

I. CCTLA'S PLAINTIFFS' BAR ONLY ON-LINE INFORMATION EXCHANGE RULES, REGULATIONS AND AGREEMENT

The CCTLA's Plaintiff's Bar Only On-Line Information Exchange will hereby be referred to as "CCTLA's PLAINTIFFS' LISTSERV" or "Listserv" throughout the rest of this document.

Save a copy of this Agreement for your records and the future reference.

- A. **Netiquette (General)**
- B. **Regulations and Restrictions**
- C. **Confidentiality**
- D. **Discipline, Liquidated Damages and Indemnification**
- E. **Disclaimers**
- F. **Consideration**
- G. **Agreement**

A. NETIQUETTE (GENERAL):

1. Think before hitting reply as the message will be sent to the entire group. Ask yourself "is this information important for the entire list or for this individual?"
 - a) Avoid replying to the entire list when thanking an individual for their help or asking for materials to be sent to you. Instead send the message to the individual.
 - b) Avoid "flaming" on the list. Flaming is not a constructive use of the Listserv. Valid concerns should be voiced when the purpose is to initiate conversation. Avoid attacking an individual on the Listserv. Consider instead saving your message for 24 hours and rereading before sending to the Listserv.
2. By using all CAPS you are essentially "shouting" over the Net. Please avoid using caps and instead use * marks to show importance.
3. Watch out for the overuse of acronyms, which can be confusing.
4. When going away for over a week please consider un-subscribing from the list. Just send a notice to debbie@cctla.com *noting the vacation dates you will be out of the office. This will avoid your mailbox filling up while you are away.*
5. *Routinely and frequently Virus-Scan your system, especially when receiving or downloading files from other systems to prevent the spread of viruses.*

B. REGULATIONS AND RESTRICTIONS:

1. *Access to the CCTLA's PLAINTIFFS' LISTSERV is limited to those attorneys who devote 100% of their Tort practice to representation of plaintiffs in civil actions*

and/or defendants in criminal matters. A member whose practice changes such that he or she is now devoting less than 100% of his or her practice, and of the firm where they work, to representation of plaintiffs(or defendants in criminal matters), is obliged to inform CCTLA of this change in status within ten days of said change. Access of the CCTLA's PLAINTIFFS' LISTSERV is specifically prohibited by anyone other than those attorney's who devote 100% of their, and their firm's, Tort practice to representation of plaintiffs in civil actions.¹

2. *Information gained through access to CCTLA's PLAINTIFFS' LISTSERV is for the sole use and benefit of members of CCTLA's PLAINTIFFS' BAR ONLY. Participants agree not to forward or otherwise distribute messages or information from said LISTSERV to those who are not a member of CCTLA's PLAINTIFFS' BAR ONLY. Further, the materials and information contained on said LISTSERV are intended for the exclusive use of members of CCTLA's PLAINTIFFS' BAR ONLY, representing plaintiffs in civil actions or defendants in criminal matters. Materials and information may not be furnished to a civil defendant, civil defense interest, criminal prosecutor or any other person not assisting in the representation of civil plaintiffs or criminal defendant. If the materials or information are demanded or ordered to be produced during discovery, members are urged to oppose the discovery, and contact CCTLA immediately.*
3. *Permitted message:*
 - a) *Should have the purpose of assisting members in the practice of law, including law office management. If you are unsure about the permissibility of a message please contact the administrator at **debbie@cctla.com** for approval.*
4. *Prohibited message:*
 - a) *No messages should be posted endorsing or advocating any political candidate or position. CCTLA will occasionally inform members via the Listserv of political candidates' positions related only to support of the civil justice system.*
 - b) *Members should not post messages promoting programs sponsored by other organizations (including MCLE's and other events). Please forward any requests of this nature to debbie@cctla.com for approval.*
 - c) *Messages which contain racist, sexist or other derogatory remarks.*
 - d) *Messages which are threatening, abusive, harassing or defamatory, libelous, pornographic, obscene, invasive of another's privacy, otherwise tortuous or unlawful, hateful or is ethically objectionable.*
 - e) *Material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of*

¹If an existing member, or someone applying to be a member, would like an exception to be made to this requirement that person can petition the current CCTLA president who will take this matter up with the CCTLA Board.

any computer software or hardware or telecommunications equipment, or which negatively affects other users' ability to upload, download, communicate in real time, or utilize features as they have been designed to function.

f) Material that violates copyright, license, right of privacy, right of publicity, trademark, privilege, right of confidentiality, fiduciary obligation, trade secret, employment obligation, agreement or other restriction of use.

g) Content that continues, encourages or provides instructions in committing a criminal offense, violation of another's rights, conduct that is likely to give rise to liability or violation of these Listserv regulations.

h) Advertisements, solicitation, promotions or announcements of goods or services for commercial purpose, except for the purpose of sharing information with users about third party services that are likely to be of interest to such users. In the event you do have financial interest, you must disclose it.

i) Material that contains known falsehoods (unless for the purpose of disclosing and pointing out such falsehoods), including use of inaccurate identification of content, author, source, your identity or affiliation.

j) Briefs, declarations, depositions or expert testimony subject to outstanding confidentiality agreements or orders, unless in compliance therewith. You must delete material that reveals client's confidences, secrets, trade secrets or privileged information, unless the client consents to posing or revelation of the information.

k) Messages which facilitate Members to arrive at any agreement that either expressly or impliedly leads to price fixing, a boycott of another's business or other conduct intended to illegally restrict free trade.

l) Messages that encourage or facilitate an agreement about prices, discount, or terms or conditions of sale; salaries; profits; profit margins, or cost data; market shares, sales territories, or markets; allocation of customers or territories; or selection, rejection, or termination of customers or suppliers.

C. CONFIDENTIALITY AND NONDISCLOSURE:

1. The Listserv regulations as stated above maintain the strict confidentiality and NONDISCLOSURE of the transmissions and information posted on the Listserv. By signing below or by using this Listserv in any manner you agree to abide by the confidentiality and nONDISCLOSURE terms. Should you wish to disclose information you must first receive written approval from the source to do so. By signing below you also acknowledge that remedies at law may be inadequate to protect against breach of nONDISCLOSURE provisions and that CCTLA and the Listserv group have an opportunity to respond if you are requested or ordered through the Listserv, and you will seek an appropriate protective order for the confidential information.

2. Though the Listserv is private and intended for the use by CCTLA Plaintiffs' Bar Only members, and transmission to Non-CCTLA Plaintiffs' Bar Only members is prohibited, CCTLA cannot guarantee confidentiality. E-mail can be easily forwarded or easily seen by others within an office. It is possible, therefore, that defense counsel will have access to your e-mail.

D. DISCIPLINE, LIQUIDATED DAMAGES AND INDEMNIFICATION:

1. ANY USE OF MATERIALS OR INFORMATION OBTAINED FROM CCTLA'S PLAINTIFFS' LISTSERV TO ASSIST IN THE DEFENSE OF CIVIL ACTIONS OR PROSECUTION OF CRIMINAL MATTERS IS EXPLICITLY PROHIBITED, AND ANY SUCH USE MAY EXPOSE THE PERSON(S) USING THESE MATERIALS OR INFORMATION IN SUCH A MANNER TO ETHICAL SANCTIONS OR OTHER RELEVANT DISCIPLINARY AUTHORITY, INCLUDING BUT NOT LIMITED TO EXPULSION FROM CCTLA. FURTHER, ANY SUCH UNAUTHORIZED USE SHALL EXPOSE THE PERSON(S) USING THESE MATERIALS OR INFORMATION IN SUCH A MANNER TO LIQUIDATED DAMAGES IN THE AMOUNT OF \$10,000 PER OCCURRENCE. CCTLA WILL TAKE APPROPRIATE MEASURES TO DEAL WITH THOSE FOUND VIOLATING THE REGULATIONS STATED HEREWITH.
2. You agree to indemnify (including reasonable attorney's fees incurred), defend and hold CCTLA, its officers, employees and agents harmless from all claims and demands made by any third party due to related to (a) any material you transmit or (b) your violation of these Listserv regulations.

E. DISCLAIMERS:

1. Transmission of materials via this Listserv is done at your own risk and expense with full knowledge of this Listserv Regulations. CCTLA does not moderate this Listserv nor is it responsible for breaches to the Listserv.
2. Unless otherwise stated, views and opinions expressed on the Listserv have not been approved by CCTLA and do not necessarily reflect that of CCTLA or its affiliates. CCTLA does not guarantee that accuracy of reliability of the materials posted on the Listserv. CCTLA neither screens Members content nor verifies the source. Information provided on the Listserv does not constitute legal advice by CCTLA or its members.
3. CCTLA is not liable in any way for any content, including any errors, omissions or contaminants in any content. CCTLA does not guarantee that the Listserv will run without interruption or error or that all material will be error free and without defects or viruses or other harmful components. You will be solely responsible for any damage to your computer system or loss of data that results from the receipt of Listserv materials.

F. CONSIDERATION:

The consideration for this Agreement is the mutual promises of the parties hereto.

G. AGREEMENT:

I, _____ hereby agree to all of the terms and conditions listed above.

Signature of user

Date

II. Name of Firm _____

I further certify that my Tort practice, and of the firm where I practice, is 100 % of representation of plaintiffs in civil actions and/or defendants in criminal matters, and that I have familiarized myself with the above usage restrictions with respect to CCTLA'S PLAINTIFFS' LISTSERV.

Signature of user

Date

Email Address

If the above statement is not true, please explain below. Your request for membership in this Listserv will be reviewed by members of the CCTLA Board to make a determination, and you will be notified.

CCTLA reserves the right to terminate the usage privileges of any Listserv member without notice of cause.

Submit this completed Agreement for review/approval to debbie@cctla.com.