

2023 – 2024 MEMBERSHIP APPLICATION
(September 2023 - August 2024)

Please return this completed form and check to: Kramer Law LLC
300 Washington Street, Suite 308
Newton, MA 02458

You **must** answer “Yes” to either question 1 or 2 to be eligible for MELA membership. You must complete both pages of this application. Incomplete applications will not be processed.

1. _____ I accurately certify that **at least 66% or more** of my employment practice consists of representation of employees, **and** I affirm my commitment to safeguarding and advancing the legal rights of individual employees and promoting the interests of lawyers who advocate for equality and justice in the American workplace; **OR**
2. _____ The criteria in the statement above does not apply to me, but I subscribe to MELA’s purpose of advancing the rights of individual employees in the Commonwealth of Massachusetts and certify that my work does not involve legal representation on behalf of management.

Please send in Completed Form **with check payable to MELA** (or online payment option on website).

Membership Type – Check Applicable Box(es)	Dues	Amt. Encl.
<input type="checkbox"/> Law Students (law student members do not have access to MELA microsite)	\$ 25.00	
<input type="checkbox"/> Special Introductory Rate for Affinity Bar Members (New, first-time members who are members of an affinity bar association, list on page 2)	\$50.00	
<input type="checkbox"/> Special Introductory Rate (New, first-time members only)	\$ 95.00	
<input type="checkbox"/> Legal Services Practitioners	\$ 95.00	
<input type="checkbox"/> Lawyers in Practice Under 5 Years OR Solo Practitioners in First 2 Years as Solo*	\$145.00*	
<input type="checkbox"/> Lawyers in Practice Over 5 Years*	\$215.00*	
<input type="checkbox"/> I would like to Sponsor a New Member . Please send notice of my sponsorship and an application to: Name: _____ Email: _____	\$ 95.00	
<input type="checkbox"/> I would like to make a Voluntary Contribution** of \$ _____		\$50.00 or \$ _____ (voluntary)
Total Amount Enclosed		\$ _____

* Members of Affinity Bar Associations are entitled to a 50% discount.

If you are experiencing financial hardship and would like to be considered for reduced membership rates, please contact Treasurer, Andrea Kramer, at andrea@kramerlawllc.com.

****** Roughly 90% of MELA's dues support its lobbying efforts. Any voluntary contributions will help MELA continue funding these efforts. Unless otherwise indicated, any voluntary contributions will be treated as donations to be used towards lobbying.

Affinity Bar Associations (as defined by the Boston Bar Association):

- Asian American Lawyers Association of Massachusetts
- Hispanic National Bar Association, Region I
- Massachusetts Association of Hispanic Attorneys
- Massachusetts Black Lawyers Association
- Massachusetts Black Women Attorneys
- Massachusetts LGBTQ Bar Association
- South Asian Bar Association of Greater Boston

Please complete the section below with your contact information.

NAME: _____

FIRM: _____

STREET: _____ CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

WEBSITE: _____

All of the statements in this application are true and correct to the best of my knowledge. I hereby promise to abide by any code, role, policy, or procedure as may be adopted by the MELA Executive Committee from time to time, including the enclosed Listserv/Discussion Group Code of Conduct.

SIGNATURE OF APPLICANT

DATE

NOTICE: As a reminder to members, access to and use of the MELA microsite resources, including document libraries and the discussion group, are subject to the Code of Conduct as posted on the microsite. By using the microsite, you agree to abide by the enclosed Code of Conduct, also available here: <https://www.massnela.org/code-of-conduct>.

Failure to complete this form in its entirety, including signature and date, may result in a rejection of the membership application.

Information on joining National NELA can be found at www.nela.org

LISTSERV/DISCUSSION GROUP CODE OF CONDUCT

FOR THE MASSACHUSETTS EMPLOYMENT LAWYER'S ASSOCIATION (MELA)

(Ver. 4/24/19)

MELA is grounded on our mutual commitment to the advancement of employee rights in the workplace and the fair and equitable treatment of all workers irrespective of race, religion, age, gender, sexual orientation, ethnicity, national origin, disability or other incidental characteristics; and to assisting and supporting MELA members to achieve these goals. Our discussion postings and library entries (collectively "listserv") provide members with important tools in representing and advocating for workers through support, collaboration and debate; accordingly, and as a prerequisite to use the listserv, we agree that the listserv should not be used for purposes other than for mutual support and communications towards serving our above stated goals.

In using the MELA listserv, members are advised to post with caution given that postings relating to specific cases or clients, whether active or closed, may impact your or your clients' interests. Such posts may implicate the attorney-client privilege, confidentiality, privacy and informed consent. Members should be very careful to safeguard client confidentiality and remember that their opposing counsel could be a MELA member. Confidentiality can be breached if, in asking your question, you provide so much detail that opposing counsel could identify it. Try to be as sparing with identifying details as with names.

MELA takes reasonable steps to maintain the integrity of the listserv by limiting access to members only. In doing so, MELA relies on established principles of First Amendment jurisprudence limiting compelled disclosures of information about private organizations, including internal communications among an association's members. These principles presume that disclosure would deter exercise of the freedom to associate by chilling member participation in the group and/or limiting the free flow of ideas among members. However, despite our firm belief that this is the law, some courts have not agreed, and it cannot be guaranteed that members' posts will be protected from discovery or subpoena (or revealed by members to non-members, contrary to the rules of this listserv, defeating the privilege).¹ Further, listserv communications reflect the mental impressions, personal recollections, and thoughts of counsel formed in the course of MELA members' legal duties. MELA thus believes these communications are protected by the work product doctrine. See *Hickman v. Taylor*, 329 U.S. 495 (1947).

Therefore, we each, individually, agree to abide by the following terms and conditions respecting the use of the MELA listserv:

¹ On behalf of MELA, Ellen J. Messing successfully argued the First Amendment privilege to defeat production of intra-MELA communications, including listserv communications, in a 2018 Massachusetts Superior Court trial. MELA will fight for this privilege again in the future, if necessary. On the other hand, in 1999, the US District Court in Maine ordered the production of an American Association for Justice (formerly ATLA) listserv in response to a defense firm subpoena. *Filanowski v. Wal-Mart Stores, Inc.*, 1999 WL 33117058, at *1-3 (D. Me. 1999) (rejecting First Amendment argument where plaintiff did not make specific showing about how disclosure of listserv communications would impair ATLA's associational activities).

1) You agree not to post or submit for posting any statement, comment, or material that knowingly violates copyright, trademark, license, trade secret, protective order or any other legal restriction as to confidentiality, dissemination or use. Posts aimed at testing, challenging or otherwise exploring the legality of any law, statute, policy, agreement or contract term in good faith shall not be violation of this provision.

2) You agree not to post or submit for posting any statement, comment, or material directed personally against any MELA member that disparages that member, impugns the motives or intentions of that member, is defamatory or libelous, or violates a right of privacy, privilege, or that includes confidential or private information. The goal of this provision is to maintain a cordial, respectful, professional exchange of ideas on the listserv and to avoid intentional personal insult that undermines collegial and open dialogue. While vigorous debate, disagreement and discussion is welcome - personal attacks, threats or name calling of MELA members is not permitted.

3) You agree not to post or submit for posting any material that is threatening, harassing, abusive, pornographic, or obscene. The good faith posting of hypothetical scenarios or case-related facts that involve a course or inappropriate language shall not be a violation of this term. The posting of obscene or pornographic materials directly related to a legal issue or matter for which such information is germane is permitted.

4) You agree not to post or submit for posting any statement, comment or material that is discriminatory, derogatory or demeaning as to race or color, creed, ethnicity, national origin, religion, gender, age, sexual orientation, gender identity, or disability. The good faith posting of hypothetical scenarios or case-related facts that involve coarse or inappropriate language shall not be a violation of this term.

5) You agree not to post or submit for posting any material that solicits financial contributions for political campaigns or promotes or criticizes particular political candidates.

a. Discussion relating to your opinion as to how political candidates, legislation or causes impact or affect employment rights, work-related law or involves issues that may advance the purposes of MELA may be discussed on the listserv on an off-topic (OT) basis and denominated in the subject line of such posting without constituting solicitation in violation of this paragraph.

b. You agree not to post or submit for posting any material on political topics, even with an OT designation, unless those topics are closely aligned to serving the goals of MELA. The general state of political national affairs, i.e., war, budgeting, deficits, etc., are not appropriate topics for this listserv and may be directed, instead to individual members or groups of members.

6) You agree not to intentionally or willfully post or submit for posting any material that contains a virus, malware or spyware designed to damage, interrupt, destroy, or limit the functionality of any electronic system, computer software, hardware or telecommunications equipment. You agree not to willfully post or intentionally submit for posting material concerning nonemployment related contests, chain letters, junk e-mail or "spam."

7) You agree not to post or submit for posting any material that knowingly constitutes, encourages, or provides instruction on committing a criminal offense, tax code violation, violation of the rules of professional conduct or breach of this listserv Code of Conduct. You agree not to post or submit for posting any material that knowingly violates the law in any other way not specified herein. This provision does not in any way preclude posts relating to an analysis of rights or obligations under the law, discussion of test cases that may violated existing employment law or the advantageous use or interpretation of the law.

8) Members using the listserv agree not to forward, distribute or otherwise copy and disseminate listserv posts to non MELA members unless expressly authorized by the individual(s) posting member and each member that has participated in the discussion to be shared.

9) You agree to indemnify and hold harmless to the fullest extent permitted by law (including reasonable attorneys' fees incurred and costs of litigation, and related pre-suit costs), MELA, its officers, leadership team, directors, employees and agents from all claims or demands, whether in law or in equity, made by any member or third party due to or related to postings by you on the listserv or any violation by you of this Code of Conduct.

10) You agree that the use of the MELA listserv is a privilege, not a right of membership; and that by majority vote of the officers, MELA may immediately temporarily suspend, until the next regular executive board meeting, a user's access to the listserv if such ongoing use is believed to be in violation of this Code of Conduct, is determined to be contrary to the letter or spirit of this agreement, is undermining the listserv's purpose or is otherwise disruptive or detrimental to MELA's mission or reputation.

When a user is placed on temporary suspension as set forth above, such member shall be provided notice of the specific nature of their offense or infraction and afforded an opportunity to be heard at the next executive committee meeting relative to the facts that gave rise to the temporary suspension.

In closed session, the executive board will then be afforded an opportunity to discuss/debate the alleged offending member's position and the reasons or basis for suspension. The executive board shall then vote on whether to continue the suspension for a specified period or to restore a member's listserv access immediately. Any sanction shall be by majority vote of the then present executive board members. Any determination shall be communicated to the member in a reasonably timely manner with an explanation as to the reason(s) and duration of such suspension, if any.

The executive board vote shall be confidential as to how each member votes. If the executive board vote ends in a tie, such tie shall be broken by a second vote of the officers then present. If the officer's vote ends in a tie, then the President shall cast the tie breaking vote.

Please remember that the open and real-time nature of the MELA listserv makes it impossible for MELA to guarantee the accuracy of all content posted. We do not vet postings, confirm that advice provided is accurate or confirm the validity of legal research or model documents that are made available on the listserv. As such, MELA is not responsible for any messages posted or the consequences of relying upon

or following any advice offered within listserv forum posts. The views, opinions and legal information expressed in the posts belong solely to their respective authors and do not necessarily reflect the views of MELA, its officers or executive board members. If you find any posts to violate the above Code of Conduct, please contact our technology chair or a MELA officer immediately.