

Claimants' Attorneys' Email Listserv, Inc.

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## APPLICATION AND AGREEMENT FOR PARTICIPATION - 2020

Please complete the following subscription application and agreement to participate on the Claimants' Attorneys' Email Listserv (CAEL) in 2020 and mail your completed application along with the \$175.00 annual subscription fee or credit card authorization to **P.O. Box 1734, Tallahassee, FL 32302-1734**. Alternatively you may apply by emailing or faxing the application with your credit card authorization to **(850) 562-5619** or by subscribing through the FWA website [www.floridaworkers.org/cael](http://www.floridaworkers.org/cael). Applications without payment will not be processed. The acceptance of funds does not guarantee your participation on the CAEL; however, if your application is denied, the \$175.00 fee will be fully refunded.

**Name:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_

**Address:** [check here \_\_\_ if recently changed] \_\_\_\_\_

\_\_\_\_\_

**Phone:** (\_\_\_\_\_) \_\_\_\_\_ **Fax:** (\_\_\_\_\_) \_\_\_\_\_

**Email Address for Listserv messages:** \_\_\_\_\_

**Approximate percentage of your workload spent on employer/carrier defense cases:** \_\_\_\_\_%

**Approximate percentage of your firm's workload spent on employer/carrier defense cases:** \_\_\_\_\_%

**Do you represent insurance companies in any manner?**  YES  NO

**If yes, please explain.** \_\_\_\_\_

**How long have you been practicing at the above employer/carrier defense percentages?** \_\_\_\_\_

**Possible Conflicts of Interest:** To avoid potential conflicts within the CAEL, please disclose any possible conflicts other members should be made aware of, i.e., names of immediate family members who are employed with defense firms, insurance companies, the judiciary or any providers in the worker's compensation system: \_\_\_\_\_

\_\_\_\_\_

## POLICIES FOR PARTICIPATION IN CAEL, INC.'S ONLINE DISCUSSION FORUMS

1. I, \_\_\_\_\_, Esq., a current FWA member or applicant for membership, agree to the terms and conditions set forth below as an agreement between myself and CAEL, Inc. regarding my participation in and the use of the information shared in CAEL, Inc. discussion forums (also known as Listserv). I know that my membership in the Florida Workers' Advocates (FWA), is a requirement to participate on this Listserv, and that I will be removed from the Listserv if my FWA membership lapses or if I am no longer a member in good standing. This agreement supersedes any previous similar agreements between CAEL, Inc. and myself. The provisions of this agreement will be enforced by CAEL, Inc., which shall mean officers of CAEL, Inc., or Board of Directors, or CAEL, Inc.

staff members. I understand that the use of the Listserv is a privilege of CAEL, Inc. membership, which will be revoked for my breach of the terms of this agreement. The only avenue of redress in the event of revocation of Listserv privileges is an appeal to the Board of Directors of CAEL, Inc.

2. I, \_\_\_\_\_, take full personal responsibility for any actions performed using my CAEL, Inc. email address. I have the right to make all information that I post to the Listserv available to CAEL, Inc. members and accept full responsibility for any copyright infringement or any other legal actions which may be brought against CAEL, Inc. as a result of information that I post. In addition, if I find myself in opposition to a Listserv member or a member of their firm on one of my cases, I will disclose that information to both the individual I'm opposing and the entire list immediately.
3. Further, I agree that CAEL, Inc. members may use the information subject to the conditions and restrictions placed on them by the provisions below, and that CAEL, Inc. or any of its Board of Directors may appoint an entity to load this information into searchable databases or otherwise provide this information for fees or other consideration to CAEL, Inc. members. My name, address, and other contact information may be included in these searchable databases or other information collections.
4. I agree that under no circumstances may information obtained from CAEL, Inc.'s Listserv be used for commercial purposes that are not connected with the practice of law on behalf of a client or be entered into any other document, database, or information retrieval system except for litigation support databases under the control of the CAEL, Inc. member downloading the documents and used solely to support litigation efforts in which the downloading member is engaged. I shall not use my access to CAEL, Inc. Listserv for any commercial purpose; I will not solicit clients through such use; I will not offer items for sale for profit through such use; and I will not market Listserv users for any profit-making venture. I will not sell or disseminate any listings of CAEL, Inc. forum users to any person or entity (profit or nonprofit). I will not provide any copy, electronic or otherwise, of Listserv communications or the identity of Listserv participants to any other person or entity, except to Listserv participants or to such other Listservers as may be determined by the CAEL, Inc. Board of Directors.
5. I acknowledge, understand, and agree that the CAEL Listserv is considered to be a **private forum**, where myself and all other members intend that the respective email postings/transmissions of each member are **private and confidential to members only** and not intended for distribution to the public at large. Further, I acknowledge, understand, and agree that all members of the CAEL are attorneys or paralegal staff employed by said attorney or attorney's law firm, and that information contained in said email postings may contain attorney-client privileged information for consultation between CAEL members who are experts, and thus the email posting content is also work-product privileged. Moreover, I agree that any CAEL discussions by which I or another CAEL member decide to initiate communication with each other outside of the Listserv is vicariously protected by both attorney-client and work-product privileges. I further understand all Listserv messages are property of CAEL and authorize CAEL to use those messages.
6. I will conform at all times to appropriate standards of conduct on the CAEL, Inc. Listserv. These standards include but are not limited to the following:
  - a. All CAEL members shall comply with membership requirements of Florida Workers' Advocates.
  - b. Obscene, offensive, inflammatory, libelous, derogatory, and any personal attack in a message is prohibited;
  - c. Off-topic postings, those without substantive content or clearly unrelated to the Listserv subject, will be avoided where possible. (To reply privately either click on the original author's email address within the posting to send a new message directly to him or her OR use the "Reply ALL" feature in your email software and then delete the Listserv address from the "To" portion of the reply message).
7. If CAEL, Inc. makes an online document library available to the members to upload and download documents to CAEL, Inc. at any time, I will not forward or otherwise distribute Listserv messages to non-members. These materials are intended for the exclusive use of CAEL, Inc. members representing claimants or potential claimants. Materials may not be furnished to a defendant, defense interest, criminal prosecutor, or any other person not assisting in your case, except as required under the law. If the materials are demanded or ordered to be produced during discovery, you are required to oppose the discovery, and contact CAEL, Inc. The emails distributed through the Listserv are attorney work-product privilege and will be regarded as such.
8. I realize, as with any Internet website, CAEL, Inc. and its discussion Listserv should not be regarded as a secure system and should never be used for anything that should be confidential in nature. I understand that any use of materials

obtained from CAEL, Inc. to assist in the defense of a civil action or the prosecution of a criminal action is explicitly prohibited, except by the permission of CAEL, and any such use may expose me or the person or persons using these materials in such a manner to ethical sanctions by CAEL, Inc. and/or the appropriate state or local bar association. I agree that every message that I send through the Listserv will be accompanied by information adequate to identify myself, which shall include as a minimum, my name, firm name, city, state, and email address. With the posting of each message to CAEL, Inc. Listserv, I certify that I continue to be qualified for CAEL, Inc. membership.

- 9. I understand and agree that CAEL, Inc. does not screen email content prior to posting and therefore does not approve, authorize, censor, edit or otherwise exercise any discretion over the content of postings to the Listserv. The member posting any email is therefore solely responsible for the content of the posting.
- 10. I agree to be responsible for my acts and omissions, including all my postings to the Listserv, and to hold harmless and indemnify CAEL, Inc., its officers, directors, agents and employees in regard to any and all liability, claims, demands, suits, losses, costs, damages and expenses that the CAEL, Inc., its officers, directors, agents or employees may sustain or incur by reason of any negligence, willful misconduct, intellectual property infringement, breach of this agreement, or any other act or omission by me or my agents or employees.
- 11. I agree that this constitutes an agreement between CAEL, Inc., myself, my firm and the employees of my firm. These policies are subject to change, but are in effect now. My agreement with CAEL, Inc. will include these policies, even as they are amended, unless I notify CAEL, Inc. differently, said amendments will not be effective until published by CAEL, Inc. on its Listserv. A complete record of this transaction will be permanently saved. I understand that my continued participation on the forum is at the discretion of CAEL, Inc. and that I may be removed from the Listserv for violating this agreement. I also understand that there is an annual subscription fee to participate on this Listserv and that the fee is nonrefundable whether I am removed from the forum or choose to terminate my participation on the forum.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

*This document must be signed to indicate compliance and to process application.*

The annual fee to participate in the CAEL forums is \$175.00. Payment must accompany your application for your application to be processed. If your application is denied, the \$175.00 will be fully refunded. If, however, your participation on the Listserv is terminated for any reason, the fee will not be returned.

My check for \$175.00 made payable to **Claimants' Attorneys' Email Listserv, Inc.** is enclosed; or

Please charge the following credit card:  VISA  MasterCard  American Express

Card No.: \_\_\_\_\_ Name on Card: \_\_\_\_\_

Expiration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ CID\* or CVV\*\* No.: \_\_\_\_\_  
(MM/YY)

Credit Card Billing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email address for credit card receipt: \_\_\_\_\_

Signature \_\_\_\_\_

\*For American Express the CID No. is the 4-digit number on the front of the card to the right and above the card number.

\*\*For Visa and MasterCard the CVV No. is the 3-digit number on the back of the card to the right of the signature.