

National PI Advertising Disclosure Review

Important Scope Note

This document provides a national baseline disclosure for a motor vehicle accident / personal injury advertising campaign operated with participating independent law firms and third-party intake or marketing support. It is not a substitute for a state-by-state ethics review, bar filing review, or review of the actual ad format, landing page, call script, text flow, privacy policy, fee agreement, referral agreement, or participating-firm contracts.

A single national disclosure cannot eliminate all risk because attorney-advertising, solicitation, referral-service, and law-firm identification rules vary by state. The safest implementation is to use this as a baseline and then add state-specific overlays where required.

Research Touchpoints Considered

The suggested edits are informed by the following federal and generally applicable risk areas:

- The FTC endorsement and testimonial rules require endorsements to reflect honest opinions, prohibit deceptive net impressions, require substantiation for express and implied claims, and require clear and conspicuous disclosure of material connections where consumers would not reasonably expect them. See [16 C.F.R. § 255.1](#), [16 C.F.R. § 255.2](#), and [16 C.F.R. § 255.5](#).
- Federal telemarketing rules impose detailed recordkeeping obligations for substantially different ads, scripts, prerecorded messages, call records, consent records, opt-out records, service-provider records, and do-not-call compliance records. See [16 C.F.R. § 310.5](#).
- TCPA / TSR litigation risk can extend to sellers and principals for calls placed by vendors or agents, including do-not-call and prerecorded-call violations. See [United States v. Dish Network LLC](#).
- Non-law-firm lead-generation websites can create false-advertising and consumer-confusion risk if they imply that the marketer itself is a law firm or provides legal services. See [Lemberg Law, LLC v. eGeneration Mktg.](#)

Redline-Style Version Showing Proposed Changes

ATTORNEY ADVERTISING

This is a national attorney advertisement disseminated through national television, cable, satellite, streaming, radio, ~~and~~ digital media**, websites, social media, telephone, text-message, and other lawful marketing channels, as applicable,** to a nationwide audience. This advertisement is intended solely for general informational purposes and is not directed to, nor intended as, a solicitation in any particular state, county, municipality, or local legal market where such communications are prohibited or restricted by applicable law or the Rules of Professional Conduct governing attorney advertising. **To the extent this communication is considered advertising, solicitation, a referral-service communication, or a lead-generation communication in any jurisdiction, it is intended to comply with applicable law and professional-conduct rules. If any portion of this communication is not permitted in a particular jurisdiction, it is not intended for dissemination or use in that jurisdiction.**

This advertisement is sponsored by Big Auto Accident Attorneys, 3550 N. Central Ave., Suite 550 Phoenix, AZ 85012**,** and M. Stephen Dampier, The Dampier Law Firm, P.C., 11 N. Water St., 10th Floor, Mobile, AL 36602**,**

together with participating and associated law firms where permitted by applicable law. **Big Auto Accident Attorneys is not a law firm unless expressly identified as a law firm in this communication. Participating law firms are independent law firms and are not necessarily affiliated with one another. The identity of any law firm or attorney ultimately responsible for reviewing or handling a matter may depend on the jurisdiction, facts, availability, conflicts, and case acceptance criteria. Where required, the responsible attorney or responsible law firm for this advertisement is identified in this communication or will be identified before any attorney-client relationship is formed.**

At the time of dissemination of this advertisement, claims arising in California and North Carolina are not being accepted through this advertising campaign. Representation may not be available in every state or jurisdiction due to attorney licensing requirements, court rules, ethical obligations, case acceptance criteria, or other legal or regulatory considerations. Additional state-specific restrictions may apply. **Do not submit confidential or time-sensitive information unless and until you have confirmed that a licensed attorney or law firm is available to review your matter in the relevant jurisdiction.**

The information contained in this advertisement is provided for general informational purposes only and does not constitute legal advice, medical advice, financial advice, or any other professional advice. Nothing contained herein should be relied upon in making any legal, medical, healthcare, insurance, or financial decision. Individuals should consult their own attorney, physician, or other qualified professional regarding their particular circumstances. **No statement in this advertisement should be understood as a promise, guarantee, prediction, or estimate of any legal outcome, settlement, verdict, recovery, fee, cost, expense, or timing.**

Viewing this advertisement, responding to this advertisement, contacting the law firms or their authorized representatives, or submitting information does not create an attorney-client relationship. An attorney-client relationship is formed only after a licensed attorney has reviewed the matter, completed all necessary conflicts checks, determined that representation is appropriate under applicable law and the Rules of Professional Conduct, and both the prospective client and the law firm have executed a written engagement agreement. **Until an attorney-client relationship is formed, no person should rely on any communication as legal advice, and no deadline, statute of limitations, notice requirement, preservation obligation, or other legal right is protected merely by responding to this advertisement.**

Every inquiry is individually evaluated. Not every person who responds to this advertisement will qualify for legal representation. Acceptance of any matter is subject to attorney review, applicable law, ethical requirements, conflicts analysis, jurisdictional requirements, and the participating law firm's case acceptance criteria. **The decision to accept, decline, refer, associate, or jointly handle a matter is made by licensed attorneys or law firms, not by non-lawyer intake personnel or marketing personnel.**

Cases may be referred to, associated with, or jointly handled by other licensed attorneys or law firms where permitted by applicable law and the applicable Rules of Professional Conduct. **If a matter is referred, associated, or jointly handled, any division of fees, referral arrangement, or co-counsel arrangement will be handled only as permitted by applicable law and professional-conduct rules, including any required client notice or consent.**

Neither this advertisement nor any participating law firm is affiliated with, sponsored by, endorsed by, or approved by any governmental agency, court, insurance company, automobile manufacturer, healthcare provider, defendant,

or any other person or entity that may become involved in any legal matter described herein. **The use of terms such as “accident,” “claim,” “case,” “compensation,” “settlement,” or similar terms is descriptive only and does not imply that any person has a valid claim or will receive compensation.**

Any persons depicted are models unless otherwise expressly identified. Any scenes portrayed may be dramatizations or simulations. **If any spokesperson, actor, influencer, reviewer, or endorser has been compensated or has any material connection to the advertiser, participating law firms, or service providers that would not reasonably be expected by the audience, that connection should be clearly and conspicuously disclosed in the specific advertisement or platform where the endorsement appears.** Client testimonials, if any, reflect the experiences of individual clients only and do not constitute a guarantee, warranty, prediction, or representation that similar results will be obtained in any other matter. **Testimonials, reviews, ratings, or endorsements should not be understood to represent the typical or expected result in any case. If actual results, settlements, verdicts, or compensation amounts are stated, they are examples only, must be truthful and substantiated, and may not reflect amounts received by the client after fees, costs, medical liens, expenses, or other deductions.**

Past results do not guarantee future outcomes. Every legal matter is unique and depends upon its own facts, evidence, applicable law, and numerous other factors. No representation is made that any person responding to this advertisement will recover compensation or obtain any particular result. **Prior results, if stated, were obtained under specific facts and legal circumstances and do not imply that the same or similar results can be obtained for others. Some jurisdictions require additional disclosures, responsible-attorney identification, or other information when prior results are advertised.**

If this advertisement states or implies “no fee unless we win,” “no recovery, no fee,” “free consultation,” or similar language, such statements apply only where permitted and only to attorneys' fees under the applicable written fee agreement. Court costs, case expenses, medical bills, liens, expert fees, filing fees, records charges, and other costs or obligations may be handled differently depending on the law firm, jurisdiction, and fee agreement. Prospective clients should review the written fee agreement carefully before retaining any law firm.

Marketing, advertising, administrative, and intake services relating to this advertisement may be performed by independent third-party service providers acting solely on behalf of participating law firms. Such service providers are not law firms, do not provide legal advice, do not establish attorney-client relationships, and do not determine whether legal representation will be offered. **Non-lawyer intake personnel may gather information, transmit information, schedule consultations, and facilitate communications, but they cannot evaluate legal rights, recommend legal strategy, provide legal advice, negotiate legal claims, or bind any law firm to representation.**

By voluntarily responding to this advertisement through a website, online form, text message, telephone call, or other communication, you acknowledge that you are requesting to be contacted regarding your potential legal matter. Where required by applicable law, you expressly consent to receive communications from participating law firms, associated counsel, their authorized representatives, and authorized service providers using the contact information you voluntarily provide, including by telephone, text message, email, prerecorded or artificial voice message where permitted by law, or other lawful means. Consent is not required as a condition of obtaining legal representation and may be revoked at any time in accordance with applicable law. **Message and data rates may**

apply. Message frequency may vary. You may opt out of marketing text messages by replying STOP and may request help by replying HELP, where applicable. Calls may be monitored or recorded for quality assurance, training, compliance, and recordkeeping purposes, where permitted by applicable law. Do not submit information through this advertisement if you do not consent to the collection, use, disclosure, and routing of your information as described in the applicable Terms of Use and Privacy Policy.

By submitting your information, you acknowledge that you have had the opportunity to review the applicable Terms of Use and Privacy Policy governing the collection, use, storage, and disclosure of your information. See www.xxx.com for details. **Your information may be shared with participating law firms, associated counsel, and authorized service providers for purposes of evaluating, routing, responding to, and administering your inquiry. Information submitted before an attorney-client relationship is formed may not be protected by the attorney-client privilege. Do not submit highly sensitive information unless requested by a licensed attorney or law firm.**

The responsible attorney or law firm for this advertisement is identified herein or elsewhere within this communication. This communication constitutes Attorney Advertising where required by applicable law. **Some jurisdictions may require that a copy of this advertisement, related scripts, consent records, call records, or other campaign materials be retained for a specified period or filed with a regulatory authority. The advertiser and participating law firms should maintain copies of substantially different ads, landing pages, scripts, prerecorded messages, consent flows, opt-out records, and routing records in accordance with applicable law.**

Final Clean Version

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Any persons depicted are models unless otherwise expressly identified. Any scenes portrayed may be dramatizations or simulations. If any spokesperson, actor, influencer, reviewer, or endorser has been compensated or has any material connection to the advertiser, participating law firms, or service providers that would not reasonably be expected by the audience, that connection should be clearly and conspicuously disclosed in the specific advertisement or platform where the endorsement appears. Client testimonials, if any, reflect the

experiences of individual clients only and do not constitute a guarantee, warranty, prediction, or representation that similar results will be obtained in any other matter. Testimonials, reviews, ratings, or endorsements should not be understood to represent the typical or expected result in any case. If actual results, settlements, verdicts, or compensation amounts are stated, they are examples only, must be truthful and substantiated, and may not reflect amounts received by the client after fees, costs, medical liens, expenses, or other deductions.

Past results do not guarantee future outcomes. Every legal matter is unique and depends upon its own facts, evidence, applicable law, and numerous other factors. No representation is made that any person responding to this advertisement will recover compensation or obtain any particular result. Prior results, if stated, were obtained under specific facts and legal circumstances and do not imply that the same or similar results can be obtained for others. Some jurisdictions may require additional disclosures, responsible-attorney identification, or other information when prior results are advertised.

If this advertisement states or implies “no fee unless we win,” “no recovery, no fee,” “free consultation,” or similar language, such statements apply only where permitted and only to attorneys’ fees under the applicable written fee agreement. Court costs, case expenses, medical bills, liens, expert fees, filing fees, records charges, and other costs or obligations may be handled differently depending on the law firm, jurisdiction, and fee agreement. Prospective clients should review the written fee agreement carefully before retaining any law firm.

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By voluntarily responding to this advertisement through a website, online form, text message, telephone call, or other communication, you acknowledge that you are requesting to be contacted regarding your potential legal matter. Where required by applicable law, you expressly consent to receive communications from participating law firms, associated counsel, their authorized representatives, and authorized service providers using the contact information you voluntarily provide, including by telephone, text message, email, prerecorded or artificial voice message where permitted by law, or other lawful means. Consent is not required as a condition of obtaining legal representation and may be revoked at any time in accordance with applicable law. Message and data rates may apply. Message frequency may vary. You may opt out of marketing text messages by replying STOP and may request help by replying HELP, where applicable. Calls may be monitored or recorded for quality assurance, training, compliance, and recordkeeping purposes, where permitted by applicable law. Do not submit information through this advertisement if you do not consent to the collection, use, disclosure, and routing of your information as described in the applicable Terms of Use and Privacy Policy.

By submitting your information, you acknowledge that you have had the opportunity to review the applicable Terms of Use and Privacy Policy governing the collection, use, storage, and disclosure of your information. See www.xxx.com for details. Your information may be shared with participating law firms, associated counsel, and authorized service providers for purposes of evaluating, routing, responding to, and administering your inquiry. Information submitted before an attorney-client relationship is formed may not be protected by the attorney-client privilege. Do not submit highly sensitive information unless requested by a licensed attorney or law firm.

The responsible attorney or law firm for this advertisement is identified herein or elsewhere within this communication. This communication constitutes Attorney Advertising where required by applicable law. Some jurisdictions may require that a copy of this advertisement, related scripts, consent records, call records, or other campaign materials be retained for a specified period or filed with a regulatory authority. The advertiser and participating law firms should maintain copies of substantially different ads, landing pages, scripts, prerecorded messages, consent flows, opt-out records, and routing records in accordance with applicable law.

Key Practical Implementation Notes

1. **Do not rely on this disclosure alone for all media.** For television, radio, streaming, social, text, and landing pages, the most important disclosures should appear in the same medium and near the claim they qualify. A long website disclosure may not cure a misleading net impression in a short-form ad.
2. **Use short-form mandatory disclosures in the ad itself.** For high-risk PI advertising, the ad creative should usually include, at minimum: “Attorney Advertising,” “Prior results do not guarantee a similar outcome,” “Actors / dramatization,” “Not legal advice,” and “No attorney-client relationship unless and until a written agreement is signed,” as applicable.
3. **Be careful with “national” responsible-attorney language.** Some states require identification of a responsible attorney or law firm and may not accept a generic statement that the responsible attorney is identified “elsewhere.” The ad, landing page, or jurisdiction-specific version should clearly identify the responsible attorney or law firm where required.
4. **Avoid implying that the marketing company is a law firm.** If Big Auto Accident Attorneys is not a law firm, the campaign should not use design, scripts, URLs, intake language, or call-center greetings that suggest the marketing company itself provides legal services.
5. **Control testimonials and prior-result claims tightly.** If using testimonials, ratings, “millions recovered,” specific settlement amounts, or “average recovery” language, maintain substantiation and add state-specific disclosures. Avoid implying typicality unless the typical expected result can be substantiated and clearly disclosed.
6. **Qualify contingency-fee language.** “No fee unless we win” should be paired with a clear explanation that it refers to attorneys’ fees and that costs, expenses, medical liens, and other obligations may be treated differently under the written fee agreement and applicable law.
7. **Separate consent from representation.** TCPA/text consent should be clear, revocable, and not required as a condition of hiring counsel. The consent flow should preserve proof of what the consumer saw and accepted.
8. **Maintain records.** Keep versions of ads, landing pages, scripts, call recordings where lawful, consent screens, privacy-policy versions, opt-out logs, routing records, and participating-firm approvals. Federal telemarketing rules expressly require extensive recordkeeping for covered telemarketing activities.

9. **Train intake staff.** Intake staff should use approved scripts, avoid legal advice, avoid case-value estimates, avoid promises about representation, and promptly route legal questions to licensed counsel.
10. **Use state-specific overlays.** This baseline should be customized for states with special ad filing, referral service, solicitation, responsible-attorney, record-retention, “prior results,” dramatization, contingency-fee, or label requirements.

11. TV Spot Disclosure Versions

12. Use Note

13. These are shortened TV / streaming disclosure options derived from the longer national disclosure. They are designed to preserve the most important risk controls for a personal-injury / motor-vehicle-accident advertising campaign while recognizing time and screen-space limits.
14. For TV use, the disclosure should be **clear and conspicuous**: readable font size, sufficient contrast, enough on-screen time to be read, and not buried under distracting visuals or audio. If testimonials, prior results, settlement amounts, actors, dramatizations, or “no fee unless we win” claims appear in the spot, the most relevant qualifying language should appear close to those claims, not only on a website.

15. Recommended TV Disclosure — Balanced Version

16. **ATTORNEY ADVERTISING.** Sponsored by Big Auto Accident Attorneys, 3550 N. Central Ave., Suite 550, Phoenix, AZ 85012, and M. Stephen Dampier, The Dampier Law Firm, P.C., 11 N. Water St., 10th Floor, Mobile, AL 36602, with participating independent law firms where permitted. Big Auto Accident Attorneys is not a law firm unless expressly stated. This ad is for general information only and is not legal, medical, financial, or insurance advice. No attorney-client relationship is formed unless and until a licensed attorney reviews and accepts your matter and you sign a written engagement agreement. Cases are subject to attorney review, conflicts, licensing, jurisdiction, and case-acceptance requirements. Representation may not be available in every state; California and North Carolina claims are not currently accepted through this campaign. Prior results, testimonials, or settlement amounts, if shown, do not guarantee a similar outcome. Actors, dramatizations, or paid spokespersons may be used. No recovery or compensation is promised. “No fee unless we win,” if stated, refers to attorneys’ fees only; costs, expenses, medical bills, and liens may be handled differently under the written fee agreement. Non-lawyer intake staff may collect information but cannot provide legal advice. By contacting us, you request contact by participating law firms or authorized service providers. Consent to calls or texts is not required to hire an attorney and may be revoked. See Terms of Use and Privacy Policy at www.xxx.com.

17. Short TV End-Card Version

18. **ATTORNEY ADVERTISING.** Sponsored by Big Auto Accident Attorneys, Phoenix, AZ, and M. Stephen Dampier, The Dampier Law Firm, P.C., Mobile, AL, with participating independent law firms where permitted. Big Auto Accident Attorneys is not a law firm unless expressly stated. General information only; not legal advice. No attorney-client relationship is formed unless a licensed attorney accepts your matter and you sign a written

agreement. Cases are subject to attorney review, conflicts, licensing, jurisdiction, and acceptance criteria. Representation may not be available in all states; California and North Carolina claims are not currently accepted. Prior results and testimonials do not guarantee a similar outcome. Actors or dramatizations may be used. No recovery is promised. “No fee unless we win,” if stated, refers to attorneys' fees only; costs, expenses, medical bills, and liens may differ. Non-lawyer intake staff cannot give legal advice. By contacting us, you request contact by participating law firms or authorized providers. Consent to calls/texts is not required and may be revoked. See Terms and Privacy Policy at www.xxx.com.

19. Ultra-Short TV Version

20. **ATTORNEY ADVERTISING.** Sponsored by Big Auto Accident Attorneys and M. Stephen Dampier, The Dampier Law Firm, P.C., with participating independent law firms where permitted. Big Auto Accident Attorneys is not a law firm unless expressly stated. General information only; not legal advice. No attorney-client relationship unless a licensed attorney accepts your case and you sign a written agreement. Representation not available in all states; California and North Carolina claims not currently accepted. Prior results/testimonials do not guarantee a similar outcome. Actors/dramatizations may be used. No recovery promised. “No fee unless we win,” if stated, applies to attorneys' fees only; costs and liens may differ. Intake staff cannot give legal advice. By contacting us, you request contact; call/text consent is not required and may be revoked. Terms/Privacy: www.xxx.com.

21. Minimal On-Screen Disclosures During the Spot

22. Use these near the corresponding claim or image, not just at the end:

If the spot includes...	Suggested on-screen disclosure
General PI / accident advertising	Attorney Advertising
Actor portrayal or staged accident scene	Dramatization. Actors portrayed.
Spokesperson / endorser	Paid spokesperson.
Client testimonial	Individual experience. Results vary.
Prior result / settlement amount	Prior result. Not a guarantee. Fees/costs may reduce recovery.
“No fee unless we win”	Applies to attorneys' fees only. Costs/expenses may differ.
Intake phone number / web form	No attorney-client relationship until written agreement.
Text/call invitation	Consent to calls/texts not required and may be revoked

23. Recommended TV Implementation

24. Preferred Spoken Disclosure

25. If the spot has voiceover capacity, include at least:

26. “Attorney advertising. This is general information, not legal advice. No attorney-client relationship is formed unless a licensed attorney accepts your case and you sign a written agreement. Prior results do not guarantee a similar outcome.”

27. Preferred End-Card Visual Disclosure

28. Use the **Short TV End-Card Version** where possible. If the spot is too short, use the **Ultra-Short TV Version** plus targeted on-screen disclosures during the ad.

29. Website / QR Code / Landing Page

30. The TV spot should direct viewers to the full disclosure, Terms of Use, and Privacy Policy at www.xxx.com. The landing page should contain the longer national disclosure and any state-specific overlays.

31. Higher-Risk Claims to Avoid in the TV Spot Unless Specifically Cleared

32. Avoid or separately clear the following before airing nationally:

- Specific dollar settlement or verdict amounts;
- “Millions recovered” or aggregate recovery claims;
- “Best,” “top,” “leading,” “specialist,” or “expert” language;
- “Guaranteed compensation” or similar language;
- “You are entitled to compensation” without attorney review;
- Testimonials implying typical results;
- Urgency language suggesting legal rights will be lost unless the viewer contacts this advertiser immediately, unless supported and carefully qualified;

Any statement implying Big Auto Accident Attorneys itself is a law firm if it is not.