuing medical expenses associated with a third-party accident and is either on Medicare or will be on Medicare within 30 months. This vacuum has created a flood of opinions from attorneys and commentators regarding the necessity of MSAs for liability settlements. The only guidance that has been provided by CMS, directly, is that the law must be followed and parties involved in a liability case settlement need to "protect Medicare's interest" and it is up to



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the settling parties to figure out how to do that. There are no statutory requirements or procedural guidelines for the use of MSAs for liability settlements. Submission of a LMSA is voluntary, must be made to the local CMS office, and may not even be reviewed.

So, the question remains “is a liability MSA required?” The answer from CMS remains “the parties need to protect Medicare’s interest”. CMS has not provided guidance with how Medicare’s interest should be protected.

Arising out of this miasma of bureaucratic haze is uncertainty for plaintiffs, defendants, attorneys and insurers. None of that uncertainty encourages prompt and proper resolution of claims or effective guidance from attorneys to their clients. Much has been written by the plaintiff’s bar stating that set asides in the third-party liability cases are NOT required. The basis for these opinions is the lack of guidance from CMS, several court cases explaining the difference between liability judgments and settlements and workers’ compensation settlements, and a not unreasonable reading of the statutes and regulations promulgated to date in cases where Medicare is involved.

Current Medicare guidelines, as outlined in Medicare Secondary Payer Manual, state “there should be no recovery of benefits paid for services rendered after the date of a liability settlement.” There remains no clear or uniform directive from Medicare or CMS as to when or how to use LMSAs. There is no established procedure for CMS review or approval of LMSAs. But, the letter of the law remains that “all persons must protect Medicare’s interest”. Medicare must be “adequately considered” when finalizing any settlement.

Given all this, the plaintiff’s bar had become adamant that set asides are not necessary and not required. It appeared that a sea change was taking place and that both sides were becoming

comfortable that now, two years since the implementation of the new law, CMS was not looking for LMSAs. Then, on September 30, 2011, the acting director of the Financial Services Group of CMS, Charlotte Benson, issued a memorandum which stated purpose was “to provide information regarding proposed liability Medicare set-aside arrangement (LSMA) amounts related to liability insurance (including self insurers), settlements, judgments, awards, or other payments (“settlements”).”

The memo assumes that LSMAs exist. It also assumes that the LSMAs are being reviewed. Neither assumption, as was stated earlier, is correct. The purpose of the memorandum is to explain that if a beneficiary’s treating physician certifies, in writing, that treatment for an injury related to a third-party liability claim has been completed as of the date of settlement and that future medical services for that injury will not be required, Medicare would consider that final and be satisfied completely.

The memo goes on to state that when a certification is provided by a treating physician, there is “no need for the beneficiary to submit the certification or a proposed LMSA for review”. CMS adds that it will not approve these physician’s letters but that the plaintiff and his lawyer are “encouraged to

maintain the physician certification”.

To date, the author knows of no requirement by CMS to institute LMSAs, nor any system within CMS to review LMSAs. However, there is now guidance that, with the treating physician’s certificate effectively vouching that no future treatment will be related to a specific accident, one need not submit an LMSA. Joseph Heller could not have produced a more confused scenario.

So far, Medicare has declined to formally address or establish procedures for LMSAs. Some CMS regional offices will agree to review and approve LMSAs, while others will not. Medicare’s own manual states “there should be no recovery of benefits paid for services rendered after the date of a liability settlement”.

So where does it leave us simple country lawyers trying to practice and protect our clients? The answer, unfortunately, is right back where we started. Up until the September 30 memo, it appeared, with all the commentary that had been produced by the bar and others, that CMS was not requiring LMSAs. The language that Ms. Benson used in her memo was certainly not earth shattering. It had been used in the workers’ compensation context for years. However, the assumption that LMSAs existed, and some framework for their implementation was available, is making everyone rethink exactly what the state of LMSAs is as of October 2011.

When in law school, we were taught that we needed to spot issues and then work to resolve them. In this situation, the issue has been glaring at the plaintiffs and defense bar for two years with almost no guidance from those who are paid to promulgate answers. The frustration continues to mount and the ability for a plaintiff’s lawyer or a defense lawyer to correctly and succinctly advise their client as to the proper course of action remains, fundamentally, out of reach. □

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newsletter

is published quarterly to inform you of recent developments in the law, particularly Maine law, and to address current topics of discussion in your daily business. These articles should not be construed as legal advice for a specific case. If you wish a copy of a court decision or statute mentioned in this issue, please e-mail, write or telephone us.

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Continuing Uncertainty Around The Doctrine of Continuing Negligence

BY CHRISTOPHER C. TAINTOR

In a recent decision, *Baker v. Farand*, 2011 ME 91, 26 A.3d 806, the Law Court struck out in a new direction, holding for the first time that a physician sued for medical malpractice could potentially be held liable for injury resulting from conduct that occurred partly, even primarily, more than three years before suit was commenced. As explained below, although the impact of this ruling may be significant for health care practitioners, it is likely to be limited to the medical arena.

A. Legal Background

In 1985 the Maine Legislature enacted a package of medical malpractice litigation reforms, intended to address concerns around escalating malpractice insurance costs. One part of this reform package was a new, comprehensive statute of repose, which provides:

Actions for professional negligence shall be commenced within 3 years after the cause of action accrues. For the purposes of this section, a cause of action accrues on the date of the act or omission giving rise to the injury This section does not apply where the cause of action is based upon the leaving of a foreign object in the body, in which case the cause of action shall accrue when the plaintiff discovers or reasonably should have discovered the harm

In the years that followed, the Law Court strictly applied the statute, holding that it barred claims for injuries that did not become manifest -- or did not even occur -- until more than

three years after “the date of the act or omission giving rise to the injury.” In *Choroszy v. Tso*, 647 A.2d 803 (Me. 1994), for example, the Court held that the statute barred a claim for failure to diagnose cancer, where four years had elapsed between the defendant’s alleged negligence and the eventual diagnosis. The Law Court observed that the “bright line” rule of accrual for medical malpractice cases, which gives health care professionals a measure of certainty, advanced the legislative goal of controlling health care costs. And while acknowledging that the three-year period of repose “may cause some hardship” for particular plaintiffs, such as the *Choroszys*, the Court reasoned that any perceived unfairness “was contemplated by the Legislature when it made its policy choice.” *See also Musk v. Nelson*, 647 A.2d 1198, 1199 (Me. 1994) (claim of negligence in performance of sterilization procedure was time-barred even though failure of procedure was only discovered when patient became pregnant, “nearly three years later”).

The Law Court further made it clear that because Section 2902 was comprehensive in scope, it admitted of no exceptions except for those expressly contained in it (i.e., “foreign object” cases). Thus, in *Dickey v. Vermette*, 2008 ME 179, 960 A.2d 1178, the Court rejected a dental malpractice plaintiff’s argument that it should recognize an exception to Section 2902 for an alleged failure to diagnose oral cancer, and “apply the continuing course of treatment doctrine to effectively toll the statute of limitations until after [the patient’s] relationship with [her dentist] ended.” The Court reasoned:



CHRISTOPHER C. TAINTOR

In setting a three-year period of limitations, declaring that the cause of action “accrues on the date of the act or omission giving rise to the injury” and carving out a specific exception for foreign objects, the Legislature effectively declined to adopt the continuing course of treatment doctrine. By [recognizing the doctrine], we would be imposing a judicially-created exception that is contrary to the plain meaning of section 2902.

B. The Baker Case

It was against this background that the *Baker* case came to the Law Court. The plaintiff’s claim was that his primary care physician, who had been monitoring his prostate specific antigen (PSA) -- a marker thought to be indicative of prostate cancer -- was negligent beginning in 2002, and in annual physical checkups thereafter, by reason of his failure to respond appropriately to abnormal PSA test scores. The plaintiff alleged that upon receiving each of these results his doctor should have either referred him to a urologist or recommended that he have a further workup.

While the case was pending before a prelitigation screening panel, the defendant moved for partial summary judgment, arguing that he was “entitled to judgment on any claim for damages on account of injury alleged to result from any act or omission that occurred more than three years before this suit was initiated.” The Superior Court granted that motion, and the interlocutory decision was submitted on report to the Law Court.

On appeal, the plaintiff urged the Law Court to adopt as Maine law a “continuing negligent treatment doctrine,” a variation of the “continuing treatment doctrine” rejected in *Dickey*. Under this rule, he argued, his right to sue accrued not at the termination of the physician-patient relationship (as it would under a “pure” continuing treatment rule), but rather on the date of the treating physician’s last act of “continuing” negligence. The plaintiff asked the Court to effect this result by reading the phrase “act or omission giving rise to the injury,” in Section 2902, to mean “last in a series of continuing acts or omissions committed in the treatment of a single condition, under circumstances where the progressive and initially asymptomatic nature of the injury makes it impossible to determine the timing of injury.” Understandably, given the Law Court’s prior decisions, he disavowed any intention of asking the Court to adopt or create an “exception” to the three-year period of repose. Instead, he argued, the Court needed only apply the existing statute to a new “cause of action.” According to the Plaintiff, “continuing torts” historically have been recognized -- for example, in cases involving events like toxic exposures -- so the Law Court would not have to radically depart from established tort doctrine to adopt a similar rule for medical treatment.

The Law Court ruled in the plaintiff’s favor, although it reached that

result by a route of its own creation. The holding of the *Baker* case is that:

[A] plaintiff may bring a single action alleging continuing negligent treatment that arises from two or more related acts or omissions by a single health care provider or practitioner where each act or omission deviated from the applicable standard of care and, to at least some demonstrable degree, proximately caused the harm complained of, as long as at least one of the alleged negligent acts or omissions occurred within three years of the notice of claim.

Notably, though, the Court did *NOT* endorse the plaintiff’s characterization of “continuing negligence” as an accepted species of Maine tort law. Recognizing, presumably, that acceptance of that theory might foment a whole new body of litigation around statutes of limitation in all kinds of tort cases, the Court went out of its way to make it clear that it arrived at its decision “based on the language and authority of the Health Security Act and not the common law.” The Court reasoned:

1. The term “act or omission,” which is what triggers the accrual of an “action for professional negligence,” is not defined in the Health Security Act;
2. However, “professional negligence” is defined in the Act, and the definition refers to “acts or omissions” in the plural;
3. “Accordingly, a single cause of action may arise from multiple acts or omissions even if each independent act or omission, viewed in isola-

tion from the other acts or omissions, constitutes an independent deviation from the applicable standard of care. In such cases, the key question is whether, in combination, ‘the acts or omissions complained of proximately caused the injury complained of.’ If so, the single cause of action must accrue from the date of the last act or omission that contributed to the alleged injury because only then was the alleged negligence complete.”

In short, the Law Court based its entire analysis on a provision of the Health Security Act that was not the focus of either party’s argument.

C. What The Future Holds

The *Baker* case inevitably will expand the scope of liability for health care practitioners, especially but not exclusively in cases of delayed diagnosis. The decision also raises several questions, which themselves will inevitably be the subject of ancillary litigation. When are serial acts or omissions sufficiently “related” to extend the period of repose? Who decides the question of relatedness, the judge or the jury? And can “related” acts or omission committed by different practitioners within a single institution extend the time to sue? Having left these questions largely unanswered, the Law Court has effectively blurred the once “bright line” rule of accrual for medical malpractice cases, and thereby undermined the legislative goal of making malpractice litigation more predictable and less costly. We will undoubtedly be reporting on future developments as trial courts grapple with the difficult questions the *Baker* case presents. □

NHD Attorneys Designated as “Lawyer of The Year”

Norman, Hanson & DeTroy is proud to announce that three of its attorneys have been designated by *Best Lawyers* as the “Lawyer of the Year” for 2012 for the greater Portland area. We congratulate the following attorneys for having achieved this impressive recognition.



Peter J. DeTroy
Criminal Defense:
Non-White Collar



Stephen Hessert
Workers’ Compensation –
Employers



Mark G. Lavoie
Medical Malpractice –
Defendants

NHD Recognized as Among the Best by Benchmark Litigation

The upcoming 5th Edition of Benchmark Litigation’s “*The Guide to America’s Leading Litigation Firms and Attorneys*” has listed NH&D as among six recommended firms for the State of Maine. We are particularly proud that both Peter DeTroy and Mark Lavoie have been designated as “local litigation stars” in this prestigious publication. □



NHD Attorneys Listed as New England “Super Lawyers”

We are proud to announce that the 2011 edition of *New England Super Lawyers & Rising Stars*, a Thomson Reuters Service, has listed Peter J. DeTroy as among New England’s top 100 attorneys. We congratulate Peter for this outstanding recognition.

The following attorneys have been listed either as New England Super Lawyers or Rising Stars.

New England Super Lawyers 2011



Peter J. DeTroy
Professional Liability: Defense



Kevin M. Gillis
Workers’ Compensation



Stephen Hessert
Worker’ Compensation



John H. King, Jr.
Workers’ Compensation



Mark G. Lavoie
Personal Injury Defense
Medical Malpractice



James D. Poliquin
Insurance Coverage



Joshua D. Hadiaris
Personal Injury Plaintiff: General

New England Rising Stars 2011



Lance E. Walker
Insurance Coverage

NHD Attorneys Listed in “Best Lawyers”

Norman, Hanson & DeTroy is proud to announce that sixteen of its attorneys have been named to the 2012 edition of *The Best Lawyers in America*, the oldest and most respected peer review publication in the legal profession. First published in 1983, *Best Lawyers* is based on an exhaustive annual peer-review survey comprising nearly 4 million confidential evaluations by some of the top attorneys in the country. The *Best Lawyers* lists appear regularly in *Corporate Counsel Magazine*, and is published with collaboration with *U. S. News & World Report*.



Robert W. Bower, Jr.
Workers' Compensation Law –
Employer



Jonathan W. Brogan
Medical Malpractice Law –
Defendants
Personal Injury Litigation –
Defendants



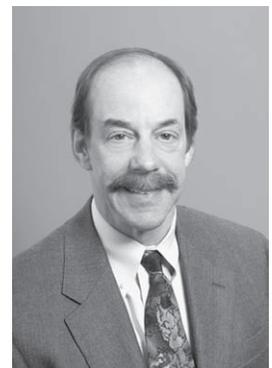
Peter J. DeTroy
Bet-the-Company Litigation
Commercial Litigation
Criminal Defense:
Non-White Collar
Criminal Defense:
White-Collar
Mediation
Personal Injury Litigation –
Defendants
Personal Injury Litigation –
Plaintiffs



Paul F. Driscoll
Litigation – Real Estate Law



Mark E. Dunlap
Personal Injury Litigation –
Defendants



John W. Geismar
Tax Law

NHD Attorneys Listed in “Best Lawyers” *(Continued)*



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Workers' Compensation Law –
Employers



David L. Herzer, Jr.
Personal Injury Litigation –
Defendants
Professional Malpractice Law –
Defendants



Stephen Hessert
Workers' Compensation Law –
Employers



Mark G. Lavoie
Medical Malpractice Law –
Defendants
Personal Injury Litigation –
Defendants



Stephen W. Moriarty
Workers' Compensation Law –
Employers



Russell B. Pierce
Commercial Litigation



James D. Poliquin
Appellate Practice
Commercial Litigation
Insurance Law
Personal Injury Litigation –
Defendants



Roderick R. Rovzar
Corporate Law
Real Estate Law



John R. Veilleux
Insurance Law
Personal Injury Litigation –
Defendants

Ethics Commission Rules Attorneys May Not Enter into Personal Hold Harmless Agreements as Part of a Client's Settlement

BY ADAM B. ZIMMERMAN

In an April 2011 opinion the Professional Ethics Commission of the Maine Board of Bar Overseers advised members of the plaintiffs' bar that, in their view, it is a violation of the Maine Rules of Professional Conduct to enter into a personal Hold Harmless or Indemnification agreement with defendants or their insurers. Certainly a plaintiff can still agree to indemnify defendants or their insurers against subrogation interest, reimbursement claims and statutory or common law liens asserted by others. However, Opinion 204 makes it clear that an attorney for the plaintiff may not agree to be responsible for those claims should the plaintiff fail to pay any third party who may have a valid claim to settlement funds.

This situation most often presents itself as follows; medical expenses generally form the lion's share of damages an injured party is compensated for in settlement. Statutory or common law liens often require most or all of a plaintiff's medical expenses be repaid to a health insurer, government agency, or health care provider out of a portion of that settlement. Certainly it is the plaintiff's responsibility to satisfy any valid liens, but in the event the plaintiff fails to do so, many states including Maine allow valid lien holders to seek recovery from the party liable for the injuries or their insurer. These parties may in turn normally pursue action against the plaintiffs pursuant to a signed release as part of the settlement. However, in an effort to avoid involvement in additional litigation over liens, attorney indemnification as a condition of such settlements had become a common request by defendants or their insurers.

The Ethics Commission explained that Hold Harmless or Indemnification

agreements for the benefit of defendants or insurers essentially make the attorney a guarantor against lien claims that a third party may be entitled to assert against the attorney's own client. Obviously in that situation the lawyer's interests would be directly at odds with the client's interests. Such conflicts appear to create violations of Rule 1.2(a), Rule 1.7(a)(2) and Rule 2.1(a) of the Maine Rules of Professional Conduct. In short these rules specifically address respectively; a client's right to decide whether or not to settle, the prohibition against which prohibits representation if the attorney's representation would be materially limited by that lawyer's responsibilities to a third party or by a personal interest of the lawyer, prohibiting an attorney from providing financial assistance to a client in connection with possible future litigation. Additionally the Commission determined that an attorney's potential responsibility for a client's obligation to pay third parties who are not direct parties to the litigation would be a prohibited acquisition of a financial interest in the litigation that the attorney is conducting, and also be an improper advance of financial assistance to the client.

The legal ethics commissions of at least twelve other states have issued opinions substantially similar to Professional Ethics Commission Opinion 204. Though virtually all of the opinions which have been issued, including Maine's, addressed the issue of conflicts specific to plaintiffs' attorneys arising from such hold harmless or indemnification agreements, it is highly likely that demanding such agreements would create problems for defense counsel and their clients. In Wisconsin that state's Professional Ethics Formal



ADAM B. ZIMMERMAN

Opinion E-87-11 explicitly makes proposing, demanding, or entering into an indemnification agreement in personal injury cases a violation of the rules of professional conduct. In order to minimize the risk of having to pursue future lien litigation clients should be comforted that, at the very least, they can rely on a lawyer's duty to deliver funds to a third person when there is a valid lien against the plaintiff related to the settlement of the case. Clients need to be aware that indemnification must be sought from plaintiffs alone and that seeking attorney indemnification now implicitly appears to be ethically prohibited, if not explicitly so.

Conclusion

In light of Opinion 204 and Rule 8.4(a) of the Maine Rules of Professional Conduct which prohibits attorneys from insisting or inducing another attorney to violate the Maine Rules of Professional Conduct it seems clear that defense counsel and their clients should no longer request opposing counsel agree to a personal Hold Harmless or Indemnification agreement as a guarantor of their clients as a condition of settlement in personal injury cases as has previously been a common practice. □

New Associates

Marya R. Baron

We are pleased to announce that Marya Baron joined the firm in September, 2011, as an associate attorney. She grew up in Cape Elizabeth and graduated from Waynflete School, and subsequently attended Grinnell College in Iowa, receiving a B.A. in History.



MARYA R. BARON

Prior to attending law school, Marya worked in public relations and marketing (in a variety of places, including New York City, small-town Pennsylvania, and Portland). In 2007, while employed as an Assistant Dean at the University of Southern Maine in the Division of University Outreach, she decided to pursue law as a new career.

During her attendance the University of Maine School of Law, Marya continued to serve as a university administrator part-time, and graduated, *summa cum laude*, in 2010. She also served as an editor of the *Maine Law Review*, and had her case note, *Weeks v. Krysa: Cultivating the Garden of Adverse Possession*, published. She worked as a legal researcher and assistant to Associate Dean for Research and Sumner T. Bernstein Professor of Law, Jennifer B. Wriggins, related to her book, *The Measure of Injury: Race, Gender, and Tort Law* (NYU Press 2010, co-authored with Professor Martha Chamallas of Ohio State University). Marya also served as a Teaching Assistant in the Legal Writing Program during her third year; in that role, she assisted first-year students in developing their legal writing and analysis skills.

Marya lives with her husband, Otis, who is a cabinet-maker and finish carpenter, and their daughter Violet, who is 19 months, in the West End of Portland, in a house originally built in 1837. They enjoy spending time with family and friends, and also gardening and cooking. Marya also serves on the marketing committee of Greater Portland Landmarks, and is committed to advocating for preservation of historic property and the development of high-quality new architecture in the city and its environs. □

Joshua D. Hاديaris

We are pleased to announce that Joshua D. “JD” Hاديaris joined the firm in October, 2011, as an associate attorney.



JOSHUA D. HADIARIS

Before joining Norman Hanson & DeTroy, JD practiced at another Maine law firm for four years. JD’s practice includes

a wide array of civil litigation, including personal injury, products liability, medical malpractice, construction law and real estate disputes. He also represents individuals who have been charged with criminal and traffic offenses. In 2010 and 2011, JD was named a *Rising Star* by *New England Super Lawyers* in the area of general litigation.

JD is a 2003 graduate of Colby College, where he was a standout goaltender on the ice hockey team. During his senior year, he led the NCAA division III in goals average and shutouts. After college, he attended New England School of Law in Boston, where he graduated with honors in 2007. While there, he earned the New England Scholar Award for outstanding academic achievement.

A native of Saco, Maine, JD moved back to his hometown with his wife, Ariana, in 2007. JD remains active in the community, volunteering with the United Way of York County and serving on the Board of Trustees at Dyer Library and Saco Museum. His family annually serves a free meal on Christmas day to members of the community at Traditions Restaurant on Main Street in Saco. The dinner was featured in the Portland Press Herald, December 25, 2009 in an article entitled: “Best of Holiday Traditions.” In his free time, JD enjoys taking advantage of the Maine outdoors, skiing, hiking, running, and playing golf. □

KUDOS

PETER DeTROY has been included as among the top 5% of recognized professionals in America in the 2011 Inaugural Selection of America's Most Honored Professionals, a cross-industry ranking of leading CEO's, physicians, attorneys, and business owners.

MATT MEHALIC and his wife Kimberly welcomed their first child, Mason Thomas Mehalic, on July 7, 2011.

JENNIFER A. W. RUSH has been appointed by the Gorham Town Council to the Fair Hearings Board, which hears appeals from the decision of the Town Welfare Director.

KEVIN GILLIS did double duty at the 19th annual Comp Summit seminar in September. He spoke on a panel addressing ongoing efforts to adopt a medical fee schedule, and on the following day participated on behalf of the Workers' Compensation Coordinating Council on a panel of multiple interested parties focusing on possible changes to §213 and the permanent impairment threshold.

STEVE MORIARTY also was a speaker at Comp Summit and addressed "The Ripple Effect", dealing with the limits of employer responsibility for the effects of work-related injuries.

JOHN GEISMAR and **JENNIFER A. W. RUSH** teamed up for a conference titled "Treating Substance Abuse in Primary Care Settings" sponsored by St. Mary's Hospital. Their presentation dealt with the relationship between treatment for substance abuse and mental health care confidentiality laws.

We congratulate **JON BROGAN** for winning his 12th men's club championship at the Purpoodock Golf Club in Cape Elizabeth and for having clinched the championship in 41 holes after a 5 hole sudden playoff.

JOHN KING's daughter, Julia, is completing her first year as head field hockey coach at Wellesley College, after having previously served for two years as an assistant coach at Trinity College.

TOM MARJERISON recently presented a seminar with Rick McAlister of The Crash Lab at the annual meeting of the Maine Motor Transport Association. Their presentation focused on the use and analysis of Event Data Records and Engine Control Modules in commercial vehicle accidents. Tom routinely handles civil and criminal cases involving the use and analysis of data from the vehicle's "black boxes".

DAN CUMMINGS and **ROD ROVZAR** are presenting a Maine Credit Union League sponsored conference on checks, electronic fund transfers, bankruptcy, and various aspects of account ownership and administration. Rod and Dan also recently attended the Credit Union National Association's Annual Attorneys Conference in Naples, Florida, with over 150 credit union attorneys from across the country. □



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Return Service Requested

Fall 2011 issue