

Tracy, Mary

From: OFFICE RECEPTIONIST, CLERK
Sent: Thursday, April 09, 2015 11:14 AM
To: Tracy, Mary
Subject: FW: OPPOSITION TO THE PROPOSED AMENDMENTS TO CR 28

For you. ☺

From: Consuelo Grumich [mailto:clo.grum@gmail.com]
Sent: Thursday, April 09, 2015 11:12 AM
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OPPOSITION TO THE PROPOSED AMENDMENTS TO CR 28

The first proposed change to CR 28(4) would define, “any person who has contracted with a party or a party’s counsel to provide court reporting services across multiple actions” as having an “interest in the action in which the deposition is being taken.” This proposed verbiage is overbroad and overreaching and seeks to restrain free trade. An attorney should be free to do business with whichever firm he or she deems fit. If a court reporting firm has proven itself to be trustworthy and delivers a professional, timely and exceptional product, who is to say that this firm cannot contract with those who seek to do business with it? Should the message be if a court reporting firm becomes successful, this success will be legislated away? This proposal clearly stops free enterprise and should be seen as exactly as that.

The second proposed change to CR 28(d) would require, “court reporting fees and services to be offered to all parties on equal terms” and “at the discretion of the judicial office before whom the deposition is taken, counsel for all parties and the court reporter who reported the deposition may be required to sign an affidavit that all court reporting services in the case have been offered to all parties on equal terms.” The problem with this proposal is twofold. Again this proposed verbiage is overbroad and overreaching, but also it fails to adequately depict the practices of the court reporting industry. It is common practice and widely known that transcriptions are offered at different rates, one rate being the original transcription rate and the other being the copy rate. This is not only a practice in Washington State, but across the United States as well. These rates are not being hidden or misrepresented by court reporters; those in the legal community are conscious of these rates and understand the differences between them. Furthermore, the possible requirement of the court reporter and counsel having to sign affidavits as to these equal terms clearly infringes upon the freedom to contract. Why should others be involved in my purchasing power or I be involved in theirs? Again, attorneys should be free to enter into business transactions they themselves have chosen, and upon terms they themselves have agreed upon.

Respectfully submitted,

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