

I. SFTLA's ON-LINE INFORMATION EXCHANGE RULES, REGULATIONS AND AGREEMENT

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

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

A. Basic Information/How To's

B. QUALIFICATIONS FOR PARTICIPATION ON THE LISTSERV

C. Netiquette (general)

D. Regulations and Restrictions

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F. Discipline, Liquidated Damages and Indemnification

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I. Agreement

A. BASIC INFORMATION/HOW TO'S:

1. The purpose of the SFTLA'S LISTSERV is to provide a resource to those attorneys who SFTLA members who are (1) in good standing and (2) who do not represent or advise the defense in civil tort actions on behalf of any of the following: (a) insurers, (b) insureds, (c) independent adjusting firms, (d) employers in employment litigation, (e) product manufacturers, distributors, or sellers, (f) pharmaceutical companies, (g) transportation companies, and (h) government entities.
2. SFTLA'S LISTSERV is a private forum, and not a public forum.
3. The Listserv administrator is the staff at SFTLA. They can be reached by e-mailing info@sftla.org. Trialsmith currently hosts this Listserv for SFTLA.
4. To Send an Email to Everyone:...send an email to SFTLA@lists.Trialsmith.com
5. To Modify Your User Options:.....access www.sftla.org...Login using your Email Address and Password.....IF YOU NEED YOUR PASSWORD type in your email address under "Did you forget your password?" and click "Get Password." You will receive the password via email.
 - a. Click on Browse My Listserves and then List Settings to change you settings.
 - b. To Search All Previous Postings on the List:.....go to www.sftla.orgLogin using your Email Address and Password.....Click on Browse My Listserves.....Use Search Options to Inquire on the message database.
6. The Listserv will generate a high number of e-mails every day, so please be prepared for this. You can choose to digest the day's e-mails by modifying your User options. To do this follow the instructions listed above in # 2.

B. QUALIFICATIONS FOR PARTICIPATION ON THE LISTSERV:

1. Qualification for participation in the Listserv is limited to SFTLA members who are (1) in good standing and (2) who do not represent or advise the defense in civil tort actions on behalf of any of the following: (a) insurers, (b) insureds, (c) independent adjusting firms, (d) employers in employment litigation, (e) product manufacturers, distributors, or sellers, (f) pharmaceutical companies, (g) transportation companies, and (h) government entities.

2. These restrictions do not apply to members who represent civil tort defendants under the following limited circumstances: Those who represent insureds as cumis counsel; those who defend family, friends, or an uninsured in tort actions either for free or on an hourly basis and are not compensated by an insurance company, product manufacturer, employer, pharmaceutical company, transportation company, or government; and those who assist tort defendants to pursue coverage under an insurance policy.

3. Exceptions to this policy will be considered on a case-by-case basis, subject to approval by the SFTLA Listserv Committee. Any member who is granted an exception to this policy may be subject to restrictions or other requirements, as deemed necessary by the SFTLA Listserv Committee.

4. All participants in the SFTLA's Listserv are required to notify the executive director of the SFTLA of any change to their qualifications for participation within ten (10) days of being retained or hired to provide advice or to engage in the defense of civil tort litigation for or by any of the above enumerated people or entities.

C. 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 re-reading 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. Be mindful of 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 info@sftla.org 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.

D. REGULATIONS AND RESTRICTIONS:

1. Information gained through access to SFTLA'S' LISTSERV is for the sole use and benefit of members of SFTLA'S LISTSERV. Information and messages on SFTLA'S LISTSERV are posted and used only under an expectation and agreement of confidentiality, and production of information or documents from said LISTSERV without the express consent of the creator and SFTLA would hinder the very purposes of SFTLA membership including causing severe damage and a chilling effect on the right of association of SFTLA members. **Participants agree not to forward or otherwise distribute messages or information from said LISTSERV to those who are not a member of SFTLA'S LISTSERV.** Further, the materials and information contained on said LISTSERV are intended for the exclusive use of members of SFTLA'S LISTSERV, 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 defendants. **If the materials or information are demanded or subpoenaed during discovery, you are required to oppose the discovery and to contact SFTLA immediately.**

2. If you realize or discover that one or more of your opponents in litigation also participate(s) in the Listserv, send him, her, or them an off-list e-mail reminding them that you are also on the Listserv.
3. Permitted messages:
 - 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 admin@sftla.org for approval.
4. Prohibited messages:
 - a) No messages should be posted endorsing or advocating any political candidate or position. SFTLA 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 admin@sftla.org 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 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 constitutes, 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 Court Rules or Rules of professional Conduct, or violation of these Listserv regulations.
 - h) Advertisements, solicitations, promotions or announcements of goods or services for commercial purposes, 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 a 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, discounts, 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.

E. 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 creator and SFTLA in order 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 SFTLA and the Listserv group have an opportunity to respond if you are requested or ordered by any governmental entity to disclose confidential information obtained through the Listserv, and you will seek an appropriate protective order for the confidential information.

F. DISCIPLINE, LIQUIDATED DAMAGES AND INDEMNIFICATION:

1. ANY USE OF MATERIALS OR INFORMATION OBTAINED FROM SFTLA'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 SFTLA. SFTLA 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 SFTLA, ITS OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL COSTS AND EXPENSES CAUSED OR CONTRIBUTED TO BY YOUR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, SUCH COSTS AND EXPENSES INCURRED TO ENFORCE THIS AGREEMENT AND/OR TO ENSURE THE NON-PUBLIC DISCLOSURE OF MATERIALS OR INFORMATION OBTAINED FROM SFTLA'S PLAINTIFFS' BAR ONLY LISTSERV.

G. DISCLAIMERS:

1. Transmission of materials via this Listserv is done at your own risk and expense with full knowledge of this Listserv Regulations. SFTLA does not moderate the 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 SFTLA and do not necessarily reflect that of SFTLA or its affiliates. SFTLA does not guarantee the accuracy or reliability of the materials posted on the ListServ. SFTLA neither screens Member content nor verifies the source. Information provided on the Listserv does not constitute legal advice by SFTLA or its members.
3. SFTLA is not liable in any way for any content, including any errors, omissions or contaminants in any content. SFTLA does not guarantee that the Listserv will run without interruption or error or that all materials 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.

H. CONSIDERATION:

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

I. 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 in my practice I do not represent or advise the defense in civil tort actions on behalf of any of the following: (a) insurers, (b) insureds, (c) independent adjusting firms, (d) employers in employment litigation, (e) product manufacturers, distributors, or sellers, (f) pharmaceutical companies, (g) transportation companies, and (h) government entities.

These restrictions do not apply to members who represent civil tort defendants under the following limited circumstances: Those who represent insureds as cumis counsel; those who defend family, friends, or an uninsured in tort actions either for free or on an hourly basis and are not compensated by an insurance company, product manufacturer, employer, pharmaceutical company, transportation company, or government; and those who assist tort defendants to pursue coverage under an insurance policy.

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 SFTLA Board to make a determination, and you will be notified.

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