

VTLA Listserve Policies and Guidelines

When any member is found to be in violation of any of the following guidelines, the member's use of the listserv may be suspended immediately by VTLA, subject to further review.

When a member is found to be in violation of these guidelines on more than one occasion, VTLA may discontinue the member's use of any VTLA listserv on a temporary or permanent basis at VTLA's sole discretion.

Members agree that listserves are intended to facilitate the candid exchange of information among VTLA members related to the practice of law, including the mental impressions, opinions and trial strategies of members.

Members may not post any content that is threatening, abusive, harassing, offensive, inflammatory, libelous, obscene, hateful or personally critical of any fellow member of VTLA.

Members may not engage in personal criticism of other lawyers, law firms, judges, politicians, political candidates or political parties.

The VTLA listserves are protected by the Stored Communications Act and the Electronic Communications Privacy Act, 18 U.S.C. §§2701-2712.

Members agree to treat all listserv materials as attorney work-product and to maintain the confidentiality of all listserv materials with the same protections afforded by the member to their other work-product materials.

If materials from VTLA's listserves are requested or ordered to be produced during discovery, members agree to contact VTLA immediately and oppose the discovery, unless and until VTLA consents to its disclosure.

Restrictions on Use

- Members may not forward, share or publish listserv correspondence to any person or firm outside of the membership of the list.
- Members may not allow non-members of any listserv access to any downloaded message or attachment.
- Violations of these restrictions can lead to the temporary or permanent revocation of a member's access to the listserv.

Always Protect Client Confidences

VTLA cannot guarantee confidentiality even though our listserves are private and intended for use only by VTLA members. This warning to maintain confidentiality, however, is not to be construed as an admission by VTLA that the work-product protection or any other limitation on disclosure does not apply.



Solicitations

VTLA listserves are not to be used to solicit contributions for political causes or candidates. Do not use VTLA listserves to promote CLE programs or other events not sponsored by VTLA, unless permission has been specifically granted by VTLA.

Indemnification

Any VTLA member using VTLA listserves agrees to indemnify, defend and hold harmless VTLA from all claims, damages, costs and attorney's fees that VTLA may incur or be found liable to pay as a consequence of any posting from the member's account to any VTLA listserve.

Disclaimer and Important Words of Caution

VTLA provides listserves for the edification and benefit of its members and their clients. VTLA has no obligation to continue to provide this service and reserves the right to discontinue this service completely, modify its policies and guidelines, and/or to exclude any member from the listserve at any time for violating the guidelines set forth here. VTLA does not screen, censor, edit or exercise any control over the content of emails posted to any listserve and, therefore, accepts no responsibility for the opinions and information shared, and cannot guarantee their accuracy or reliability. Views and opinions expressed on the listserve do not necessarily represent the policies or mission of VTLA. VTLA cannot recall any message already sent to the listserve.