

**THURSTON COUNTYFAX AND ELECTRONIC SERVICE OF DOCUMENTS  
CONSENT GROUP AGREEMENT**

June 14, 2011

The purpose of this document is to memorialize consent among the participating attorneys (members of the group) to accept service of documents from each other by facsimile (fax) and/or electronic means (email) in lieu of service of hard copies. Such consent is allowed by CR5(b) (7), Service by Other Means, which provides.

Service under this rule may be made by delivering a copy by any other means, including facsimile or electronic means, consented to in writing by the person served. Service by facsimile or electronic means is complete on transmission when made prior to 5:00 p.m. on a judicial day. Service made on a Saturday, Sunday, holiday or after 5:00 p.m. on any other day shall be deemed complete at 9:00 a.m. on the first judicial day thereafter. Service by other consented means is complete when the person making service delivers the copy to the agency designated to make delivery. Service under this subsection is not effective if the party making service learns that the attempted service did not reach the person to be served.

The effect of this agreement is that consent to fax and/or email delivery of documents will be reciprocal, such that members who wish to serve by fax and/or email will also accept service by one or both of those means. This agreement clarifies expectations and agreements regarding fax and email service of documents as a delivery option; it does not require fax or email service.

The members of this group agree as follows:

1. Fax and Email Address Each member will designate a fax number and/or email address for the receipt of service of documents for that attorney. A member may designate either or both. A member may request email service to two addresses at the same time so that, for example, both the attorney and the attorney=s legal assistant will receive service. Those fax numbers and email addresses will be listed on a master list of signors to this agreement (members) which will be updated by the agreement administrator whenever necessary, but no less than monthly, and will be distributed to the members.
2. Courtesy Telephone Call In conjunction with faxed and electronic delivery, the sender will notify the recipient of delivery by a courtesy telephone call. Leaving a message with a staff person or voice message will comply with this requirement. Each member will designate one telephone number for the receipt of this notice. Those telephone numbers will be listed on a master list of signors to the agreement which will be updated by the agreement administrator whenever necessary, but no less than monthly and will be distributed to the members.
3. Reference to Service in Message The subject line of the sender=s fax cover sheet or email message will reference the fact that the fax or email is serving documents, the hearing date for which the documents are served, and the case name. *For example, Subject: Service of documents for July 1 hearing in Marriage of Jones.* The body of the message should include a clear description of each document sent. Any recipient who

becomes aware of missing documents, or who cannot properly open or print sent documents in the event of electronic delivery, will promptly notify the sender.

4. Page Limitation Unless consented to in advance, no more than 50 pages of documents will be delivered per day per case by fax or electronic mail.
5. Hard Copies Will Not Be Sent Hard copies of documents sent by fax or electronic mail will not be sent, except when requested by the recipient for good cause. *For example, if the faxed or scanned and emailed documents are exhibits, such as cancelled checks, that are not legible and hard copies would be more legible.*
6. Format of Documents When sent by electronic mail, documents should be sent in Word, Word Perfect or PDF format, unless otherwise agreed by the sender and recipient in advance.
7. Proof of Delivery A sender=s fax confirmation sheet, or sent email message, will be proof of delivery. If requested, receipt of service will be acknowledged by reply email or telephone call.
8. Resolving Problems with Delivery Delays in delivery due to system or compatibility issues will be addressed and resolved as expediently as possible by members of this group. Any recipient who becomes aware of such issues will promptly notify the sender. All members of this group will make a good faith effort to work collaboratively to resolve such problems, accomplish timely delivery or otherwise agree on a mutually acceptable solution. *(Such solutions may include: re-sending documents at a later time or in a different format, faxing documents, agreed-upon additional time for responses or agreed-upon continuances of hearing dates.)*
9. Changes to Agreement Any member may propose a change to this agreement. After an opportunity for consideration and discussion, the proposed change will be presented by the agreement administrator to a vote of the members. A proposed change supported by the vote of a majority of the members will be made to the agreement.
10. Withdrawal from Agreement A member may withdraw from this agreement at any time, by notifying the agreement administrator. A withdrawal will be effective when the next master list of members is distributed by the agreement administrator.
11. Agreement Administrator *The agreement administrator, as of June 14, 2011, Thurston County Bar Association administrative assistant, PO Box 1653, Olympia, WA, 98507, email: tcbainfo@gmail.com.*

I agree to the above and wish to be a member of this agreement, and any modified subsequent agreement, unless I give notice of withdrawal.

Dated	Print Name	Bar No.	Signature
Email Addresses (no more than 2)		Fax Number	Telephone No.