

Tracy, Mary

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Sent: Monday, December 12, 2016 9:30 AM
To: Tracy, Mary
Subject: FW: COMMENT TO PROPOSED GR 17 & 30 AMENDMENTS

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From: Lisa Donaldson [mailto:lisadonaldson@seattletrafficlawyer.com]
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To: OFFICE RECEPTIONIST, CLERK <SUPREME@COURTS.WA.GOV>
Subject: COMMENT TO PROPOSED GR 17 & 30 AMENDMENTS

Good afternoon:

My name is Lisa Donaldson, I am an attorney in Seattle. I practice regularly in municipal and district courts in the greater Puget Sound region.

I support the GR 17 proposed changes.

I firmly oppose the GR 30 proposed amendment seeking to eliminate the need for agreement of the parties for electronic service of documents.

As the proposal notes, some parties and courts ignore this requirement in their current practice. One court routinely sends me court notices from email addresses that appear to be personal email addresses until one actually opens the email. Before I learned the court clerk's name these went into the junk folder. This illustrates the inherent problems with ignoring the requirement for agreement.

Further, as a defense attorney I have cases with several state and city prosecutors who utilize the services of a variety of "rule 9" interns and or volunteer attorneys. These folks often use their own email addresses when contacting me or trying to "serve" paperwork. We as practitioners should not have to be on the lookout for service from joeblow@hotmail.com.

Also prosecutors and their email extensions change frequently. Email extensions for Snohomish County prosecutors have recently included @snoco.org @co.snohomish.wa.us. In addition, defense attorneys emails also change depending upon service providers and the like. This and the lack of a receipt would make "proof of service" problematic.

Further, even though we are all getting more tech savvy, some email systems simply do not like other email systems and end up in the junk folder or when an email is sent it may be quite some time for it to bounce back if improperly addressed.

Other commenting attorneys have discussed the difficulty of having this rule used to provide last minute discovery. I echo their concerns and support their comments. Technology is supposed to assist us, we need to know when to expect electronic service.

The requirement for agreement by the parties for electronic service is not burdensome. It is inherently fair.

Please do not delete the requirement for agreement of the parties.

Sincerely,

Lisa Donaldson, WSBA #18880

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