

Tracy, Mary

From: Hinchcliffe, Shannon
Sent: Thursday, April 30, 2015 7:58 AM
To: Tracy, Mary
Subject: FW: CR 28 amendments

From: linda@roughandassociates.com [mailto:linda@roughandassociates.com]
Sent: Wednesday, April 29, 2015 10:22 PM
To: AOC DL - Rules Comments
Subject: CR 28 amendments

Dear Honorary Members of the Supreme Court,

I am writing to lodge my support to the proposed rule changes CR 28 (c), (d), and (e), as well as CR 80.

CR 28 (c): I have owned and operated a court reporting firm for over thirty years, and have watched with dismay the purity of the court reporter's duties erode by the encroachment of third-party contracts, engaged in for preferential pricing and treatment to certain parties of a lawsuit in exchange for exclusivity. These private arrangements are made between insurance companies, large corporations, or law firms, and a court reporting entity, the one supposedly neutral officer of the court in a deposition room.

To thwart this unethical practice, 28 (d) is proposed, which will require, when requested, proof that the parties are billed and treated equally.

The consumer who finds himself in a court of law expects to be heard by an impartial Judicial officer presiding. The deposition setting serves as an extension of the courtroom, demanding the same impartiality of the presiding officer of the court, the court reporter. How would a consumer, who is a litigant or a witness in a lawsuit, feel with the knowledge that the Judge who presides is under contract with one of the other litigants? It is my belief that the court reporter has no more right to engage in a contract with one side or the other of a lawsuit, than a judge does.

Paramount in court reporting training, besides the duty of impartiality in reporting the record, is the appearance of that impartiality. This is not only for the actual sanctity of the record - the precaution that no bias actually sneaks into the transcript itself through influenced mishears - but also for the confidence to the consumer. For anyone who has fought a driving ticket, as I have, in a small unfamiliar town, and observed chumminess between the judge and the cop, we know the discomfort of implied favoritism. The consumer, with this rule change, will have the right to an affidavit affirming neutrality.

So what makes these proposed mandates necessary? The jarring reality that third-party contracts are in fact presently in force, contrary to every paradigm of neutrality, between court reporting entities and parties to the very case for which that court reporter certifies at the conclusion of the transcript that he or she has no interest in.

I would like to address the suggestion in an opposing letter on your website that stenography is being replaced by technology. So what? Our industry stays fervently apace of technology. If it were not for court reporters diving into computer technology, we would not have real-time live captioning today, a boon for the hearing impaired. The reporting industry recognizes that voice-recognition is here; that videotaping provides a fuller

experience for the jury; but it is not threatened. But by what means, primitive or modern, the word itself is transcribed into a document is not the issue here. The issue is impartiality of the disinterested officer before whom the deposition is taken. And that requirement does not change with modern upgrades to the transcript. Third-party contracting and the ethics compromised have nothing to do with technology.

I would also like to address the assertion that these rule revisions hinder competition. Please understand that the changes are not intended to crowd any court-reporter-attorney relationship. To the contrary, these changes are intended to retract the forced exclusionary provisions – the mutually-enforceable contracts - which bind the disinterested reporter to the party, and render it “interested.”

As far as (e), there is technology available which encrypts and digitally-certifies reporters' transcripts so that no one can meddle with it before it is sent; until this is standard, (e) is necessary to prevent security breaches.

In conclusion, the deposition suite is no place for the sole neutral officer in the room to engage in a sideline contract with one of the parties to the action or their counsel. Please adopt the proposed changes.

Thank you for your consideration to my views.

~Linda Rough
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