

**Tracy, Mary**

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**From:** OFFICE RECEPTIONIST, CLERK  
**Sent:** Thursday, March 26, 2015 9:24 AM  
**To:** Tracy, Mary  
**Subject:** FW: Commentary on Proposed Amendments to CR 28  
**Attachments:** CR 28.docx

For you ☺

**From:** Rachael Au. [mailto:rachaelauwae@gmail.com]  
**Sent:** Thursday, March 26, 2015 9:21 AM  
**To:** OFFICE RECEPTIONIST, CLERK  
**Subject:** Commentary on Proposed Amendments to CR 28

Rachael Auwae

Certified Reporter

March 26<sup>th</sup> 2015

#### Amendments to CR 28

I am writing this in opposition to the proposed amendments to CR 28. Much of the language that is used in these proposed amendments is nonsensical. How can a court reporter logically “avoid being contracted with a party or party’s counsel to provide court reporting services across multiple actions?” This kind of expectation would severely limit a court reporters ability to work, especially in small, rural areas where there are only a few larger legal offices. Would the reporter be expected to only work for each company once and only work on one specific case at a time? Clearly the wording chosen in these proposed amendments is directed at limiting the business model that the large court reporting firms use. However, when the amendments are looked at more closely, it affects the business model that independent reporters use as well. If I could not contract with counsel to provide court reporting services across multiple actions my income potential would be severely limited. There is no way that I would be able to bounce from one law firm to the next only serving one particular action at a time. Any instance where competition is limited is never good for an industry. Also, what would happen to those court reporters that are mostly independent, but when business slows down, contract out to get work from some of the larger court reporting firms to provide services to the firm’s clients? The workload that could be taken on by any reporter would be cut to a fraction of what they would need to support themselves.

The next proposed amendment to CR 28 in paragraph (d) says that, “At the discretion of the judicial officer 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.” As a certified court reporter whose industry expects the utmost integrity and impartiality from its constituents, I am offended by this statement. It insinuates that our industry is rife with bias and that we would have the audacity to favor one party over the other because of who hired us. Perhaps anyone involved with a case should have to sign an affidavit; maybe the judge or other presiding official involved should be expected to sign as well, or is his or her integrity without question? Some presiding officials

are elected and receive donations for their campaigns from multiple entities and types of businesses. Court reporters are usually hired by one party (although in some instances the attorneys agree to split the costs). So there really is no difference in bias potential for the two different parties, although obviously the attorneys involved with a particular case will be pursuing their client's own interests.

I also have concerns about the proposed paragraph, (e), of CR 28. The industry does not function in the kind of manner that is described in this paragraph. Court reporters are contracted by firms to provide a transcript; we cannot invoice, produce, and deliver the transcript as independent contractors. I do not have the means to produce, distribute, and invoice a large number of transcripts. This would require a huge investment in time and equipment that I cannot make and still perform my daily functions as a reporter. This paragraph further implies that a court reporter working with a reporting firm has restricted access to their transcript. As someone who is independent and works for firms as well, I have never found that to be the case. This paragraph purports that large reporting firms steal the transcripts from reporters and have the potential to change a transcript and distribute it in accordance to their own agenda. Yet, a company that has a large amount of oversight and operates within multiple departments would be much less likely to change anything in a transcript than a solo reporter that has no oversight or outside enforcement of propriety. The more eyes watching for any sort of slip-up or lapse in judgment, the more likely it is NOT to happen. I have found it to be very useful; when I am busy and deem it appropriate, to let the production of the transcript be handled by a specific department instead of doing it myself which can be very time consuming. It frees up my time so that I am able to be in the field working in order to bring in income for my family and I.

In conclusion, I am adverse to the amendments suggested for CR 28 as it limits competition, restricts the amount of work that any court reporter can take on (independently or not), insinuates bias, adds to a reporter's workload, and is just not a logical solution for any of the court reporting industry's problems.

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