



AMERICAN ASSOCIATION FOR
JUSTICE
**NURSING HOMES
LITIGATION GROUP**

MEMBERSHIP APPLICATION

(Membership limited to AAJ Regular, Sustaining, President's Club & Life members. If you are not a member of the American Association for Justice (AAJ), please also complete Section C at the end of this application.)

Annual Membership Dues: \$150

Name: _____

Name of Firm: _____

Address: _____

Office Phone Number: _____

Fax Number: _____

E-mail Address: _____

AAJ ID#: _____

This must be included in your application. If you do not know your number, call AAJ at 202.965.3500 or 800.424.2725, ext. 8611.

Year Admitted to Practice: _____ State Bar #: _____

Practice Area: _____

Type of Membership:

Regular Sustaining President's Club Life

Please indicate how long you have been practicing nursing home litigation:

Less than ____ 1 Year ____ 2-3 years _____ 3-5 years _____ 5-8 years _____ 8+ years .

Please make check payable to AAJ Nursing Homes Litigation Group. Send completed application, affidavit, and check to:

Michael Brusca
300 Carnegie Ctr. Dr., Suite 150
Princeton, NJ 08540
mbrusca@dbtriallawyers.com

If we need to contact you to service your membership record or to provide you with information about member products and services and advocacy and legislative updates, we will honor your contact preferences. By providing your contact information, including phone number, fax number, and email address, you consent and give permission for AAJ to contact you by any of those means, which may include calls to your mobile phone, faxes, or emails. You may contact AAJ at any time to change your preferences.



AMERICAN ASSOCIATION FOR JUSTICE NURSING HOMES LITIGATION GROUP MEMBERSHIP AFFIDAVIT

By my signature and application, I authorize AAJ's Nursing Homes Litigation Group to include documents provided by me to the data bank, which will be available to the membership of the Nursing Homes Litigation Group.

By my signature below, I hereby affirm that I do not now, nor will I in the future while a member of AAJ Nursing Homes Litigation Group, represent a long-term care facility in an action against that facility by or on behalf of any resident (past or present) of the facility. I also affirm that I will immediately return all materials obtained by me from or through the Nursing Homes Litigation Group in the event I, at any time in the future, represent a long-term care facility in an action against that facility by or on behalf of any resident. I also affirm the same to be true with respect to any member of any law firm with which I am employed. Further, I affirm and agree that any violation by me of this oath is grounds for the AAJ Nursing Homes Litigation Group to file a grievance pursuant to the procedures set forth by my state bar organization.

POLICIES FOR PARTICIPATION IN JUSTICE.ORG DISCUSSION FORUMS AND LIST SERVERS

I also agree to the terms and conditions set forth below as an agreement between myself and the American Association for Justice (AAJ) regarding my participation in and the use of the information shared in Justice.org's List Servers and document libraries. This agreement supersedes any previous similar agreements between myself and AAJ. I understand that the use of the List Servers is a privilege of AAJ membership which may be revoked if I breach the terms of this agreement.

ENFORCEMENT

This agreement shall be enforced by the List Server Subcommittee ("Subcommittee") of the AAJ Section and Litigation Group Coordination Committee ("SGLCC"). The Subcommittee has the authority to suspend my access to the List Servers. I have the right to appeal the suspension to the SLGCC. I take full personal responsibility for any actions performed using my Justice.org username and password.

USE OF INFORMATION

I have the right to make all information that I post to any List Server available to my AAJ colleagues and accept full responsibility for any copyright infringement or any other legal actions which may be brought against AAJ as a result of information that I post. Further, my AAJ colleagues may use the information subject to the conditions and restrictions placed on them by the provisions below. AAJ, the AAJ Exchange, or their successors may load this information into searchable databases or otherwise provide this information for fees or other consideration to AAJ members and/or Exchange users. My name, address, and other contact information may be included in these searchable databases or other information collections.

COMMERCIAL PURPOSES

Under no circumstances will I use information obtained from AAJ's List Servers for commercial purposes that are not connected with the practice of law on behalf of a client or the administration and management of my law office.

I will not download information obtained from the List Servers into any other document, database, or information retrieval system except for those directly under my control and used solely to support the litigation efforts in which I am engaged or the administration and management of my law office. I will not solicit clients through the AAJ List Servers. I will not utilize AAJ's List Servers to advertise programs or activities that are not sponsored by AAJ or one of its state TLA partner organizations. This includes announcements of other organizations' CLE programs. I will not market to List Server users for any profit-making venture. I will not offer items for sale for profit through the List Servers except in connection with the administration and management of my law office. I will not market items for sale for charitable activities or organizations through AAJ List Servers. I will not sell or disseminate any listings of AAJ users to any person or entity (profit or nonprofit). I will not provide any copy, electronic or otherwise, of List Server communications or the identity of participants to any other person or entity, except to participants.

STANDARDS OF CONDUCT

I will conform to appropriate standards of conduct at all times on AAJ's List Servers. These standards include but are not limited to the following:

1. I will not post or respond to messages that contain obscene, offensive, inflammatory, libelous, derogatory language, and/or personal attacks.
2. I will post messages to the appropriate forum to ensure that my message reaches an audience interested in that type of message. I will direct miscellaneous postings that may be unfit for subject matter List Servers to the AAJ Members' Meetroom List Server.

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3. I will not exploit AAJ's List Server to solicit participation of AAJ members in non-AAJ administered list servers or activities.
 4. I will not post non-substantive replies, including messages that indicate a simple "yes/no, me too, I agree/I disagree, or thank you," without substantive elaboration.
 5. To improve clarity, I will edit replies before posting them to a List Server, including deleting all irrelevant information which add to the "noise" content of the message, such as headers, footers, security notices, and extraneous quoted material from the original message.
 6. I will not send files or other attachments with List Server messages. AAJ has made an online document library available for each Section to allow Section members to upload and download documents to Justice.org at anytime, free of charge.

RELEASING MESSAGES

I will not forward or distribute List Server messages to non-subscribers. I will not allow others to use my list server subscription(s). These materials are intended for the exclusive use of AAJ members representing plaintiffs in civil actions or defendants in criminal actions. I will not furnish materials to a defendant, defense interest, criminal prosecutor, or any other person not assisting in my case, except as required under the law. If the materials are demanded or ordered to be produced during discovery, I am urged to oppose the discovery and contact the AAJ Exchange. As with any Internet Web site, I understand that Justice.org and its discussion List Servers should not be regarded as a secure system and should not be used for anything confidential in nature.

PARALEGAL AFFILIATE USE

In addition to all other provisions in this policy, paralegal affiliates shall comply with the following to ensure that each paralegal participates under the general direction of an AAJ attorney: When posting a message on any List Server, the paralegal's List Server communication shall include language that the paralegal affiliate's communication is under the general direction of the attorney, and include the paralegal's name, address, e-mail address, and telephone number. All additional identifying information is prohibited.

An example of such a signature is as follows:

Terry Doe, paralegal

This communication is under the general direction of John Smith, the sponsoring attorney of Terry Doe
1234 Main Street, Anytown, USA (123) 456-7890

Each paralegal affiliate shall be sponsored by an AAJ voting member and the sponsoring information shall be verified annually by AAJ. Each paralegal affiliate properly sponsored by an AAJ voting member may participate on the Discussion Forum List Server. For a paralegal affiliate to participate on a Section List Server, the sponsoring attorney and the paralegal affiliate shall be a member of at least one Section. For a paralegal affiliate to participate on a Litigation Group List Server, provided that the Litigation Group allows paralegal affiliate members, the sponsoring attorney shall be a member of that Litigation Group.

DEFENSE USE PROHIBITED

I am aware that any use of materials obtained from Justice.org to assist in the defense of a civil action or the prosecution of a criminal action is explicitly prohibited and any such use may expose the persons using these materials in such a manner to ethical sanctions by AAJ and/or the appropriate state or local bar association.

I will direct all messages for AAJ Staff requesting assistance, information, or to unsubscribe from a list to listmanager@justice.org rather than to the List Servers.

IDENTIFICATION

Every message that I send through the List Servers will be accompanied by information adequate to identify myself, which shall include as a minimum, my name, firm name, city, state, and e-mail address. With the posting of each message to AAJ's List Servers, I certify that I continue to be qualified for Regular AAJ membership.

Signature

Printed Name

Date

Applicant's Signature

By joining this Litigation Group and providing my contact information, including email address, I consent and give permission for AAJ to add me to the corresponding AAJ Litigation Group list server to receive emails from AAJ members and AAJ on the list server.

Section C: To be completed if not a current member of the American Association for Justice (AAJ).

I. AAJ Affiliation Requirements

Do you, for the most part, based on case load and time, represent the:

- Plaintiff (in civil cases and/or the defendant in criminal cases)—*Regular Member*
- Defense (in civil cases)—*Associate Member (Not eligible for membership in the Litigation Group)*

I support AAJ’s mission, am dedicated to upholding and defending the principles of the United States Constitution, and am committed to the concept of a fair trial, the adversary system, and a just result for the injured, the accused, and those whose rights are jeopardized.

Signature: _____ Date: _____

II. Annual Dues and Payments

REGULAR AND ASSOCIATE MEMBER:

- Attorney in practice less than one year\$50
- Attorney in practice less than 5 years\$110
- Attorney in practice less than 10 years\$200
- Attorney in practice less than 15 years\$340
- Attorney in practice less than 20 years.....\$450
- Attorney in practice less than 25 years.....\$550
- Attorney in practice 25 years or more\$610
- Paralegal Affiliate..... \$75

III. Payment (For AAJ membership payment only)

Separate payment is required for membership to the Litigation Group, see Section A.

Charge \$ _____ to my: MasterCard VISA American Express Discover Card

Name on Card: _____

Card #: _____ Exp. Date: _____

Signature: _____

*DUES COVER 12 MONTHS OF MEMBERSHIP AND INCLUDE A ONE-YEAR MEMBER SUBSCRIPTION OF TRIAL MAGAZINE (\$45). MEMBERSHIP DUES PAID TO THE AMERICAN ASSOCIATION FOR JUSTICE (AAJ) ARE NOT TAX DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR INCOME TAX PURPOSES. HOWEVER, DUES MAY BE TAX DEDUCTIBLE AS ORDINARY AND NECESSARY BUSINESS DUES AND EXPENSES SUBJECT TO RESTRICTIONS IMPOSED AS A RESULT OF AAJ’S LOBBYING ACTIVITIES. AAJ ESTIMATES THAT THE PORTION OF DUES AND OTHER SIMILAR AMOUNTS THAT IT EXPECTS TO RECEIVE THAT ARE ALLOCABLE TO AAJ’S LOBBYING EXPENDITURES IS 37 PERCENT. ACCORDINGLY, CURRENTLY 63 PERCENT OF YOUR DUES AND CONTRIBUTIONS TO AAJ MAY BE DEDUCTED AS ORDINARY AND NECESSARY BUSINESS EXPENSES. PLEASE CONSULT YOUR TAX ADVISOR TO CONFIRM.

IF WE NEED TO CONTACT YOU TO SERVICE YOUR MEMBERSHIP RECORD OR TO PROVIDE YOU WITH INFORMATION ABOUT YOUR MEMBERSHIP, PRODUCTS AND SERVICES AND ADVOCACY AND LEGISLATIVE UPDATES, WE WILL HONOR YOUR CONTACT PREFERENCES. BY PROVIDING YOUR PREFERRED CONTACT PREFERENCES, INCLUDING PHONE NUMBER, FAX NUMBER, AND EMAIL ADDRESS, YOU CONSENT AND GIVE PERMISSION FOR AAJ TO CONTACT YOU BY ANY OF THOSE MEANS, WHICH MAY INCLUDE CALLS TO YOUR MOBILE PHONE, FAXES, OR EMAILS. YOU MAY CONTACT AAJ BY EMAIL AT MEMBERSHIP@JUSTICE.ORG OR BY PHONE AT 800-424-2727 OR 202-965-3500, EXT. 8611 AT ANY TIME TO CHANGE YOUR PREFERENCES.