



Oregon Trial Lawyers Association

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Listserv Request

The OTLA listservs are one of the most popular and widely used services made available to members. They allow you to ask questions of the OTLA membership about cases, expert witnesses, defense counsel, litigation strategies, etc., and receive almost instantaneous answers. The lists are open only to current attorney and emeritus members of OTLA (with an additional list for OTLA Legal Staff Members).

To participate in the listservs, complete the Listserv Request form and sign the Listserv Confidentiality Agreement. Return to OTLA.

Name: _____
Email Address: _____ (Please type or print <u>clearly</u>)

Available Lists (please check all of the lists you are interested in):

- E-Clips (a daily compendium of news clips relevant to the plaintiff's bar, abstracted from the nation's newspapers, periodicals and journals)

Attorney and Emeritus Members Only:

- Amicus
- General Networking
- Business Litigation
- Cases Only*

*The sole purpose of the cases only listserv is for OTLA members to evaluate and discuss cases and matters related to cases with each other confidentially. Content on this list is restricted to discussion of list members' cases and anything relevant to those cases, including but not limited to discussions of judges, arbitrators, experts, deposition transcripts, related law and pleadings. The following are examples of violations of these terms of use:

- Announcing legal education, bar association or other non-OTLA events.
- Fundraising for political candidates, charities or organizations.
- Endorsement of candidates, judges, political parties or ballot measures.
- Posting of election results or discussion of election results.
- Advertising political, social or charitable events.
- Discussion of politics or religion or issues in the news (except as it relates to a specific case).
- Selling or giving away of tickets to sports events, theater etc.
- Advertising office space, posting employment vacancies or other personnel issues.

- Consumer Law (this list is subject to approval of section co-chairs)
- Criminal Law, Civil Rights and Intentional Torts
- Employment Law
- Family Law
- Guardians of Civil Justice (for Guardian members giving \$250 or more per month)
- Land Use/Real Estate
- Minority Caucus (must self-identify as a racial or ethnic minority)
- Motor Vehicles
- Nursing Home
- Other Legal News (this is the only list to which you may post about non-OTLA CLEs and education)
- Products Liability
- Professional Negligence
- Social Security/Disability
- Women's Caucus
- Workers' Compensation

For Legal Staff Members Only:

- Legal Staff List

For questions, contact Nora at 503-223-5587 or nora@oregontriallawyers.org

Oregon Trial Lawyers Association

Listserv Confidentiality Agreement

I CERTIFY to the Oregon Trial Lawyers Association (OTLA) and to my fellow members of OTLA that I have familiarized myself with the following usage restrictions and rules with respect to the members-only areas of OTLA's website, <http://www.oregontriallawyers.org>, and to OTLA's general listserv, whose address is otla@lists.trialsmith.com. I also understand that these rules also apply to the other listservs sponsored by OTLA to which I may be subscribed.

I agree to abide by these usage restrictions as a condition of access:

1. PROHIBITIONS. The following material is inappropriate and may not be posted by members to any of OTLA's listservs:

- Offensive materials: obscene, offensive, inflammatory, libelous, derogatory or any other *ad hominem* messages.
- Copyright violations: anything that appears to be lifted in whole or large part from copyrighted sources.
- Commercial messages: use of this service for commercial purposes is not allowed, except to promote OTLA products and services for OTLA members. This should not be interpreted to disallow the occasional offering of one's own used law books, office furniture, or commercial space, recommending of former employees, notifying fellow members of job openings, or giving advice concerning third party products or services in response to a specific request for information.
- Messages which promote the programs, events, or campaigns of other entities, including bar associations and community or charitable groups. (Exception: messages of this type may be posted on the OTLA Other Legal News listserv.)
- Any other messages that OTLA hereafter adds to this list and which are communicated to members of the listserv via its website, listservs, or other means of publication.

2. ACCESS. Access to the Members-Only Area of the website, OTLA general listserv and other OTLA listserv:

- A. Access to the general and section listservs is available to all regular and emeritus attorney members of OTLA.
- B. Access to the Legal Staff listserv is available to all legal staff members of OTLA.
- C. Access to the Other Legal News listserv is available to all members of OTLA.
- D. If you become ineligible for OTLA membership (i.e.: suspended by the OSB) it is incumbent upon you to notify OTLA and your listserv privileges will be suspended until you are back in good standing.

3. RESTRICTIONS ON USE. Information gained through access to the Members-Only Area of the website or from OTLA listservs is for the sole use and benefit of Regular and Emeritus Members who have been specifically approved for participation on the listserv. Listserv participants agree not to forward or otherwise distribute OTLA listserv messages to those who are ineligible to receive them. Further, these materials are intended for the exclusive use of OTLA members representing plaintiffs in civil actions. Materials may not be furnished to a defendant, defense interest, criminal prosecutor, or

any other person not assisting in the representation of a civil plaintiff, except as required by law. Confidential information should be treated as confidential work product. If materials from the Members Area of the website or OTLA's listserv are requested to be produced in discovery, the member receiving the request shall, within 5 calendar days of the request, provide the request to OTLA through a fax or email addressed to our then-serving Executive Director and President. While the OTLA website and its listservs should not be regarded as completely secure and should never be used for anything that should remain strictly confidential, this admonition does not constitute an admission by OTLA or the signer that work product or other privileges do not apply.

IMPORTANT NOTICE: Any use of materials obtained from the Members Area of the website or from OTLA's listservs to assist in lobbying efforts or electoral campaigns apart from those sanctioned by OTLA, or the representation of insurance companies, or the defense of personal injury or workers' compensation actions, is explicitly prohibited (unless otherwise required by law). Prohibited use may expose the person or persons using these materials to sanctions by OTLA, including the termination of OTLA membership. Member and their sponsoring attorney agree to reimburse OTLA for any costs or attorney fees OTLA incurs as a result of a member's disclosure of confidential materials.

4. PRIVILEGED INFORMATION. Due to the nature of email and the evolving levels of sophistication which individual computer users possess, there may be times when privileged attorney-client or work product information is accidentally disclosed on OTLA listservs by someone who did not intend to reveal privileged data. As a result, it is incumbent upon list participants to delete and refrain from forwarding obviously sensitive information to others, whether or not the intended recipient is a regular member of OTLA. Listserv participants are presumed to have disclosed any such privileged information by accident unless they affirmatively state otherwise in their messages.

5. NETIQUETTE. There are some rules of "netiquette" that are widely accepted by experienced online users. While not all such rules or potential rules are spelled out in this agreement, the OTLA may periodically post message content advisories on an as-needed basis. It is incumbent upon list participants to read such advisories and heed them. The listserv is not a private "chat room" and participants should avoid cluttering the list with personal comments or "thank you's" that are better sent in private messages. The listserv exists to assist members in the practice of law and law office management. If you have any doubts about the content or permissibility of a message please contact OTLA at otla@oregontriallawyers.org. List participants specifically agree not to CC any message to an email address not permitted to access the OTLA listserv to which the message is directed.

6. OBLIGATION TO KNOW CURRENT RULES. OTLA reserves the right to change the requirements for website access and listserv participation at any time and to require participants to sign updated forms as a condition of continued participation in OTLA's listservs and/or continued access to its website. Every time a member posts a message to an OTLA listserv, reads a message delivered to him or her from an OTLA listserv, or accesses content on the Members' Only area of the OTLA website, the member certifies that he or she continues to be eligible for listserv membership, and that he or she agrees to be bound by the current version of the online services member agreement and by any additional, applicable set of listserv rules.

7. SIGNATURE BLOCK REQUIRED. Every message sent to OTLA's listservs must be accompanied by information adequate to identify the sender, which shall include as a minimum, the sender's name, firm name, city, state, and email address.

8. OTHER GUIDELINES AND RULES. If you sign this document, you are bound not only by this current version, but also by any updated version which may be posted on OTLA's website. Additional guidelines and rules may be set forth periodically in a listserv FAQ on our website, and by other supplemental postings. Members are advised to check the website periodically to review the current version of this document and to familiarize themselves with any other rules and guidelines for listserv messages.

9. REMINDER. Please remember that any message you post to OTLA's listservs has the potential to be forwarded inappropriately to another member, a judge, defense counsel, the news media, a legislator or other governmental official. Messages are not filtered or moderated ahead of time. Use discretion in what you post and be advised that PROVOCATIVE COMMENTS about individuals and COMPLAINTS about fellow members or OTLA itself are better suited to private messages. Again, this reminder should not be taken as an admission by OTLA or the signer that listserv messages lack potentially applicable privileges.

10. NO CONTRACTUAL RIGHTS. This Agreement does not give the signer any contractual rights, due process rights, or property rights which may be enforced by the member or his or her firm in the event access rights are terminated, but merely serves as the signer's acceptance of the terms of access. This Agreement does not oblige OTLA to make a pro rata refund of fees in the event the signer's listserv membership is terminated. The signer's obligation to adhere to the above terms survives the termination of his or her access rights *and* his or her OTLA membership.

11. INDEMNIFICATION. The signer agrees to indemnify, defend and hold harmless OTLA from all claims, damages, costs and attorney's fees that OTLA may incur or be found liable to pay as a consequence of any posting from the member's account to any OTLA listserv and/or any donation of materials from the member to the OTLA Deposition Bank and/or Document Bank or any other plaintiffs' organization, such as TrialSmith or AAJ, with which OTLA may have a file sharing relationship.

12. AGREEMENT BINDING UPON FIRM/EMPLOYER. The undersigned Member hereby represents and warrants that he or she has authority to bind his or her law firm/employer to the terms of this Agreement, including its rules and restrictions, and that the law firm/employer identified below will itself be so bound.

Signature (Please print out and sign)

Date

Name (please print)

OSB#

Email Address