



# tlabc's criminal defence litigation group

The Trial Lawyer Association's Criminal Defence Litigation Group is an email-based networking group for lawyers who practice criminal law and who act almost exclusively for the defendant(s).

Ever need an answer *right now* - no time to research? Send one email to the CDLG list server, and within moments your message will land in the inboxes of hundreds of criminal defence lawyers all across BC! Get the quick answers you need, discuss common concerns, share ideas and stay connected.

In addition to the popular email-based list server, the CDLG offers teleseminars and written materials which are offered free of charge, or at a nominal fee, for CDLG subscribers.

The annual subscription fee for this group will be paid by the Legal Services Society upon receipt of the following signed agreement:

I certify that I will accept at least 12 legal aid criminal referrals in the next calendar year, from the date of this application.

Signature: \_\_\_\_\_

Please note that your signature is also required by TLABC to certify your eligibility for this list (right).

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

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

- I hereby certify to the Trial Lawyers Association of British Columbia (TLABC) that:
- 1) I am a member in good standing of the Law Society of British Columbia or its provincial equivalent OR I am an articling student whose principal counsel is a member in good standing of the Law Society of British Columbia or its provincial equivalent.
  - 2) to the extent that I practice law in criminal cases, I represent the defendants and I do not represent the Crown (provincial or federal) except occasionally on an ad hoc basis.
  - 3) I agree to send a notice promptly to the CDLG list server (with "ad hoc" in the subject line) notifying my fellow CDLG users when I have been retained as ad hoc Crown, and indicating to which courthouse I have been assigned, and dates in question.
  - 4) In the event that I am hired as a permanent or auxiliary member or agent of the office of Crown Counsel, I agree to notify TLABC immediately and withdraw from the CDLG.
  - 5) I have familiarized myself with the rules of TLABC list server use as defined in the TLABC Universal List Server Agreement (see reverse), and I agree to abide by these rules and usage restrictions as a condition to access.

I agree not to disseminate any of the information or materials I obtain through the CDLG list server to anyone, except for the sole purpose of representing my client(s). I understand that any violations of these rules may result in expulsion from the CDLG.

Please subscribe me to TLABC's Criminal Defence Litigation Group.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_



Please FAX completed form to Legal Services Society: 604-681-7963

Questions? Contact Sheila Schierbeck: sheila@tlabc.org



Legal  
Services  
Society

British Columbia  
www.lss.bc.ca

# Trial Lawyers Association of BC Universal List Server Agreement

1. Each TLABC List Server is comprised of subscribers who have been appropriately registered and cleared by TLABC, in that: they have affirmed their eligibility for inclusion in the list server group to which they have subscribed, per each group's individual eligibility guidelines; and they have affirmed that they have read the rules of use as defined in the TLABC Universal List Server Agreement, and agree to abide by these usage restrictions as a condition to access.
2. The purpose of each TLABC List Server is for registered subscribers to share information with other subscribers only. Any information is proprietary in nature, and can be used only by the registered members of that List Server.
3. Use of any TLABC List Server is limited to those who have been appropriately registered for that List Server. TLABC provides its List Servers as a service to assist registered users in the sharing of information relative to their law practices. TLABC does not screen email content prior to posting and, therefore, accepts no responsibility for the opinions and information on the List Server(s).
4. No TLABC List Server should be regarded as a secure system and should never be used for anything that should be confidential in nature. Email is easily forwarded and in some offices email is accessible to a variety of people despite the users' commitment to this List Server Agreement. Consider your comments to be public. Therefore, be professional and careful about what you say.
5. Information and materials must not be provided to other lawyers, employers and/or insurance companies in any claim for benefits, insurance company personnel in any declaratory action, or to assist any person in the prosecution of criminal actions. List Server participants agree not to forward or otherwise distribute List Server messages and/or attachments to those who are not registered for that List Server unless expressly permitted to do so by the person who originates the message or attachment. This prohibition against unauthorized sharing of information applies to other lawyers in the same law firm, physicians, insurance company personnel, or anyone else. Specifically, information generated on any List Server is for the sole use and benefit of the registered users of that List Server. This means that a registered user of any TLABC List Server is not allowed to discuss or disclose any information, including attachments, posted on a List Server with anyone who is not registered to use that List Server. Permission is granted to registered List Server subscribers to educate their support staff as needed in order to practice to the benefit of their clients but support staff should be advised of these strict confidentiality rules. If materials from any TLABC List Server are demanded or ordered to be produced during discovery, members are urged to oppose the discovery, and contact TLABC immediately. Messages may not be forwarded to anyone outside any List Server without the express permission of the author of the message.
6. The following material is inappropriate and may not be posted to any TLABC List Server:
  - a. Insubstantial responses, such as "thanks", "good work" or "call me". If responses like these are deemed necessary, they should be sent directly to the person for whom they are intended, and not the List as a whole. The goal is to limit the number of messages that are posted on a List Server, so that only questions and answers of general interest are posted.
  - b. Obscene, offensive, inflammatory, libelous, derogatory, or any language directed to harm someone personally.
  - c. Copyrighted materials posted without permission.
  - d. Advertising or solicitations: use of this service for commercial purposes is not allowed, except to promote TLABC products and services. This should not be interpreted to disallow favourable advice concerning third party products or services in response to a specific request for information.
  - e. Private messages: only reply to the entire group if the response is relevant for everyone to read. If it is appropriate for only the original sender, send that person a separate personal email.
7. Every message sent to any TLABC List Server must include information adequate to identify the sender without having to open the message itself. This shall include, as a minimum, the sender's full name and email address. The subject matter of every message should also be accurately reflected in its subject line, allowing recipients to read selectively and to prevent misleading archive searches.
8. You agree to indemnify (including reasonable legal fees incurred), defend and hold TLABC, its officers, employees and agents harmless from all claims and demands made by any third party due or related to (i) any material you transmit, or (ii) your violation of this List Server Agreement.
9. Any violations of the above rules will be taken seriously. Repercussions may include expulsion from any or all TLABC List Server(s), and possibly from TLABC membership. TLABC will notify users of their breach of these terms when TLABC learns and has reasonable evidence or confirmation of a breach.
10. UNLESS OTHERWISE STATED, VIEWS AND OPINIONS EXPRESSED ON ANY TLABC LIST SERVER HAVE NOT BEEN APPROVED BY TLABC AND DO NOT NECESSARILY REPRESENT THE POLICY OF TLABC. TLABC MAKES NO WARRANTY OR GUARANTEE CONCERNING THE ACCURACY OR RELIABILITY OF THE CONTENT. TLABC DOES NOT SCREEN USER-GENERATED MATERIAL, NOR VERIFY THE SOURCE. TLABC SUGGESTS YOU DO NOT RELY ON THE STATED IDENTITY, CONTENT OR SOURCE OF SUCH MATERIAL WITHOUT YOUR INDEPENDENT CONFIRMATION.
11. TLABC reserves the right to change the requirements for List Server participation at any time and to require participants to sign updated forms as a condition of continued participation on any List Server.