

## Policy for Participation in Plaintiff-only Certificate of Merit Seminar

For the purposes of this agreement, excluded participant includes but is not limited to:

- A. Attorneys who represent healthcare defendants, insurance companies in defense of injured persons; or
- B. A member of any law firm that represents healthcare defendants or insurance in defense of injured persons; or
- C. Attorneys or others who represent trade associations within the healthcare industry; or
- D. A person who formerly represented healthcare defendants or insurance companies within the last year.

I agree that the KJA Executive Committee shall have the discretion to restrict my attendance if I do not meet the criteria. I understand that the Chief Executive Officer and Executive Committee may modify the eligibility criteria on an individual basis upon satisfactory proof that the integrity of the seminar will remain intact.

I have read the attendance criteria for the KJA Plaintiff-only seminar. I meet those criteria and agree to keep confidential all information obtained during the seminar.

I understand that my attendance at the Certificate of Merit Seminar is restricted to KJA members who are Plaintiff's counsel and who do not meet the definition of an excluded participant.

I understand that any information exchanged or written materials are confidential and that access is made available to achieve the common interest of its members in properly preparing and fairly resolving individual claims.

I agree to take whatever action is necessary and appropriate to preserve the confidentiality and/or work product status of all information obtained through access to this seminar. I will not share any such information with other individuals, inside or outside of my law firm, or future law firms, who represent defendants or insurance companies in personal injury or other tort claims. I also agree that I will use the information and/or ideas I obtain from this seminar on May 21, 2019, solely to represent plaintiff(s).

I will not distribute, sell, lend, give or allow copying of my notes, handouts, materials or other information I obtain from this seminar to anyone not attending this seminar.

KJA explicitly prohibits any use of materials, information and/or ideas obtained through this seminar to assist in the defense of a civil action or the prosecution of a criminal action, and I agree not to allow such use. I agree not to furnish materials to a defendant, defense interest, criminal prosecutor or any other person not assisting in my representation of plaintiff(s), except as required under the law. If opposing counsel demands the materials or the court orders their production during discovery, I will oppose the discovery, and I will notify KJA immediately to advise of such demand.

I will not use the materials, information and/or ideas obtained through this seminar for commercial purposes that are unconnected to the practice of law on behalf of a plaintiff.

I understand that violation of this agreement is a violation of the Kentucky Rules of Professional Conduct.

I have read and agree that I comply with the above stipulations by signing below.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Email Address \_\_\_\_\_