



2014 LITIGATOR AWARDS™

Declaration Ballot

Rules, Procedures & Award Rating Eligibility

Declaration Ballot Deadline

Nominee Login Password
LitigatorAwards.com

INTRODUCTION

These are the official rules, procedures, and award rating eligibility requirements for the 2014 **Litigator Awards™**. Although published both on the Trial Lawyers Board of Regents, LLC (“Board”) website (www.LitigatorAwards.com) and in booklet form, the definitive version will always be the one on the website, because it can be updated and amended as necessary.

The Nomination and Awards Committee, on behalf of the Board, is the final arbiter of any and all 2014 **Litigator Awards™** eligibility and award rating matters. If you have a question about Practice Specialty placement, please contact the Board.

GENERAL

The terms contained herein constitute the entire agreement between you and the Board and govern every aspect of the 2014 Litigator Awards™ including but not limited to eligibility, certification of award winners, practice specialties, geographic regions, Board websites, and use of the awards, superseding any prior agreements between you and the Board.

CERTIFICATION PROCEDURE

The following describes the specific steps Nominees must take so that the Board can Certify their litigation achievement in any one or more of 72 pre-defined areas of expertise (Practice Specialty categories) as measured against our performance benchmarks.

STEP 1

CERTIFY YOUR FIRM'S PERFORMANCE BENCHMARKS

After earning a Nomination, the first step in becoming a Certified 2014 **Litigator Award Winner™** is completing this Declaration Ballot (see attached forms Part "A" and Part "B"), confidentially submitting supporting declarations attesting to qualifying "Performance Benchmark" litigation achievement* within one or more of 72 pre-defined "Practice Specialty" categories.

* Verdict Awards, Negotiated Final Settlements and/or Binding Arbitration Awards

STEP 2

CONFIRM YOUR FIRM'S EXEMPLARY REGULATORY RECORD

The second step in becoming a Certified 2014 **Litigator Award Winner™** is to confirm that your firm possesses an exemplary Regulatory Record by signing the affirmative statement as contained in the Declaration Ballot as to Nominee's adherence to very high professional standards of conduct, ethics, transparency, and performance.

STEP 3

SUBMIT YOUR FIRM'S DECLARATION BALLOT

Nominees must deliver their firms completed, notarized Declaration Ballot to the Board not later than the Declaration Ballot Deadline.

Declaration Ballots & Certification Fees must be timely delivered to:

2014 Litigator Awards
Skyline Tower
10900 N.E. 4th Street, Suite 2300
Bellevue, Washington 98004

DECLARATION BALLOT DEADLINE

DECLARATION BALLOT DEADLINE

Time is strictly of the essence. Missing, Incomplete, or Declaration Ballots received after the Declaration Ballot Deadline will not be eligible for Award Certification. Submitted Declaration Ballots may not be modified without the written authorization of the Board, and then only until 5:00 PM on the day of the Declaration Ballot Deadline.

CERTIFICATION FEES

1. CERTIFICATION FEES

Law Firms **\$2,600 (per Firm)**

2. METHOD OF PAYMENT

Certification Fees must be paid by official law firm check in the name of the Nominee. Certification Fees are non-refundable, and must be payable to: **2014 Litigator Awards™**

CRITERIA FOR AWARD ELIGIBILITY

To be considered for a 2014 **Litigator Award™**, every Nominee must meet the following eligibility criteria.

1. REGULATORY RECORD

Partner lawyers of each Nominated law firm shall be current members of governing BAR Associations, and other applicable jurisdictional authorities, and shall possess an exemplary Regulatory Record.

2. LITIGATION PERFORMANCE BENCHMARKS

Nominee, as Principle Counsel, must prove achievement of litigation “Performance Benchmarks” within one or more of 72 pre-defined “Practice Specialty” categories that include not less than:

- a. Two verified “Verdicts or Settlements” of at-least \$1 Million Dollars in any one Practice Specialty category within the preceding 5^{*} year period prior to Nomination, or
- b. One verified “Verdict or Settlement” of at-least \$5 Million Dollars in any one Practice Specialty category within the preceding 10[^] year period prior to Nomination, or
- c. One verified “Verdict or Settlement” of at-least \$10 Million Dollars in any one Practice Specialty category within the preceding 20 year period prior to Nomination.

** Firm's with 10 Lawyers or less: The time period shall be “within the preceding 10 year period or Nomination”.*

^ Firm's with 10 Layers or less: The time period shall be “within the preceding 15 year period prior to Nomination”.

3. VERDICTS & SETTLEMENTS DEFINED

“Verdicts or Settlements” are defined as:

- a. Court or Jury Trials in which Nominee's client(s) received a Court Decision or Jury Trial Verdict and a final judgment was entered (“Verdict Award”),
- b. Binding arbitration proceedings, where evidence was presented in which the Nominee's client(s) received final arbitrator's awards (“Binding Arbitration Award”), and
- c. Negotiated final settlements (“Negotiated Final Settlement”)

CRITERIA FOR AWARD ELIGIBILITY

4. SUBJECT MATTER

The subject matter of all qualifying Verdict Awards, Binding Arbitration Awards, or Negotiated Final Settlements must fall within one of the Boards pre-defined Practice Specialties as defined below. Each qualifying Verdict Awards, Binding Arbitration Awards, or Negotiated Final Settlement shall not be applied to more than one Practice Specialty, and must be applied to the Practice Specialty that most precisely describes the subject matter of the case.

5. PERIODIC OR STRUCTURED SETTLEMENTS

Whether by Verdict Award, Binding Arbitration Award, or Negotiated Final Settlement, if the award was by periodic payments or structured settlement, the One Million Dollar, Five Million Dollar, and Ten Million Dollar benchmark amounts must apply to the economic present value of the award, not the overall payment amount.

6. VERIFICATION OF CASES

Nominees must provide adequate information as to case identity to allow for verification. In most cases, Certification will proceed upon the declaration by the Nominee, as it is understood that there are confidential Negotiated Final Settlements which do not allow for case identification. In such cases, the Nominee may provide a general description of the case, certifying such description as true.

7. NUMBER OF AWARDS

Nominated Law Firms are eligible to submit Verdict & Settlement Declarations supporting Award Certification in up to 6 different Practice Specialty(s), provided however that each Qualifying Verdict Award, Binding Arbitration Award or Negotiated Final Settlement:

- (a) shall not be applied to more than one Practice Specialty, and (b) each must be applied to the Practice Specialty that most precisely describes the subject-matter of the case.

8. NOMINEES CONSIDERED ON OWN MERITS.

The 2014 **Litigator Award™** Nominees are non-competitive to one another. Each Nominee is considered on its own merits and subject to the same qualifying criteria without regard to the other nominations in any given Practice Specialty Category.

PRACTICE SPECIALTY CATEGORIES

PRACTICE SPECIALTIES

There are currently 72 pre-defined Practice Specialties:

GENERAL

Medical Malpractice (1001)
Personal Injury (1002)
Wrongful Death (1003)

MEDICINE & DRUGS

Anesthesia Complications (2001)
Birth Injury & Defects (2002)
Cancer Misdiagnosis (2003)
Cerebral Palsy (2004)
Cosmetic Surgery (2005)
Dental Malpractice (2006)
Harmful Drugs (2007)
Hospital Malpractice (2008)
Laparoscopic Surgery Malpractice (2009)
Medical Misdiagnosis (2010)
Medical Testing Error (2011)
Nursing Home Malpractice (2012)
Nursing Negligence (2013)
Pharmacy Liability (2014)
Physician Malpractice (2015)
Plastic Surgery (2016)
Psychiatrist/Psychologist Malpractice (2017)
Radiology Malpractice (2018)
Robotic Surgery Malpractice (2019)
Stent Claims (2020)
Surgical Center Malpractice (2021)
Surgical Error (2022)
Transplant Injuries (2023)

DEFECTIVE MEDICAL DEVICES

Defective Medical Devices (3001)
Biomet Hip Replacement (3002)
DePuy Hip Replacement (3003)
GranuFlo and NaturaLyte (3004)
Guidant Heart Devices (3005)
Medtronic Infuse Bone Graft (3006)
Mirena (3007)
NuvaRing (3008)

Ortho Evra (3009)
Renu (3010)
Smith & Dephew Hip Replacement (3011)
Stryker Hip Replacement (3012)
Vaginal Mesh (3013)
Wright Hip Replacement (3014)
Zimmer Knee Replacement (3015)

TRANSPORTATION & PEDESTRIAN

Automobile Accidents (4001)
Boat & Watercraft Accidents (4002)
Cruise Ship Accidents (4003)
Motorcycle Accidents (4004)
Pedestrian Accidents (4005)
Public Transportation (4006)
Railroad Accidents (4007)
Recreational Vehicles (4008)
Truck Accidents (4009)

CATASTROPHIC INJURY

Amputation Injury (5001)
Brain Injury (5002)
Burn Injury (5003)
Spinal Cord Injury (5004)

ABUSE & DISCRIMINATION CHILD

Abuse & Molestation (6001)
Clergy Abuse (6002)
Nursing Home Abuse (6003)
Sex Abuse & Discrimination (6004)

AVIATION & MASS TORTS

Aviation Accidents (7001)
Mass Torts (7002)
Mining Accidents (7003)

PRACTICE SPECIALTY CATEGORIES

COMMERCIAL LITIGATION

Business Torts & Fraud (8001)
Commercial Litigation (8002)

PRODUCTS LIABILITY

Auto Defects (9001)
Products Liability (9002)

CONSTRUCTION

Construction Accidents (1101)
Construction Defects (1102)

DANGEROUS CONDITIONS

Amusement Park Liability (1201)
Dog Bites (1202)
Drowning Accidents (1203)
Food Poisoning (1204)
Liquor Liability (1205)
Negligent Security (1206)
Premises Liability (1207)
School Accidents (1208)
Slip & Fall Cases (1209)

INSURANCE & WHISTLE BLOWER

Insurance Bad Faith (1301)
Whistle Blower / Qui Tam (1302)

CIVIL RIGHTS

Civil Rights (1401)
False Arrest & Imprisonment (1402)
Police Brutality (1404)

DEFAMATION

Defamation (1501)

SOCIAL SECURITY

Social Security (1601)

TOXIC & ENVIRONMENTAL

Asbestos & Mesothelioma (1701)
Cigarette & Tobacco (1702)
Industrial Disease (1703)
Oil Spill Litigation (1704)
Toxic & Environmental (1705)

LABOR & EMPLOYMENT

Employee Discrimination (1801)
Workers Compensation (1802)
Workplace Intentional Torts (1803)
Wrongful Termination (1804)

INTELLECTUAL PROPERTY

Patent Litigation (1901)
Trademark & Copyright (1902)

CLASS ACTION

Consumer Class Actions (2101)

CITY & PUBLIC LIABILITY

City & Public Liability (2201)

STOCKS & INVESTMENTS

Stocks & Investments (2301)

ELIGIBILITY RULES & DEFINITIONS

1. PARTNER LAWYERS

Partner Lawyers, are owners, partners, members, and/or shareholders who participate fully in the profits, losses and management of the law firm.

2. PRINCIPAL COUNSEL

The term “Principal Counsel” is intended to include the law firm who is, or was primarily in charge of and responsible for the preparation, management, settlement and trial of a case. Said term shall not be confined to lead counsel (“first chair”), but may extend to a team of lawyers working as co-principal counsel on a case with different responsibilities. Notwithstanding the foregoing however, the term does not include a law firm that simply worked on one aspect of a case, or referred a case.

3. SUBJECT MATTER

The subject matter of all qualifying Verdict Awards, Binding Arbitration Awards, or Negotiated Final Settlements must fall within one of the Boards pre-defined Practice Specialties. Each qualifying Verdict Award, Binding Arbitration Award, or Negotiated Final Settlement shall not be applied to more than one Practice Specialty and must be applied to the Practice Specialty that most precisely describes the subject matter of the case.

4. CONFIDENTIAL SETTLEMENTS

Qualifying Negotiated Final Settlements are often subject to confidentiality provisions. In such cases, the applicant may provide a general description of the case, certifying as a member of the BAR that such description is true. Such description must include sufficient information (to the extent allowed by the terms of the settlement) as to case identity, jurisdiction, case type and terms to identify a specific case, even if not by name.

For example: “New Jersey Superior Court, 2010; medical malpractice, failure to diagnose lung cancer; Confidential John Doe v. Confidential Hospital; Confidential Doctor, et al.; settled for \$5 Million (present cash value)”, or, if terms prevent stating the amount, “settled for payment of \$1 Million Dollars or more (present cash value)”. We prefer to have as much specificity as possible. If the information provided is stated to be confidential, we will not divulge it absent legal obligation to do so.

5. ENTRY OF FINAL JUDGMENT OR FINAL SETTLEMENT

There must be an entered final judgment or a final (present cash value) settlement in the amount of \$1 Million Dollars, \$5 Million Dollar, and/or \$10 Million Dollar benchmark amounts. A Court Decision or Jury Trial Verdict which does not result in a final entered judgment (or a settlement) does not qualify.

ELIGIBILITY RULES & DEFINITIONS

6. DEFINITION OF “FINAL JUDGMENT”

If the qualifying case was a Verdict Award, there must have been entry of a Final Judgment.

The Judgment must be:

- a. Entered; and,
- b. No longer subject to change. The Judgment is not “final” for purposes of qualification if it is subject to post-trial motions or appeal. A Judgment reversed on appeal does not qualify.

7. SETTLEMENT AFTER TRIAL (WITHOUT ENTRY OF JUDGMENT)

In some cases, a trial may result in an award of \$1 Million Dollars or more and then the case is settled post-trial and dismissed without a final judgment being entered. In such cases, regardless of the amount of the trial verdict, the amount of the ultimate settlement (\$1 Million Dollars or more, present value) is the determining factor for qualification. Example: verdict of \$1 Million Dollars, post-trial settlement of \$950,000 with dismissal of case (and, therefore, no entry of \$1 Million Dollar judgment) - does not qualify.

8. SETTLEMENT AFTER TRIAL (WITH ENTRY OF FINAL JUDGMENT)

If a verdict is in the amount of \$1 Million Dollars or more, and a Final Judgment is entered, a case will qualify even if an ultimate settlement is reached which is less than \$1 Million Dollars. The determining factor in such a case is the final entry of judgment in the qualifying amount. Example: verdict of \$1 Million Dollars, with final judgment entered in such amount, and then settled for \$500,000 - qualifies.

9. SETTLEMENT AFTER TRIAL VERDICT OF LESS THAN \$1 MILLION DOLLARS

Regardless of the amount of a trial verdict, if the ultimate Negotiated Final Settlement is \$1 Million Dollars or more, the case qualifies based upon such settlement.

ELIGIBILITY RULES & DEFINITIONS

10. EFFECT OF DAMAGE CAP LAWS

Some states have statutory limits on the amount of damages which may be awarded in certain types of cases which may result in a verdict being reduced prior to entry of judgment. The final entered judgment (before any such reduction) must be in the amount of \$1 Million Dollars or more.

11. COSTS, INTEREST & FEES AS PART OF JUDGMENT

A judgment will qualify if the amount entered as the Final Judgment is One Million dollars or more, or if the amount actually paid (with costs, interest, fees, etc.) is \$1 Million Dollars or more.

12. SUMMARY ADJUDICATION & DEFAULT JUDGMENTS

Judgments entered upon summary adjudications and default judgments do not qualify. Qualification as a verdict or award requires presentation of evidence at a contested trial or binding arbitration proceeding.

13. AWARD TO MULTIPLE CLIENTS

Qualifications require that the Nominee's client(s) received a Verdict Award, Binding Arbitration Award, or Negotiated Final Settlement in the amount of \$1 Million Dollars or more. If the applicant represented more than one client in a single case and the total Verdict Award, Binding Arbitration Award, or Negotiated Final Settlement to such clients was \$1 Million dollars or more the case qualifies. However, amounts awarded to others (not the Nominee's own clients) in the same case do not apply to qualification.

GEOGRAPHIC REGIONS

1. GEOGRAPHIC REGIONS

The 2014 **Litigator Award™** are conferred by Practice Specialty with specific geographic areas broken down by State or Designated Market Area (“DMA”) as determined by the Board. The official geographic regions for the 2014 Litigator Awards™ are as follows:

ALABAMA

Birmingham-Anniston-Tuscaloosa
Dothan
Huntsville-Decatur-Florence
Mobile
Montgomery-Selma

ALASKA

Alaska

ARIZONA

Phoenix
Tuscon-Sierra Vista

ARKANSAS

Little Rock-Pine Bluff
Ft. Smith-Fay-Springdale

CALIFORNIA

Bakersfield Area
Chico - Redding Area
Eureka
Fresno-Visalla
Los Angeles
Monterey-Salinas
Palm Springs
Sacramento-Stockton-Modesto
San Diego
San Francisco-Oakland-San Jose
Santa Barbara-Santa Maria-San Luis Obispo

COLORADO

Denver
Colorado Springs-Pueblo

CONNECTICUT

Connecticut

DELAWARE

Delaware

DISTRICT OF COLUMBIA

DC: Washington

FLORIDA

Ft. Meyers-Naples
Gainesville
Jacksonville
Miami-Ft. Lauderdale Area
Orlando-Daytona Beach-Melbourne
Tallahassee
Tampa-St. Petersburg-Sarasota Area
West Palm Beach-Boca Raton-Ft. Pierce

GEORGIA

Albany
Atlanta
Augusta
Columbus
Macon
Savannah

HAWAII

Hawaii

IDAHO

Idaho

ILLINOIS

Champaign-Springfield-Decatur
Chicago
Peoria-Bloomington
Quincy
Rockford Area

GEOGRAPHIC REGIONS

INDIANA

Evansville
Fort Wayne
Indianapolis
Lafayette
South Bend-Elkhart
Terre Haute

IOWA

Cedar Rapids-Waterloo-Dubuque
Davenport-Rock Island-Moline
Des Moines-Ames
Sioux City

KANSAS

Topeka
Wichita

KENTUCKY

Bowling Green
Lexington
Louisville

LOUISIANA

Alexandria
Baton Rouge
Lafayette
Lake Charles
Monroe
New Orleans
Shreveport

MAINE

Maine

MARYLAND

Baltimore
Salisbury

MASSACHUSETTS

Boston
Springfield-Holyoke

MICHIGAN

Detroit
Flint-Saginaw-Bay City Area
Grand Rapids-Kalamazoo-Battle Creek
Lansing
Marquette
Traverse City-Cadillac

MINNESOTA

Duluth
Minneapolis-St. Paul
Rochester

MISSISSIPPI

Biloxi-Gulfport
Columbus-Tupelo-Westport
Greenwood-Greenville
Hattiesburg-Laurel
Jackson

MISSOURI

Columbia - Jefferson City
St. Louis
Springfield-Joplin

MONTANA

Montana

NEBRASKA

Nebraska

NEVADA

Las Vegas
Reno

NEW HAMPSHIRE

New Hampshire

NEW JERSEY

Northern New Jersey
Southern New Jersey

NEW MEXICO

New Mexico

GEOGRAPHIC REGIONS

NEW YORK

Albany-Schenectady-Troy
Binghamton
Buffalo
Elmira
New York City
Rochester
Syracuse
Utica
Watertown

NORTH CAROLINA

Charlotte
Greensboro-High Point-Winston Salem
Greenville-New Bern-Washington
Raleigh-Durham-Fayetteville
Wilmington

NORTH DAKOTA

North Dakota

OHIO

Cincinnati
Cleveland-Akron-Canton
Columbus
Dayton
Lima
Toledo
Youngstown

OKLAHOMA

Oklahoma City
Tulsa

OREGON

Oregon

PENNSYLVANIA

Erie
Harrisburg-Lancaster-Lebanon-York
Johnstown-Altoona
Philadelphia
Pittsburg
Wilkes Barre-Scranton

RHODE ISLAND

Rhode Island

SOUTH CAROLINA

Charleston-Myrtle Beach-Hilton Head
Columbia
Greenville-Spartanburg
Myrtle Beach-Florence

SOUTH DAKOTA

South Dakota

TENNESSEE

Chattanooga
Knoxville
Memphis
Nashville
Tri-Cities

TEXAS

Abilene-Sweetwater
Amarillo
Austin
Beaumont-Port Arthur
Corpus Christi
Dallas-Fort Worth
El Paso
Harlingen-Brownsville-McAllen
Houston
Laredo
Lubbock
San Angelo
San Antonio
Tyler-Longview-Lufkin
Waco-Temple-Bryan

UTAH

Utah

VERMONT

Vermont

GEOGRAPHIC REGIONS

VIRGINIA

Charlottesville
Norfolk-Portsmouth-Newport News
Richmond-Petersburg Area
Roanoke-Lynchburg Area

WASHINGTON

Seattle-Tacoma
Spokane
Yakima-Pasco-Richland-Kennewick

WEST VIRGINIA

West Virginia

WISCONSIN

Green Bay-Appleton-Wausau-Rhineland
La Crosse-Eau Claire
Madison
Milwaukee
Wasau-Rhineland

2. NUMBER OF AWARDED LAW FIRMS

In the States of Connecticut, Delaware, Hawaii, Idaho, Maine, Maryland, Montana, Nebraska, New Hampshire, New Mexico, North Dakota, Oklahoma, Oregon, Rhode Island, Utah, Vermont, Virginia, West Virginia, Wyoming, and the District of Columbia, **Litigator Awards™** may be conferred annually to 12 or more law firms per State in any given Practice Specialty. All other States are divided into multiple Designated Market Areas (“DMA”) as defined by the Board. In States divided into multiple DMA’s, **Litigator Awards™** may be conferred annually to 12 or more law firms per DMA in any given Practice Specialty.

Litigation outcomes are dynamic and vary annually, therefore the actual number of law firms conferred **Litigator Awards™** in each State and/or DMA annually may exceed 12 per Practice Specialty Category.

PROTECTING THE INTEGRITY OF THE AWARD

COPYRIGHTS & TRADEMARKS

1. The **Litigator Awards™** medal is the copyrighted property trademark and service mark of the Board. The Board has the sole and exclusive right to reproduce, manufacture, copy, sell, display images of and publish said medal in any size or medium, whether in three or two dimensions, and to distribute or exploit the medal or reproductions of same by gift, sale, license or otherwise. No reproduction, replica, drawing, photograph, derivative work or other copy of the **Litigator Awards™** medal may be made or used by any manufacturer, advertiser, organization or individual except in accordance with these regulations or under express written license from the Board.
2. All published representations of the **Litigator Awards™** medal, including photographs, drawings and other likenesses, must include the legend Trial Lawyers Board of Regents, LLC™ to provide notice that it is protected by copyright, trademark and service mark registration.
3. “Litigator Awards™”, and “2014 **Litigator Awards™**” are trademarks and service marks of the Board and may not be used except in accordance with these regulations or under a special written license from the Board. Any use of the marks “Litigator Awards™”, and “2014 **Litigator Awards™**” design marks must include notice of trademark and service mark registration and credit the Board as the owner of said marks.
4. Permission to use the Boards Award symbols (the **Litigator Award™** medal, plaques, marks and certificates) for any publication in other than fair use hard-news reporting must be obtained in writing from the Board, except that permission is hereby given to use Board symbols and marks of the Board in accordance with these Regulations.
5. The **Litigator Award™** medal may not be used in generic fashion as a logo or decorative motif for any purpose in any video or television production, or print or digital publication not produced by, or explicitly authorized by, the Board.
6. The marks “**Litigator Awards™**”, and “2014 **Litigator Awards™**” (as related to the Board’s Litigator Awards) may not be used in the title or subtitle of any magazine, online or digital publication, commercial web site, stage production, video, television program or motion picture without written permission from the Board.
7. **Litigator Award™** winners have no rights whatsoever in the Board’s copyright or goodwill in the Litigator Award™ medal or in its trademark and service marks. Award winners must comply with these rules and regulations. Award winners shall not sell or otherwise dispose of the **Litigator Award™** medal, nor permit it to be sold or disposed of by operation of law, without first offering to sell it to the Board for the sum of \$1.00. This provision shall apply also to the heirs and assigns of Litigator Award™ winners who may acquire a medal by gift or bequest.

PROTECTING THE INTEGRITY OF THE AWARD

ADVERTISING

1. No personal appearance, picture or drawing of any **Litigator Award™** recipient with a Board mark may be used in advertising or promotional materials of any sort without the written consent of the Board, except as permitted by these Regulations.

2. No Board symbol or photograph, picture or drawing that includes a reproduction of a Board symbol or Board mark may be used in any advertising in newspapers, periodicals, billboards, posters or other medium, specifically including electronic media, without the written consent of the Board, except as permitted by these Regulations.

3. Law Firms and/or Lawyers that have received or been officially nominated for a **Litigator Award™** by the Board may so advertise that fact in print, and electronic media.

4. Law Firms that have been conferred an **Litigator Award™** by the Board may use a depiction of the **Litigator Award™** medal provided:

- a. It appears no more than once in each advertisement,
- b. The size of the depiction does not exceed thirty percent of the total advertising space,
- c. The Board approves the quality of the representation of its symbol used,
- d. The copyright, trademark and service mark notice, "**Litigator Awards™**" accompanies the depiction in legible form, and
- e. The achievement for which the award was conferred is specified adjacent to the depiction.

5. Law Firms that have been conferred a **Litigator Award™** by the Board may use the words "**Litigator Award™ Winner**" or "**Litigator Award™ Recipient**" incorporating the Board's marks provided:

- a. It appears any reference to the Boards marks is directly followed by an indication of the achievement for which the award was conferred, and
- b. The Board's marks appear in the form as approved in writing by the Board, with Board required notice of trademark and service mark ownership

6. Law Firms that have been conferred or been officially nominated for a **Litigator Award™** by the Board may use the words "a **Litigator Award™** Nominee" provided that:

- a. No reproduction of a **Litigator Award™** medal is used,
- b. The word "winner" or equivalent term is not used to describe the receipt of a nomination, and
- c. Any reference to the Board's marks is directly followed by an indication of the achievement for which the nomination was conferred.

PROTECTING THE INTEGRITY OF THE AWARD

7. No Law Firm and/or Lawyer that has not been conferred a **Litigator Award™**, nor nominated for an Litigator Award™ may advertise or exploit the **Litigator Award™** in a manner that may mislead the public or imply by design, layout or wording of copy that said law firm or lawyer has been conferred or nominated for such an award.

EDITORIAL USE

1. News and editorial uses of Boards symbols and marks in stories and articles appearing in newspapers, periodicals, digital publications, web sites and on television or in motion pictures, are subject to the following conditions:

- a. All published representations of the **Litigator Award™** medal, including photographs, drawings and other likenesses, must include the legend "**Litigator Award™**" to provide notice of copyright, trademark and service mark.

AWARD CONDITION

Every award shall be conditioned upon the execution and delivery to the Board by the recipient thereof of a receipt and agreement reading as follows:

Gentlemen:

*I/We hereby acknowledge receipt of Board's Regulations for use of the **Litigator Award™** medal and/or medallion and the phrase "**Litigator Award(s)**" in advertising. In consideration of the signing of a similar agreement by other Board nominees, I agree to comply with said regulations. I understand that on (date) I may receive from you a replica and/or actual copyrighted medallion, commonly known as the "**Litigator Award™**". I/We acknowledge that my receipt of said actual and/or replica medallion does not entitle me to any right whatsoever in your copyright, trade-mark and service-mark of said medallion and that only the physical replica itself shall belong to me. In consideration of your delivering said replica and/or actual medallion to me/us, I/We agree to comply with your rules and regulations respecting its use and not to sell or otherwise dispose of it or any other "Oscar" replica I/We have been awarded or have received, nor permit it or any other "**Litigator Award™**" medallion I/We have been awarded or have received to be sold or disposed of by operation of law, without first offering to sell it to the Board in writing for the sum of \$1.00. The Board shall have thirty days after any such offer is made to the Board within which to accept it. This agreement shall be binding not only on me/us, but also on my/our assigns, heirs, legatees, executors, administrators, estate, successors and assigns.*

GENERAL LEGAL TERMS

1. DISCLAIMER OF WARRANTIES

THE BOARDS WEBSITE AND ANY INCLUDED SERVICES ARE PROVIDED ON AN “AS IS” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION THE WARRANTIES THAT IT IS FREE OF DEFECTS, ERRORS, VIRUSES, MERCHANTABILITY AND THAT IT IS FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK. Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, some of the foregoing disclaimers may not apply to you insofar as they relate to implied warranties.

2. LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL THE BOARD BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY ASPECT OR USE OF THE AWARDS AND/OR THE BOARDS WEBSITES, INCLUDING BUT NOT LIMITED TO DAMAGES THAT ARISE FROM YOUR INABILITY TO USE THE AWARDS, WEBSITE OR THE SERVICE, OR THE INTERRUPTION, MODIFICATION, OR TERMINATION OF THE WEBSITE OR ANY SERVICE OR PART THEREOF.

3. INDEMNITY

To the extent permitted by applicable law, in no event will the Board be liable to Nominee for any direct, special, indirect, consequential, incidental damages, or any other damages of any kind even if the Board has been advised of the possibility thereof. Nominee (including its officers, directors, members, subsidiaries, affiliates, successors, assigns, agents, and employees) shall indemnify and hold the Board harmless from all claims, including reasonable attorney fees and court costs, except to the extent resulting from bad faith, intentional misconduct, or gross negligence.

4. JURISDICTION

The Terms contained herein, and your acceptance of any award conferred by the Board, shall be governed by the laws of the State of Washington without regard to its conflict of law provisions. You and Board agree to submit to the personal and exclusive jurisdiction of the courts located within the State of Washington.

5. PARTIAL INVALIDITY

Any provision of the Terms contained herein which is found to be invalid or unenforceable by any court in any jurisdiction shall not affect the validity or enforceability of the provision in other jurisdictions and shall not affect the validity or enforceability of the remaining provisions. The waiver or failure of the Board to exercise in any respect any right provided for in these Terms of Use shall not be deemed a waiver of any further right under this Agreement.

GENERAL LEGAL TERMS

6. VIOLATION OF TERMS

You agree that monetary damages may not be a sufficient remedy for any breach of this Agreement and that the Board shall be entitled, without waiving any other rights or remedies, to seek injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

7. CONTENT

By submitting or uploading law firm information to the Board you certify that the information that you provide is accurate and truthful and that you and your firm are in good standing with your local licensing authority/applicable state bar and that you that you are licensed to practice as an attorney in your state. If conferred a **Litigator Award(s)**[™], you agree to immediately notify the Board in writing if there is a change in your status with any bar association or your firm becomes the subject of any disciplinary action by any bar association in any jurisdiction.

Information provided by the Board to the public is proprietary to the Board and is protected under U.S. copyright law and international treaty provisions. This information is licensed for personal or professional use and may not be resold or provided to others. You may not distribute, sell, rent, sublicense, or lease such information, in whole or in part to any third party; and you will not make such information available in whole or in part to any other user in any networked or time-sharing environment, or transfer the information in whole or in part to any computer other than the PC used to access this information.

The Board allows the crawlers of Google, Yahoo, Bing, and Ask and others to retrieve the Board's website pages automatically. The use of other automated tools that can impact the performance of the site to download data from the Website is expressly prohibited.

8. CONSENT TO RECEIVE EMAILS

By submitting a Declaration Ballot to the Board, you consent to receive emails from the Board. Any emails sent that are not Board service related emails will allow you to opt out of the receipt of such emails; provided however, you may not opt out of receiving account and service related emails that relate to the provision and management of your Award and/or profile.

9. LICENSE OF NOMINEE CONTENT TO THE BOARD

By uploading or submitting Nominee Content to the Board, and/or any of the Board's websites or Award Winner Microsites, Nominee grants the Board Super a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from and distribute such materials or incorporate such materials into any form, medium or technology now known or later developed. If you post Nominee Content to the Board, and/or any of the Board's websites or Award

GENERAL LEGAL TERMS

Winner Microsites, unless we indicate otherwise, you grant the Board and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Nominee Content throughout the world in any media. You represent and warrant that (a) you own and control all of the rights to the Nominee Content that you submit and/or post, or you otherwise have the right to submit and/or post such Nomine Content to the Board, and/or any of the Board's websites or Award Winner Microsites website, and to grant the rights granted herein; (b) the Nominee Content is accurate and not misleading; and (c) use, submission and posting of the Nominee Content you supply does not violate these Terms and will not violate any rights of or cause injury to any person or entity.

10. ATTORNEY PROFESSIONAL CONDUCT

If you are an lawyer or law firm participating in any aspect of the **Litigator Awards™**, you acknowledge that the Rules or Codes of Professional Conduct (collectively, "Rules") of the jurisdictions in which you are licensed apply to all aspects of your participation and that you will abide by such Rules. The Board disclaims all responsibility for your compliance with these Rules. You warrant that Nominee will not use any Board media to provide legal advice or the practice of law.

11. TERMINATION

Nominee acknowledges and agree that the Board, in its sole discretion, may terminate it's websites, Award winner Microsites, and/or your access to same if your conduct is found to be unlawful, inconsistent with or in violation of, the letter or spirit of these Terms. The Board shall not be liable to you or any third party for termination of website and/or Award Winner Microsite access. Should you object to any terms and conditions of these Terms, or to any subsequent modifications thereto, your only recourse is to immediately discontinue use of the website and Award Winner Microsite.

Nominee further acknowledges and agree that the Board without liability, and in its sole discretion, may revoke any **Litigator Award™** rating if Nominee's conduct is found by the Board to be unlawful, inconsistent with or in violation of, the letter or spirit of these Terms. In the event the Board revokes Nominee's **Litigator Award™** rating, Nominee shall immediately cease and discontinue displaying any Board copyright, trade mark and/or service mark icon.

12. SUBMISSION OF INFORMATION

The 2014 **Litigator Awards™**, including related websites, micro-sites, advertising, website links, and other media includes areas in which Nominees may submit and/or post content and information, including without limitation personal and business profile data, messages, comments, data, text, photos, blogs, graphics or other materials (the "Nominee Content"). Nominee is solely responsible for, submits and/or post same at Nominee's own risk.

GENERAL LEGAL TERMS

Nominee agrees not to submit, post, upload to, transmit, distribute, store, create or otherwise publish through any **Litigator Awards™** and/or Board website, micro-site, or other media any of the following:

- a. Nominee Content that is false, misleading, unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or fraudulent, including without limitation any personal profile information, recommendation, endorsement, rating or review of an attorney with whom you have not had direct, personal experience in a professional legal context or as a client of such attorney.
- b. Nominee Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, violate any applicable rules of professional conduct or that would otherwise create liability or violate any local, state, national or international law or regulation;
- c. Nominee Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any Nominee Content, you represent and warrant that you have the lawful right to distribute and reproduce such Nominee Content as provided under these Terms;
- d. Nominee Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- e. Unsolicited promotions, political campaigning, advertising or solicitations, including without limitation any advertisements for legal services, legal service providers or lawyer referral services;
- f. Viruses, spyware, malware, corrupted data or other harmful, disruptive or destructive files; and
- g. Nominee Content that, in the sole judgment of the Board, is objectionable or which restricts or inhibits any other person from using or enjoying the website, or which may expose the Board or any user of its website or other media any harm or liability of any type.

The Board takes no responsibility and assumes no liability for any Nominee Content submitted, posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is the Board liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. Any use of the Board's websites and/or micro-sites in violation of the foregoing violates these Terms and may result in termination or suspension of your right to use the website. The Board reserves the right to restrict or remove any Nominee Content submitted, posted or stored on the website, micro-site, and/or any other Board related media at any time and for any reason without notice.

GENERAL LEGAL TERMS

13. ADVERTISERS

The Board's websites, micro-sites, and/or other media may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion is accurate and complies with applicable laws. The Board will not be responsible for the illegality of, or any error or inaccuracy in, advertisers' or sponsors' materials, or for the acts or omissions of such advertisers or sponsors.

14. FIRM LEGACY:

The Board recognizes that from time to time lawyers may move between law firms, law firms may merge, and/or that law firm ownership may change. At the Board's sole discretion, Nominees may submit qualifying Verdict Awards, Binding Arbitration Awards, and/or Negotiated Final Settlements that were obtained under the name of a pre-existing law firm other than Nominee, provided however that:

- a. Nominee directly ascended from the pre-existing law firm, and
- b. Not fewer than 50% of the partners of the pre-existing law firm are partners of, or Of-Counsel to Nominee, except where the death or full retirement of any partner would negate the possibility of same

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