

**CALIFORNIA APPLICANTS' ATTORNEYS ASSOCIATION**  
**ON-LINE INFORMATION EXCHANGE RULES, REGULATIONS & AGREEMENT**

CAAA'S On-Line Information Exchange will hereby be referred to as Lawnet or "Listserve" throughout the rest of this document. The terms "Lawnet" or "Listserve" refers to any of the listserves provided by CAAA to its membership for use as a tool in the practice of workers compensation law.

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

- A. Netiquette (General)
- B. Regulations and Restrictions
- C. Confidentiality
- D. Discipline, Liquidated Damages and Indemnification
- E. Disclaimers
- F. Consideration
- G. Agreement

A. 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" (the act of posting deliberately hostile messages) on the list. Flaming is not a constructive use of the Lawnet. Valid concerns should be voiced when the purpose is to initiate conversation. Avoid attacking any individual on Lawnet. Instead save your message for 24 hours and reread before sending it to the listserve.

2. By using all CAPS you are essentially "shouting" over the Net. Please avoid using caps and instead use \*marks to show importance.

3. When going away for over a week please consider un-subscribing from the list. Go to [www.caaa.org](http://www.caaa.org), double-click on the **Lawnet button** or go to <http://lawnet.caaa.org/readiall> forums/.

- a) towards the bottom the page
- b) click on the see more link
- c) click on the lawnet link or the list you want to view
- d) login with your email address
- e) password
- f) click on the My Account tab
- g) change your Membership type to Nomail

Or, send a notice to [bel@caaa.org](mailto:bel@caaa.org) noting the vacation dates you will be out of the office. This will avoid your mailbox filling up while you are away.

4. Routinely and frequently virus-scan your system, especially when receiving or downloading files from other systems to prevent the spread of viruses.

## B. REGULATIONS AND RESTRICTIONS:

1. Access to the Lawnet is limited to regular CAAA members. A member whose practice changes such that he or she no longer meets CAAA's requirements for regular membership is obliged to inform CAAA of this change in status within ten days of said change. Access to Lawnet is specifically prohibited to anyone who does not meet the requirements for regular membership in CAAA.
2. Information gained through access to Lawnet is for the sole use and benefit of members of CAAA only. Participants agree not to forward or otherwise distribute messages or information from Lawnet to those who are not regular members of CAAA. Further, the materials and information contained on Lawnet are intended for the exclusive use of regular members of CAAA only. Materials and information may not be furnished to a defendant, defense interest, or any other person not assisting in the representation of injured workers. If the materials or information are demanded or ordered to be produced during discovery, members are urged to oppose the discovery and contact CAAA immediately.
3. Permitted messages:
  - a) Should have the purpose of assisting members in the practice of representing injured workers, including law office management. If you are unsure about the permissibility of a message please contact the administrator at [bel@caaa.org](mailto:bel@caaa.org), who will contact the committee.
  - b) The listserv designated as Lawnet is for the purpose of posting questions, information or concerns specifically related to the practice of workers compensation law. These questions include but are not limited to issues involving doctors, defense attorneys, case law and statutory authority, etc. The listserv designated as Lawnet is not to be used for broader or more wide-ranging discussion of politics, CAAA as an organization or less practice-oriented concerns. By signing up to participate in the listserv designated as Lawnet you are agreeing to abide by these terms and Regulations.
  - c) The listserv designated as Compchat is for the purpose of allowing more discussion of politics, CAAA as an organization, the workers' compensation system generally, etc. By signing up to participate in the listserv designated as Compchat you are agreeing to abide by these terms and Regulations.
  - d) Listserves designated for the various CAAA committees are for communication between and among committee members. Listserves designated for the various CAAA chapters are for communication to chapter members in that area.
4. Prohibited messages:
  - a) Messages which contain racist, sexist or other derogatory remarks.
  - b) Messages that are threatening, abusive, harassing or defamatory, libelous, pornographic, invasive of another's privacy, or otherwise tortious or unlawful, hateful or ethically objectionable.
  - c) 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.

- d) 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.
- e) Content that continues, encourages or provides instructions in committing a criminal offense, violation of another's rights or conduct that is likely to give rise to liability or violation of these Lawnet regulations.
- f) Advertisements, solicitation, promotions or announcements of goods or services for commercial purpose, 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 financial interest, you must disclose it.
- g) 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.
- h) Messages posted on Lawnet which are more appropriate for Compchat.
- i) 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.
- j) 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.

#### C. CONFIDENTIALITY AND NONDISCLOSURE:

1. The Lawnet regulations as stated above maintain the strict confidentiality and nondisclosure of the transmissions and information posted on Lawnet. By signing below or by using Lawnet 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 poster 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 CAAA shall have an opportunity to respond if you are requested or ordered by a Court or Agency to produce the confidential Lawnet information. In such a situation you will seek an appropriate protective order for the confidential information and immediately contact CAAA.

2. Though Lawnet is private and intended for the use of Regular CAAA members and transmission to Non-regular CAAA members is prohibited, CAAA cannot guarantee confidentiality. Email can be easily forwarded or easily seen by others within an office. It is possible, therefore, that defense counsel, judges or doctors will have access to your email.

#### D. DISCIPLINE AND INDEMNIFICATION:

1. Any use of materials or information obtained from Lawnet to assist in the defense of workers compensation cases 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 CAAA.

2. You agree to indemnify (including reasonable attorney's fees incurred), defend and hold CAAA, its officers, employees and agents harmless from all claims and demands made by any third party due to or related to (a) any material you transmit or (b) your violation of these Listserv regulations.

3. Violation of these rules may result in discipline, including warnings and suspension from Lawnet and/or any other Listserve where the violation occurred. Warnings may be issued by the Technology Committee, subject to review by Executive Board. Suspension may be issued by the Technology Committee, subject to ratification by the Executive Board and the Board of Governors.

E. DISCLAIMERS:

1. Transmission of materials via Lawnet is done at your own risk and expense with full knowledge of these regulations. CAAA is not responsible for breaches to Lawnet.

2. Unless otherwise stated, views and opinions expressed on the Lawnet have not been approved by CAAA and do not necessarily reflect the views of CAAA or its affiliates. CAAA does not guarantee the accuracy or reliability of the materials posted on Lawnet. CAAA neither screens members' content nor verifies the source. Information provided on Lawnet does not constitute legal advice by CAAA or its members.

3. CAAA is not liable in any way for any content, including any errors, omissions or contaminants in any content. CAAA does not guarantee that Lawnet will run without interruption or error or that all material 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 Lawnet materials.

F. CONSIDERATION:

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

G. AGREEMENT:

I, \_\_\_\_\_ hereby agree to all of the terms and conditions listed above.

Signature of User: \_\_\_\_\_

Date Signed \_\_\_\_\_