

1 NOTICE: The PELA listserv is intended for plaintiff employment lawyers only and is
2 therefore restricted to attorney members of the Plaintiff Employment Lawyers
3 Association whose dues are current. Law student members sponsored by attorney
4 members may also participate. The members' side of colopela.org is intended for all
5 members of the Plaintiff Employment Lawyers Association whose dues are current.
6 Defense lawyers practicing employment law are ineligible to join PELA and are thus
7 prohibited from using any PELA online services. This policy is enforced and monitored
8 by PELA members.

9 Your use of the PELA listserv or any other public discussion medium hosted by the
10 Plaintiff Employment Lawyers Association (PELA) indicates your acceptance of the
11 terms found in this Acceptable Use Policy ("AUP"). The AUP can be modified at any
12 time, and your continued use of these services indicates your acceptance of the
13 modified terms.

14 Please remember that the open and real-time nature of the PELA listserv makes it
15 impossible for us to vouch for the validity of all content posted. As such, we are not
16 responsible for any messages posted or the consequences of following any advice
17 offered within those messages. Even though the PELA listserv is password protected,
18 please note, as with all other online content, PELA cannot guarantee 100% privacy.
19 Posting to the PELA listserv should be done with this understanding. The views expressed
20 in the posts you will find on the listserv belong solely to their respective authors and do
21 not necessarily reflect the views of PELA. If you find any messages in the listserv to be
22 offensive or objectionable, please contact us via email. If we determine that removal
23 of an archived message (or messages) is necessary, we will make reasonable efforts to
24 do so in a timely manner.

25 CAUTION: If privileged information is set forth on the PELA listserv then it will likely
26 lose its protected status and/or may be seen by third parties whom you would not want
27 to see it. Do not use the PELA listserv to transmit privileged or confidential information.
28 Statements concerning sensitive topics, especially those concerning the conduct of
29 judges and lawyers in our community, and/or the issues we and our clients confront,
30 should be carefully thought out prior to posting.

1 By using these services and forums, you agree to the following:

2 • You will not post any material that is knowingly false, misleading, or
3 inaccurate.

4 • You will not behave in an abusive and/or hateful manner, and will not harass,
5 threaten, or attack anyone.

6 • You will not post obscene or pornographic materials unless it is directly related
7 to a pending legal matter for which such information is necessary.

8 • You will not use these forums to violate any laws or to discuss illegal activities.

9 • You will not impersonate any person or entity, forge headers or otherwise
10 manipulate identifiers in order to disguise the origin of any posting, or collect or store
11 personal data about other users.

12 • You will not post any copyrighted material, or link to any copyrighted material
13 (with the exception of publicly available sites and pages that the legal owners of the
14 copyrights have created to make that material freely available to the general public),
15 unless that copyright is owned by you or by PELA.

16 • You will not use these forums for the purposes of sharing or distributing viruses,
17 licenses, registration information, or other information designed to do harm to or allow
18 unlawful access to any computer hardware, software, networks, or any other systems.

19 • You will not post advertisements, chain letters, pyramid schemes, or
20 commercial solicitations, all of which are inappropriate and prohibited on the PELA
21 listserv.

22 • You will not knowingly post messages that are clearly outside of the scope of
23 employment law, unless a message is labeled as being "Off Topic," or disrupt the PELA
24 listserv by deliberately posting repeated irrelevant messages or copies of identical
25 messages (also known as "flooding").

26 • You will, if asked to do so by the president of PELA, cease posting any
27 content, and/or links to content, deemed offensive, objectionable, or in poor taste.

28 Please be advised that at all times, you remain solely responsible for anything
29 found within your messages and agree to indemnify and hold PELA, its officers and

1 members of its executive board harmless from any claim or demand, including
2 reasonable attorneys' fees, made by any third party due to or arising out of any
3 material you submit, post to or transmit through the PELA listserv, your use of the PELA
4 listserv, your connection to the PELA listserv, your violation of the AUP or your violation of
5 the rights of another.

6 We reserve the right to delete any archived message for the PELA listserv for any
7 reason whatsoever. Should you continue to post messages that violate the rules of the
8 PELA listserv, your access to the listserv may be denied, and other actions may be taken
9 by the Board, up to and including termination of your membership.

10 The PELA listserv was created for the exchange of ideas and to raise the level of
11 knowledge in the plaintiff employment law community. While PELA understands
12 reasonable people can differ and we encourage our members to offer opinions and
13 insight, PELA listserv users should refrain from personally attacking other members.

14 The President shall appoint a three member committee to enforce this
15 Acceptable Use Policy. A decision by that committee is appealable to the Board of
16 Directors. Any appeal shall be submitted in writing.