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Coverage, Litigators, Educators & Witnesses Interest Group

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Editors' Notes

by Jean E. Lucy, CPCU and Tommy R. Michaels, CPCU, AIC, ARM, Are

Jean E. Lucey, CPCU, earned her undergraduate degree in English and graduate degree in library science through the State University of New York at Albany. After a brief stint as a public school librarian, she spent six years at an independent insurance agency outside of Albany, during which time she obtained her broker's license and learned that insurance could be interesting. Serving as director of the Insurance Library Association of Boston since 1980, Lucey attained her CPCU designation in 1986. She is a member of the CLEW Interest Group Committee.

Tommy R. Michaels, CPCU, AIC, ARM, ARe, is the principal of T. R. Michaels Claim Consulting LLC and has been involved in property-casualty claims for more than 39 years. Michaels serves as an expert witness on claim-handling issues and coverage interpretation and is an instructor of insurance. A CPCU since 1976, he is a member of the CPCU Society's Connecticut Chapter.

We are anticipating the September meeting and conferment ceremony in Washington, D.C., with enthusiasm for the many fine programs and activities that will be available to participants. One of these fine programs will be the 2012 Mock Trial: Electronic Discovery—What You Don't See May Hurt You in Court! presented by your Consultants, Litigators, Educators and Witnesses (CLEW) Interest Group. Several members of the CLEW Interest Group Committee, including J. Phillip Bryant, CPCU, Steven A. Stinson, CPCU, CLU, AIC, and George M. Wallace, CPCU, have planned what is sure to be a most informative session that also promises to be interesting and enjoyable. Please plan to join us!

A synopsis of the content and format of the mock trial is followed in this newsletter by Stinson's brief discussion of the subject matter. You don't need to think of it as required reading or homework, but it may well give you a running start on the issues that will be elucidated in the seminar "Electronic Discovery—What You Don't See May Hurt You in Court!"

Kevin M. Quinley, CPCU, ARM, AIC, recently joined the CLEW Committee. Many of you are, no doubt, familiar with Kevin from personal contact at meetings and seminars or from reading his published work. In this issue of the *CLEW* newsletter, he addresses a topic of interest to anyone who practices as or uses the services of an expert witness, and he asks, "As an expert witness, should you carve out a niche on one side of the courtroom or another? Should you even care?"

For some of us, it may be an occupational hazard that we generally find ourselves looking at the world of insurance and insurance coverage questions strictly from the perspective of underwriters and adjusters—those representing the insurance company side of the insurance contract. David S. Hershey, CPCU, CRIM, AMIM and Timothy P. Law, a risk manager and a coverage attorney, respectively, consider some of the intricacies of pollution liability coverage from a different viewpoint.

As your newsletter editors, we welcome your opinions and hope you will feel free to interact with us and the contributors to this issue and to express any thoughts you may have regarding its content, including expansion on any of the subject matter. If you disagree with something, we won't mind hearing your views; perhaps it will encourage ensuing dialogue. And we would also like to encourage you to submit articles to us to be considered for inclusion in future newsletters. If you have something to write about that may be helpful to your CPCU Society colleagues, or even if you just want to get something off your chest, give us a try! ■

What's in This Issue

What Every Expert Needs to Know About Electronic Filings and Electronic Discovery and How They May Be Adversely Affected

by Steven A. Stinson[1]

Steven A. Stinson, CPCU, attorney-at-law, is a litigator, trial attorney, and mediator. Stinson has tried more than 150 circuit court cases to conclusion in all areas of personal injury and commercial litigation, and he has prepared thousands of other cases for trial (which eventually settled). In addition, he has written numerous articles for bar and insurance publications, spoken at many related seminars, and taught general insurance and business law courses at the college level.

Federal courts now generally require that all documents be electronically filed and copies of said filings electronically transmitted to opposing counsel. See, generally, Rule 5, Federal Rules of Civil Procedure. See, for example, Rule 5.1 Local Rules for the United States District Court for the Southern District of Florida.[2] Florida courts hope to have exclusive electronic filing by the end of 2013.[3] Federal courts now mandate early disclosure in a case and at other points prescribed by the trial judge. Such disclosure is required at or within fourteen days of the parties' Rule 26 (f) conferences. See, generally, Rule 26, Federal Rules of Civil Procedure.

Expert reports are governed by the following parts of Rule 26, Federal Rules of Civil Procedure:

> (a)(2)(B) **Witnesses Who Must Provide a Written Report.** Unless otherwise stipulated or ordered by the court, this disclosure must be accompanied by a written report—prepared and signed by the witness—if the witness is one retained or specially employed to provide expert testimony in the case or one whose duties as the party's employee regularly involve giving expert testimony. The report must contain:
>
> (i) a complete statement of all opinions the witness will express and the basis and reasons for them;
>
> (ii) the facts or data considered by the witness in forming them;
>
> (iii) any exhibits that will be used to summarize or support them;
>
> (iv) the witness's qualifications, including a list of all publications authored in the previous 10 years;
>
> (v) a list of all other cases in which, during the previous 4 years, the witness testified as an expert at trial or by deposition; and
>
> (vi) a statement of the compensation to be paid for the study and testimony in the case .

The expert report is due as provided by the pre-trial court order or stipulation, but at least ninety days before the trial. Rule 26 (a)(1)(D), Federal Rules of Civil Procedure.

The expert who prepares such a report should edit the original draft as he or she understands the case more clearly or is provided with more depositions and other discovery materials. Earlier parts may be influenced by later parts of the report and require editing. The report should also be edited for proper grammar or to make it more readable and less obtuse.

Attorneys, law firms, and experts now face a problem when electronically filing documents because every time the electronic document is opened and every time editing is done on the document, "metadata" are generated.

The many definitions of metadata include these:

> Metadata, typically characterized as "data about data," is electronically stored detail about, among other things, the "characteristic, origin, usage and validity" of electronic data. A reader often cannot view that information on a paper print-out of a document or while editing the document in electronic format. Such information is not "invisible" to everyone, however; metadata can be accessed by the computer savvy or may inadvertently become viewable.[4]
>
> The official definition of metadata is "information about a particular data set which describes how, when, and by whom it was collected, created, modified and how it is formatted." In general, metadata occurs within word processing, spreadsheet, and presentation programs. Although there is usually less metadata within Corel Word Perfect or Adobe Acrobat PDF documents, it is certainly still there.[5]

Williams v. Sprint/United Management Co., 230 F.R.D. 640 (D. Kans., 2005), was one of the first district court cases to wrestle with the issues generated by electronic discovery. The decision occurred a year before the Rules of Civil Procedure were amended to cover electronic discovery. Because of a dearth of precedent on the subject, the Kansas court looked to both the Sedona Guidelines and the Sedona

Principles, both of which were a result of the Sedona Conference.[6] The defendant initially produced Excel spreadsheets in a tagged image file format (TIFF), rather than in the original format. The court eventually ordered that they be produced in the original format. The defendant did this but only after locking cells to prevent modification and using a software scrubbing program that removed most significant metadata. After another hearing, the District Court of Kansas ordered production with all metadata intact and discoverable, as the defendant had not initially objected to such metadata production. The defendant had not preserved its privilege objections because it had not promptly raised such objections and had not prepared and filed a privilege log. However, the district court felt that sanctions were not warranted.[7]

Experts and attorneys need to be aware of the issues that metadata may raise. Be cognizant of this when electronically filing Rule 26 expert reports. Once you have completed your report, it may behoove you to type it over in a new document from scratch. It should always be provided in a PDF format, although some metadata are visible even in that.[8] Certain programs, known as scrubbing programs, may be used before e-mails or other documents are transmitted to the court or opposing counsel. Alternatively, a document may be converted to a TIFF, which does not contain metadata.[9] A simpler method is to print the document and then scan it. This process precludes any metadata.[10]

It can easily be argued that there is a difference between a pleading and an expert's report that is prepared for trial from electronic discovery produced pursuant to a request to produce electronic discovery under the Federal Rules of Civil Procedure. Metadata relating to clients' files that are subject to discovery may be exceedingly helpful, particularly if the metadata show inappropriate changes made before and, more importantly, after a litigation hold order is entered. The Florida Bar has issued Ethical Opinion 06-2, which states:

> (1) It is the sending lawyer's obligation to take reasonable steps to safeguard the confidentiality of all communications sent by electronic means to other lawyers and third parties and to protect from other lawyers and third parties all confidential information, including information contained in metadata, that may be included in such electronic communications.
>
> (2) It is the recipient lawyer's concomitant obligation, upon receiving an electronic communication or document from another lawyer, not to try to obtain from metadata information relating to the representation of the sender's client that the recipient knows or should know is not intended for the recipient. Any such metadata is to be considered by the receiving lawyer as confidential information which the sending lawyer did not intend to transmit.
>
> (3) If the recipient lawyer inadvertently obtains information from metadata that the recipient knows or should know was not intended for the recipient, the lawyer must "promptly notify the sender ."

These ethical obligations should likewise apply to Rule 26 reports sent by attorneys on behalf of their respective experts.■

Endnotes

(1) Mr. Stinson also conducts mediations and other ADR services through Stinson Mediation, L.L.C., and insurance expert work for other attorneys through Stinson Insurance Consulting & Education, L.L.C.

(2) Nicole O'Neal, "Metadata: The Future Impact of Invisible Data on E-Discovery in Florida, 81 The Fla. B. J. (#11) 20, FN 1, December, 2007.

(3) Gary Blankenship, "Mandatory E-filing Should be in Place Before the End of 2013," The Florida Bar News, November 1, 2011.

(4) Philip J. Favro, "A New Frontier in Electronic Discovery: Preserving and Obtaining Metadata." 13 B.U.J.Sci.& Tech.L. 1, 4 (2007).

(5) O'Neal, 20.

(6) See The Sedona Conference, www.thesedonaconference.org.

(7) Williams v. Sprint/United Management Co., 230 F.R.D. 640 (D. Kans., 2005), 653-656. The reader is referred to this Federal Rules Decision case for a comprehensive understanding of metadata and its implications with respect to discovery issues.

(8) Favro, 9.

(9) Favro, 11. See, Jembaa Cole, "When Invisible Electronic Ink Leaves Red Faces: Tactical, Legal and Ethical Consequences of the Failure to Remove Metadata." Shidler J.L. Com. & Tech., 8 (2005). Rich text format (RTF) also significantly reduced metadata disclosure. See Paul Richert, "Electronic Discovery Bibliography," 42 Akron Law Review, 419 (2009).

(10) Jembaa Cole, "When Invisible Electronic Ink Leaves Red Faces: Tactical, Legal and Ethical Consequences of the Failure to Remove Metadata," 13.

Working Both Sides as an Expert Witness: Asset or Liability?

by Kevin M. Quinley CPCU, AIC, ARM

Kevin M. Quinley, CPCU, ARM, AIC, is principal of Quinley Risk Associates, LLC. He has 30+ years experience in managing casualty claims and litigation.

A contributing editor of *Claims Magazine,* Quinley has written more than 600 published articles and 10 books on various aspects of insurance claims and risk management. He is a contributing author to the following training and reference textbooks published by the Insurance Institute of America: *Claims Handling Principles and Practices; Principles of Workers Compensation Claims; Principles of Workers Compensation Claims; The Claims Environment, 2nd ed.;* and *Enterprise-Wide Risk Management: Developing and Implementing.* Quinley is past president of and has taught classes in insurance, claims, and risk management for the District of Columbia CPCU Society Chapter. He is a frequent writer and speaker on insurance and legal topics. Quinley has a master's degree from the College of William & Mary and a bachelor's degree from Wake Forest University. He holds the Chartered Property & Casualty Underwriter (CPCU) designation and specialty designations from the American Insurance Institute in Risk Management (ARM), Claims (AIC), Reinsurance (ARe), and Management (AIM). Quinley can be reached at kevin@kevinquinley.com or at his website, www.kevinquinley.com.

In her song, "Both Sides Now," Joni Mitchell wistfully explores the self-discovery and personal insight that comes, often painfully, from life and love. Even expert witnesses and consultants who are not Flower Power children of the 1960s can relate to the trials and tribulations of serving both sides—plaintiff and defendant, insurer and policyholder—during the course of a professional practice and career.

Some experts specialize in working for plaintiffs. Others are more often engaged by defendants. Still others accept whatever assignment they feel comfortable with and pay scant heed to whether their assignments are "balanced." As an expert witness, should you carve out a niche on one side of the courtroom or another? Should you even care? There are pros and cons to each approach in building an expert witness practice.

Experts working both sides risk criticism by those who feel that there is something suspect about doing so. In my niche—insurance disputes, claims handling, and bad faith—certain experts often surface on the plaintiff side; others on the defense side; and still others who appear for both, depending on the case.

Advantages of Working Both Sides

Brian Haden of Insurance Claims Specialists (College Station, Texas) has been an expert for both sides for several years. In his experience, "experts who work both sides tend to have a more global outlook on the entire claims process." They also tend to be able to settle the more challenging claims, he says.

As an insurance claim expert, I always expect to hear the question, "What percentage of your work is for insurers/what percentage for insureds?" Some potential clients may apply a loyalty litmus test before deciding whether to engage you. You may pass this test or flunk it. Still, objectivity is the currency in which expert witnesses trade. Showing that you work both sides reinforces that notion of objectivity.

Kay Payer, APA, CIPA, of Expert Audit Services in Glendale, California, consults for both insurers and policyholders. As an expert in premium auditing, she applies "standard of care" principles from either side. She believes that having represented both sides of the issue makes her a stronger witness.

Another factor to weigh is how opposing counsel can portray you during deposition and at trial. The more your assignments are concentrated on one side of the courtroom or another, the greater the likelihood that opposing counsel can portray you not as an impartial expert, but as a "hired gun." Opposing counsel hopes to impugn your objectivity. Expect the deposition question, "What percentage of your assignments come from plaintiffs/defendants?"

If you can answer that your caseload is balanced between the warring factions, you thwart this tactic. You increase the odds that jurors and judges will see you as objective and impartial. Unlike attorneys, experts are not advocates for one side or the other. This is easy to lose sight of in the course of an engagement, though. Experts don't represent the plaintiff or defendant. They represent their opinion, their perspective on some issue of fact.

Drawbacks of Working Both Sides

Some clients, or potential clients, may look askance at your "working both sides." To them, you are either pro-defense or pro-plaintiff, either pro-insurer or pro-policyholder. As an expert witness on insurance disputes, my engagements have been split fairly evenly down

the middle, between plaintiffs and defendants, or between policyholders and insurers. Disclosing this may have cost me some engagements. So be it.

I am neither pro-plaintiff nor pro-defense, though. I am not pro-policyholder or pro-insurers. I am pro sound claim practice. If a company follows sound claim practices, it has nothing to worry about from an expert witness. If it deviates from sound claim practice, that is not my problem.

Flip-Flops Not Allowed

Working both sides as an expert is not the same as flip-flopping. That is a separate issue and one every expert must navigate. Flip-flopping means taking inconsistent stands on the same issue on different cases with no good reason. Each engagement presents unique circumstances. Most pose different issues. Fact patterns dictate where you end up on those issues, as you apply a fact pattern to a specific standard of care and opine about whether that standard was met.

If you take inconsistent positions from one case to another—on similar fact patterns—there is a bigger problem than simply working both sides. As Ricky Ricardo might say on *I Love Lucy*, you have "some 'splaining to do"! Now, credibility and impeachment problems loom, unless there is a compelling reason why your opinions vary.

Of course, even if you want to keep your caseload balanced, doing so can be difficult. Practical problems emerge. You cannot control who calls you to engage your services. Will you really decline a new assignment from a plaintiff/policyholder because you need two more defense assignments to balance your caseload? Let's be realistic. First, that wrongly deprives you of work. It also deprives a plaintiff/policyholder of your services. While experts have some say over whom they work for, they cannot control who contacts them. It is not realistic to expect an expert to compromise work opportunities because of a slavish devotion to some abstract standard of a balanced caseload.

Each expert witness should give thought to his or her market space and comfort level in working for plaintiffs on some cases and defendants in others. The composition of an expert's caseload may also evolve over time. It may be less a function of conscious choice than the product of assignments that arrive randomly.

Here are six tips to consider when analyzing the pros and cons of working both sides:

1. **Decide if your expertise works to the advantage of one side** of the industry space that you occupy versus the other. This will help articulate your value proposition when marketing and speaking with prospects.

2. **Examine your own preferences.** You may have philosophical or personal reasons about wanting to work only one side on certain types of litigated disputes. Maybe you don't care, as long as you get the cases. There is no One Right Way.

3. **Consider downstream business development consequences.** If you ever hope to get cases from XYZ Company and you have a chance to take a case adverse to XYZ, you must weigh that carefully. Might you be doing long-term harm to your business prospects by taking the case available to you today?

4. **Prepare for deposition questions** that probe your track record. Whether your caseload is balanced or has been top-heavy for one type of litigant, rehearse your reply so you come across as unapologetic and unflustered.

5. **Take a big-picture view of your practice.** Decide in shaping your career and practice whether you want to cultivate a balanced mix of assignments. This will be a reference point in making decisions to accept or decline cases based upon factors external to the immediate engagement opportunity.

6. **Be consistent** in your positions, regardless of which side you work for. This is more important than caseload balance! Make sure you are taking consistent positions in similar fact patterns, unless you have some compelling reason to explain the discrepancy. Otherwise, your credibility may be nuked and you won't need to worry about having a caseload—balanced or not!

Expert witnesses can, in the words of Joni Mitchell, look at cases and practices "from both sides now" and make intentional choices that can strengthen their credibility and effectiveness. ■

Pollution Liability Loopholes: When You Want to Know the Exclusions, Look in the Definitions

by David S. Hershey, CPCU, CRM, AMIM, ARM, CRIS, and Timothy P. Law

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Timothy P. Law is a partner at Reed Smith, LLP, in Philadelphia, where he represents corporations in disputes with insurance companies.

Since the mid-1980s, pollution coverage has become a specialized industry employing many highly trained underwriters, adjusters, and insurance brokers/agents. Coverage is often reviewed and quoted by underwriters who have environmental engineering and law degrees and extensive environmental experience. This can prove to be a formidable gauntlet for agents and risk managers who may not have the same depth of knowledge and experience, especially if the objectives of both parties are diametrically opposed. One basic approach in assessing the adequacy of coverage has been to read the insuring agreement and the exclusions. Unfortunately, some insurers are beginning to reverse long-standing principles such as policy-language ambiguity and contractual liability, which presents new problems for insureds. Outlined here are various pollution coverages and the challenges they present for today's insureds.

Professional liability insurance covers professionals such as architects and engineers. Often, insurance companies do not wish to extend coverage to the client hiring the professional through the use of an additional insured endorsement, which would provide the client with the full benefit of the professional liability policy. Typically, the party hiring the professional is the most visible party, sometimes due to an advertising sign on the construction site or the display of the name over the door of the client or project owner. Where there is an allegation by a third party for damage(s) they sustained resulting from the alleged improper rendering (or failure to render) of a professional service, the project owner, site owner, or general contractor will face defense costs while the appropriate party is notified, served, and engaged in the discovery process. While this exposure is addressed between the contractor and the professional service provider with the use of the appropriate ISO endorsement, the site owner or client hiring an engineer or a consultant may not be defended by the professional's insurance company for their vicarious liability. Manuscript endorsements are beginning to address this gap that has faced a select group of parties engaged in the procurement and execution of professional service contracts.

Property transfer liability (PTL) coverage is designed to quantify and transfer a predetermined limit of liability (usually subject to an individual state limit of liability designed for the sale and development of brownfields). While the concept is sound, most policies contain a contractual liability exclusion except for the five (or fewer) incidental contracts. Because the liability resulting in the purchase of the insurance policy is spelled out in the purchase and sales agreement, it makes sense that the sales agreement is endorsed to the policy and included as a covered contract.

Contractors pollution liability can pose a host of exposures related to the coverage form, application, and exclusions. While one approach is the use of a menu selection process, coverage is often further limited by policy definitions. As an example, parties can be included automatically as an additional insured when required by a written contract. In general, this can be a convenient approach rather than scheduling various customers of the contractor to the policy. Coverage is generally excluded in the event a pollution condition is known or could have been foreseen by the named insured. The goal is to exclude imminent pollution claims from coverage. As you look into the policy, the additional insured is defined as the named insured. This may be seen as a potential coverage conflict in that a customer presumably hired the pollution contractor to remediate a known contaminated site. From the perspective of the additional insured, it is possible and perhaps conceivable that a contractor working on a contaminated site may give rise to a pollution condition exacerbated or created by the contractor. Because the additional insured is defined as a named insured, it appears the additional insured may be precluded from coverage because of their knowledge of a possible pollution claim(s) resulting from the remediation efforts. This dilemma is easily cured with the use of a modifying endorsement.

Transportation pollution liability is designed for the haulers or the owners of hazardous waste on a direct or contingent basis. The coverage is generally written on a separate policy or in some cases included within a specialized auto policy intended for haulers of this type. Furthermore, it is common for these policies to contain a deductible for pollution claims resulting from the upset, overturn, or release of contaminants. In principle, this is a sound approach; however, many states require state-specific auto endorsements. This is particularly important when a separate policy is issued for transportation pollution liability and another for the auto coverage. In the event of a pollution claim, the Other Insurance Provision could be triggered, resulting in an unanticipated adjustment calculation or the application of an unintended deductible.

Another area of concern for a transportation policy is what is termed the "wrongful delivery" exclusion, which generally consists of a three-point test under which the failure of any of the three criteria will exclude coverage:

- Delivery of the wrong product
- Delivery to the wrong address
- Delivery to the wrong "port" or "receptacle"

The terms "port" and "receptacle" are often undefined, are not interchangeable, and may be ambiguous, yielding coverage disputes. In addition, if the wrongful delivery causes consequential damages beyond the wrongful delivery itself, the exclusion may not apply.

Clean-up cost cap insurance can be an innovative way to cap and transfer ongoing operation and maintenance of a contaminated site from a balance sheet liability to a current-period income statement expense. While this is often used in conjunction with a finite risk transfer, many insurers have refrained from increasing market share in this area because of industry underwriting losses. When crafting such an arrangement, it is important to note that underwriting characteristics vary from program to program, resulting in the ability to uniquely tailor coverage and exclusions accordingly.

Underground storage tank provides financial assurance for losses due to leaks from scheduled tanks. While this coverage seems relatively straightforward because much of the terminology and science have been defined by the Environmental Protection Agency and incorporated into the Code of Federal Regulations, insurers are developing their own definitions rather than adopting those considered as industry standards. A case in point is secondary containment. The EPA specifically includes in the definition of "tank" secondary containment and related underground piping. However, at least one insurer excluded secondary containment and related underground piping by selectively dissecting the term "tank." When defining the scope of coverage and related definitions, careful attention to detail is required to specifically negotiate coverage intentions into the policy.

Perhaps one of the most concerning reversals of a long-standing principle is that concerning ambiguity in the policy language. Traditionally, such ambiguity has been interpreted in favor of the insured. At least one insurer is looking to reverse that approach by including in its policy the phrase, "…the policy language is that of the insured, and any ambiguity in the language is not that of the insurer."

While pollution policies are always evolving and in most cases are written on nonadmitted paper, allowing for instant language and endorsement changes, it is critical for the risk manager to have a keen understanding of the coverage terms and conditions while becoming increasingly aware of insurers' intent to introduce new definitions. ■

Preview: CLEW 2012 Mock Trial

Electronic Discovery—What You Don't See May Hurt You in Court!

This seminar uses a role-playing format to illustrate aspects of the underwriting and claims handling process and the mechanics of insurance-related litigation. A scenario will be dramatized and a lawsuit will commence. The program will focus on the investigation and discovery process, followed by a mock trial, with a particular emphasis on e-discovery and the impact that electronically stored information may have in contemporary litigation.

Federal and state courts have amended their Rules of Civil Procedure to include provisions relating to the discovery of electronic data, including computerized documents, e-mails, and most importantly, the metadata associated with electronically stored documentation.

Litigants in high-profile and large-dollar cases are now hiring forensic computer experts to assist them in conducting electronic discovery—that is, both in requesting electronic data from opposing parties and third-party witnesses, and in responding to such requests. Electronic data can now be maintained in many forms and media: not only in large mainframe computers, but also in personal computers, laptops, and iPads, and in highly portable smart phones and flash drives. Litigants and their employees (particularly claims and IT professionals

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Preview: CLEW 2012 Mock Trial

Electronic Discovery—What You Don't See May Hurt You in Court!

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and senior management) must understand their duties when a court enters an order requiring the parties to institute "litigation holds" on their data. Failure to preserve such data properly and to turn it over during the discovery process in its original format, without the accompanying metadata being negligently or purposely scrubbed or altered, may result in claims of spoliation of evidence and potentially severe sanctions.

Electronic discovery is important in first- or third-party bad faith cases, but also in lawsuits in which disputes may arise between an insured, the agency/broker, and the insurance company regarding what was on the original or supplemental applications and other documents.

The important legal and practical issues surrounding electronic data collection, storage, preservation, and production will be dramatized in the context of the mock trial, with presenters assuming the roles of judge, opposing parties, counsel, and expert witnesses. ■

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