

Dear Members of the Washington State Supreme Court:

I am writing to you from Montana Court Reporters Association to urge you to adopt WCRA's proposed amendments to Washington CR 28(d), CR 28 (e), and CR 30(b)(1).

The reason I'm writing to the members of the Washington State Supreme Court is because here in Montana we continue in our struggle to stop the unethical practices often associated with third-party contracting, even though we have passed laws to stop this practice in our state. Unfortunately, we struggle because these laws and rules are being ignored in our neighboring states.

Adopting the proposed change to 28(d) will be beneficial for all parties, because if one party suspects their opponent may be receiving discounts or lower pricing for court reporting services, this rule change would allow a mechanism whereby they can request an affidavit of equal terms be submitted to the Court. If court reporting services have not been provided on equal terms, the Court may sanction the court reporter, the court reporting firm, as well as the counsel or party who hired the reporter or contracted with the court reporting firm to provide the services. This will provide a means of quick resolution of any violations as well as allow for transparency.

The proposed change to 28(e) will prevent court reporting firms from making changes to transcripts after the original transcript has been completed. It will prevent the unethical practice of what's become known as "stretching" of transcripts, whereby some court reporting firms are changing the characters per line of the transcript in order to create a longer transcript and bill consumers for more pages.

The proposed amendment to CR 30(b)(1) will require the deposition notice to disclose the existence of any known contractual relationships between the noticing party, its counselor, a third party paying to record the noticed deposition, and the person, court reporting firm, consortium, or other organization providing a court reporter for the noticed deposition, and will state whether the noticing party or a third party directed his or her attorney to use a particular court reporting firm. Once a party-in-interest – whether a lawyer, insurance company, or a corporation – is allowed to manipulate the business transaction to their exclusive benefit and/or exerts control over the work produced by the court reporter, the reporter and/or the reporting firm's impartiality can be called into question.

Given the public's belief in and dependence on the court reporter's integrity and impartiality, it is all the more egregious when the consumers of court reporting services are unwittingly subjected to these exclusive contractual arrangements between a party-in-interest and the court reporter or reporting firm. Often these litigants are unaware of the contract's existence, the terms involved, the benefits that one party may be receiving, and how their interests will be affected as a result. The litigant who is not a party to the contract is nonetheless bound by an agreement entered into by their *opponent* in the proceeding. The one assurance the American judicial system offers all litigants is the integrity and impartiality of the officers of the court, and yet many may be unknowingly and unwittingly deprived of this at any time a contract is in effect.

It is for all of the above reasons that Montana Court Reporters Association believes the proposed rule amendments should be adopted. Thank you for your considerations herein.

Yvette Heinze, CSR, RPR  
Montana Court Reporters Association, president  
[www.mtcr.com](http://www.mtcr.com)  
[mtreporters@gmail.com](mailto:mtreporters@gmail.com)

Tracy, Mary

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**From:** OFFICE RECEPTIONIST, CLERK  
**Sent:** Monday, August 22, 2016 8:41 AM  
**To:** Tracy, Mary  
**Subject:** FW: Washington CR 28(d), CR 28 (e), and CR 30(b)(1)  
**Attachments:** Letter to Support WA Proposed Rules from MTCRA.docx

Forwarding.

**From:** Montana Court Reporters Association [mailto:mtreporters@gmail.com]  
**Sent:** Sunday, August 21, 2016 7:51 PM  
**To:** OFFICE RECEPTIONIST, CLERK <SUPREME@COURTS.WA.GOV>  
**Subject:** RE: Washington CR 28(d), CR 28 (e), and CR 30(b)(1)

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