

TLABC's Criminal Defence Practice Group

The Trial Lawyers Association of BC's Criminal Defence Practice Group is an email-based resource for criminal defence lawyers.

Send one email to the CDPG list, 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, share ideas, precedents, judgments, advice -- and stay connected.



RETURN TO LEGAL AID BC

Mail: 400-510 Burrard Street, Vancouver BC V6C 3A8

Fax: 604-681-7963

Scan: lawyers.resources@legalaid.bc.ca

QUESTIONS?

Contact TLABC at 604-682-5343, EXT 310 or

tla-info@tlabc.org

CONTACT INFO

Name: _____

Firm: _____

Phone: _____

Email: _____

TLABC CERTIFICATION

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 practise law in criminal cases, I represent the defendants and I do not represent the Crown (either provincial or federal) except on an occasional ad hoc basis, which shall be defined as 30 court days or fewer per calendar year.

3) If and when I am retained as ad hoc Crown, I agree to send an email notice immediately to the CDPG list server, with "ad hoc" in the subject line, notifying my fellow CDPG subscribers (a) which dates I will be acting as ad hoc Crown, and (b) to which courthouse and courtroom I have been assigned, and (c) whether it will be trial court, or bail, plea, arraignment or remand court (if known). If I have been retained for a single file and know the name(s) of counsel for the defence, I understand I may notify them privately. I also understand that I might be asked to withdraw from the CDPG until that file's conclusion.

4) In the event that I am hired as a permanent or auxiliary member or agent of the office of Crown Counsel, or my ad hoc commitments exceed 30 court days in one calendar year, I agree to withdraw from the CDPG until such time as I am eligible again.

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 CDPG 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 CDPG.

LABC CERTIFICATION

The annual subscription fee for this group will be paid by Legal Aid BC upon receipt of the following signed certification:

I certify that I will accept **at least six** legal aid criminal defence contracts in the next calendar year, from this date.

Subscribe me to TLABC's Criminal Defence Practice Group.

Signature: _____

Date: _____

TLABC Universal List Server Agreement

Each TLABC List Server is comprised of subscribers who have been appropriately registered by TLABC. Each subscriber has affirmed their eligibility for inclusion in the list server group to which they have subscribed, per each group's individual eligibility guidelines; each subscriber has affirmed that they have read the terms of use as defined in the TLABC Universal List Server Agreement, and agreed to abide by these terms as a condition to access.

1. The purpose of each TLABC List Server is for subscribers to share practice-related information with other subscribers only. Use of any TLABC List Server is limited to those who have been appropriately registered for that List Server. Any information is proprietary in nature, and is permitted to be used only by the registered subscribers of that particular List Server. TLABC will not register 'general' email addresses monitored by/accessible to anyone who is not appropriately registered for List Server use; subscribers must provide a private email address.
2. TLABC does not screen user-generated content prior to posting and accepts no responsibility for the opinions and information posted to any TLABC List Server(s).
3. 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, at 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.
4. List Server participants agree not to forward, print, copy-and-paste, verbally discuss or otherwise disseminate List Server messages, content and/or attachments with/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. PLEASE NOTE that the prohibition against unauthorized sharing of information applies to other lawyers, even in the same law firm, although permission is granted in advance for registered List Server subscribers to educate their support staff as needed, for the benefit of their clients, provided support staff are also advised of these strict confidentiality rules. Subscribers may not disseminate list content to physicians, employers, insurance companies and their personnel in any claim for benefits, nor insurance company(ies)/personnel in any declaratory action, nor to assist any person in the prosecution of criminal actions, nor to any one else without explicit permission from the originator of the information. 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.
5. Notwithstanding the above, NO LIST SERVER SHOULD BE REGARDED AS A SECURE SYSTEM AND SHOULD NEVER BE USED FOR ANYTHING CONFIDENTIAL. Email is easily forwarded and in some offices email is accessible to a variety of people despite the registered subscribers' commitment to this List Server Agreement. In addition, if a fellow subscriber receives material which discloses privileged information, strategy or anything else that is helpful to their client's case, they are not required to bring that to the attention of the disclosing party and they must not keep the information from their own client. Where you cannot pose your question without breaching privilege, confidentiality or potentially aiding your opponent, consider requesting private replies, or refrain from utilising the List Server for assistance with that particular issue.
6. The following material is inappropriate and may not be posted to any TLABC List Server:
 - a. Insubstantial and/or private responses, such as "thanks", "good work", "me too" or "call me". If necessary, they should be sent privately to the person for whom they are intended, and not the List as a whole. The goal is to limit the number of postings on any List Server, and ensure that only questions and answers which are practice-related and of general interest are posted.
 - b. Obscene, offensive, inflammatory, libelous, or derogatory comments, or any language intended to harm someone personally.
 - c. Copyrighted materials posted without permission.
 - d. Advertising, promotion or solicitations for individuals and associations other than TLABC: use of this service for commercial purposes is not allowed, except to promote TLABC products and services; soliciting support, funds or attendance (or similar) for a personal project or initiative is prohibited; promotion of non-TLABC services and/or events is not allowed unless prior permission has been obtained from TLABC. This should not be interpreted to disallow favourable advice concerning third party products or services in response to a specific request for information.
 - e. Messages, attachments and/or links that are not directly related to the practice of law and/or management of a law office. This includes jokes, anecdotes and non-legal opinions unaccompanied by substantial practice-related information in the same posting.
7. 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.
8. 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.
9. 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.
10. 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.