

THE NMTLA LISTSERVE

The NMTLA Listserve is an on-line discussion group that enables our members to exchange information, ask questions, engage in dialogue, and disseminate breaking news instantaneously. A member sends a posting the ListServe, which immediately and automatically re-sends it to all participating members. The membership reads the posting and, if someone has a suggestion, comment, or answer, sends it either to the first person directly or back through the ListServe to everyone. You can get several helpful responses within a day. The ListServe is a great way to get help on your cases, to discuss important issues, and to disseminate information

The NMTLA ListServe is a benefit of NMTLA membership but it is restricted to only those "General" members that meet the criteria set forth in the NMTLA ListServe-Members' Only Website Agreement. The NMTLA ListServe Agreement is designed to enhance the ListServe for NMTLA General Members, and to further the Mission of the organization. The Agreement is mandatory for all NMTLA ListServe Participants. If you are a General member in good standing and would like to participate in the NMTLA Listserve, please mail the initialed and signed agreement to: NMTLA, PO BOX 27529, ALBUQUERQUE, NM 87125-7529.

NMTLA LISTSERVE & "MEMBERS ONLY" WEBSITE AGREEMENT

I, _____, located at _____, do hereby affirm that I have read this agreement, and certify by my initials and signature the following:

- 1. I am a dues paying general member in good standing with the NMTLA. _____
- 2. I am engaged actively in the representation of injured plaintiffs. _____
- 3. I certify that neither I, nor any member of my law firm, generally and/or regularly engages in tort or personal injury defense, and that neither I nor my law firm has an ongoing contractual relationship that involves tort and/or personal injury defense as a general and/or regular part of my/our practice. My certification includes, but is not limited to tort and personal injury defense in the areas of motor vehicle liability, premises liability, medical malpractice, products liability, insurance defense, HMO liability, governmental liability, and civil rights. (This is not intended to exclude NMTLA general members who infrequently or occasionally handle the defense of a tort or personal injury case). _____
- 4. I agree to abide by the rules and protocols governing the NMTLA ListServe and Members' Only Website (hereinafter MOW) and maintain the confidentiality required by those rules. _____
- 5. I will openly and candidly share relevant information, documents, and other materials with members of the NMTLA ListServe and MOW in the interest of improving the quality of legal representation afforded to Plaintiffs and for the purpose of creating a spirit of cooperation, sharing, and camaraderie within the Plaintiffs' bar. _____
- 6. I will not, without appropriate permission, intentionally disclose sensitive information of a strategic and/or case specific nature that I have learned from the ListServe to non-members of the NMTLA ListServe or MOW, including disclosure to tort defendants, their attorneys, insurance companies, insurance defense attorneys, tort reform organizations, the media, and governmental bodies, especially if such disclosure might reasonably be thought to compromise the interests of the NMTLA Members and their clients who are victims of personal injuries, unless ordered to do so by a court of competent jurisdiction. _____

7. I will not share with, forward to, show, reveal, or disclose any documents, ListServe postings, attachments, downloads, website documents, or other materials obtained via the NMTLA ListServe, NMTLA document library, or any documents or information obtained from the MOW to non-members of the NMTLA ListServe/MOW, nor will I give, sell, or distribute the information to anyone whose interests are adverse to the mission statement of the NMTLA and the representation of injured persons, including to tort defendants, tort reform groups, insurance companies, defense organizations, insurance defense firms, and governmental and corporate attorneys. _____

8. I will notify the NMTLA if any improper request is made to acquire any materials obtained from or through the NMTLA ListServe or MOW, and I will resist such attempts. _____

9. I will not use the NMTLA ListServe or MOW for the purpose of advertising or soliciting, nor will I attempt to use the ListServe as a commercial vehicle. _____

10. Should my practice or that of my law firm change in such a way that I can no longer agree and certify to any part of this contract, I will immediately notify the NMTLA and be removed from the NMTLA ListServe and MOW. I understand that this agreement as to its confidentiality terms remains binding on me, irrespective of whether I have been removed from the list. _____

11. I enter this agreement in exchange for the privilege of participating in the NMTLA ListServe and MOW. The agreement is contractual in nature and is not merely a recitation. _____

12. I understand that my membership in the NMTLA ListServe and MOW is at the discretion of the NMTLA Board of Directors or its delegates and may be revoked at any time for any reason. _____

13. I understand that violation of this agreement may result in, but is not limited to, referral to the New Mexico Bar Disciplinary Board. _____

Date: _____

Name: _____
(Print legibly)

Signature: _____

Law Firm: _____

E-Mail: _____
(Print legibly)

Address: _____

Telephone: _____

Note: You are required to have a sponsor (someone who is already a ListServe member). Please complete the following:

SPONSOR: _____

[MAIL TO: NMTLA, PO Box 27529, Albuquerque, NM 87125-7529]