

October 25, 2011

ArizonaCourtReportingEthics (AzCRE)  
Phoenix, AZ

Re: Opinion Regarding Certain Court Reporter Restrictions and Obligations

Dear AzCRE:

As a group of concerned certified Arizona court reporters, you requested our opinion whether arrangements with national court reporting firms offering court reporting services in Arizona impose ethical or legal constraints on Arizona certified court reporters and, if so, what specific actions must an Arizona certified court reporter take when confronted with such an arrangement or knows that another court reporter is engaging in improper conduct. **This opinion is limited to the laws of the State of Arizona and is intended for your use only and not for use by any third parties.**<sup>1</sup>

For the reasons set forth below, certified Arizona court reporters must not participate in any arrangement with a national firm if such arrangement includes provisions that, as described more specifically below, are prohibited under Arizona law.

## **FACTUAL BACKGROUND**

Our opinion is derived from the following facts as we understand them based on interviews, and our review of certain documents that you provided to us (as described below). If any of the facts stated below are inaccurate, please so advise us as it could affect our opinion.

**Your professional status.** You are Arizona court reporters who are certified pursuant to Arizona Revised Statutes, Title 32, Chapter 40. As such, you are required to adhere to the Code of Ethics in the Arizona Code of Judicial Administration for Certified Reporters as set forth by the Arizona Supreme Court. A.R.S. §§ 32-4001 to 32-4042.

You have informed us that certain large companies, including some insurance companies (collectively, the "Litigation Managers"), are contracting with some national court reporting firms (hereinafter "National Firms") to provide court reporting services and other ancillary litigation services on an exclusive or partially exclusive basis for the Litigation Managers' litigation matters. Accordingly, National Firms have been and are performing these arrangements for court reporting and ancillary litigation services in Arizona in

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<sup>1</sup> In this opinion, unless the context pertains to you as an individual court reporter, "you" refers to AzCRE.

connection with the Litigation Managers' litigation activities in Arizona. Some National Firms are seeking, soliciting and engaging with some Arizona certified court reporters (hereinafter "Local Reporter(s)") to fulfill the needs of the court reporting and ancillary litigation services required by the Litigation Managers.

In connection with these activities, you have compiled and provided to us certain documents. Based on our review of such documents, we note various activities that have been conducted by National Firms, and Litigation Managers which are contracting with these National Firms, as well as Local Reporters, that are relevant to our opinion and are set forth below. If you believe or have reason to know that any of the information set forth below is inaccurate or incomplete in any material way, please so inform us because your corrections could affect our opinion. (All citations are to the binder of documents that you provided to us.)

## **I. Activities of National Firms.**

**National Firms Communicating With Counsel.** You have provided us with several examples of correspondence, announcements, and other materials sent by National Firms that announce the contractual arrangement for court reporting services, and in certain cases ancillary litigation services, between the National Firm and a Litigation Manager. Often, the Litigation Manager is an insurance company. These documents and correspondence use language of varying coercive strength to encourage the recipient, typically counsel for a Litigation Manager, to take advantage of the arrangement, and the documents often provide instructions for scheduling court reporting services and other ancillary litigation services.

Particular examples include:

1. An e-mail correspondence dated March 2006 addressed to "counsel," announcing that a National Firm and a Litigation Manager have entered into a relationship for court reporting and related services in an effort to enhance the quality of service and reduce litigation expenses. The correspondence provides a hyperlink and instructions for scheduling depositions and other services.
2. An e-mail correspondence dated December 2008 to an undisclosed recipient, announcing a National Firm as the "exclusive provider" of court reporting and related services nationwide for a Litigation Manager. The e-mail states that the new relationship will provide numerous benefits, including comprehensive litigation support, and that all scheduling of depositions occur directly through the National Firm.
3. An undated document from a National Firm announcing a "program" with a Litigation Manager and providing specific instructions for: scheduling a deposition directly with the National Firm; providing claim information to the National Firm, including the name of the deponent; requesting ancillary litigation service at the deposition (*i.e.*, interpreting, real-time delivery, videographing, conference rooms); requesting expedited delivery of transcripts (prior to or at deposition); and stating that all invoices are to be sent by the court reporter to the National Firm directly.

4. An undated document from a National Firm providing scheduling instructions to counsel for a Litigation Manager. Instructions request scheduling attorneys to use an online interface (protected by username and password) to schedule depositions, and require input of the witness participating in the proceedings, as well as specify any ancillary service requirements (e.g., videographer, "Realtime," interpreters, special delivery instructions) that will be required by counsel. A document dated April, 2010, from a National Firm providing instructions to counsel for scheduling a deposition, requesting that the counselors provide the "patient name" among other details when scheduling a deposition.

**National Firms Providing Instructions to Local Reporters When Participating In the Arrangements with Litigation Managers.** You have also provided us with documents indicating that National Firms often strongly encourage and/or require Local Reporters to follow particular instructions when the Local Reporter agrees to provide court reporting services at the request of the National Firms. These instructions take various forms, but generally include instructions related to: accepting the "referred" assignment; transmitting ASCII deposition transcript files in electronic format to the National Firms; sending signed original documents and exhibits from the deposition to the National Firms; the National Firms taking control over and producing deposition transcripts to attorneys; sending invoices directly to the National Firms for payment; and pre-determined billing rates and schedules. Particular examples of these instructions include:

1. **Instructions for Accepting "Referral" Work from National Firm.** Instructions from a National Firm that: require a Local Reporter to complete a W-9 form in order to be paid for services rendered; require the Local Reporter to bill the National Firm according to the rate sheet provided to Local Reporter by National Firm; request an electronic copy of the transcript be e-mailed or mailed for archival purposes (without mention of security measures); and specify deposition delivery time frames unless expedited by ordering attorneys.
2. **Instructions and "User Guide."** Instructions and a "User Guide" from a National Firm to assist Local Reporters for entering data into a computer interface that appears to be hosted by National Firm to generate an electronic invoice, provide information related to the deposition, including the deponent's name, the Litigation Manager, and other claim information. The User Guide also depicts a computer interface that specifies data entry for the time for delivery, and entering of variable rates and amounts of fees to be charged depending on the time for delivery and number of pages.
3. **Instructions for Production, Distribution and Billing.** Instructions requiring that the Local Reporter e-mail transcripts to the National Firm (without any mention of security measures), and requiring that the Local Reporter ship all original exhibits, signed certification pages and signed attorney order forms to the National Firm. The instructions also state that the National Firm will "produce, distribute and bill the job to the attorneys."
4. **Affiliates Instructions.** A form letter from a National Firm, addressed to "Affiliates," announcing a new relationship with a Litigation Manager and providing specific instructions to participating Local Reporters for delivering the ASCII transcript file with certificate pages and exhibits to the National Firm,

providing invoices to the National Firm for payment, and instructions for processing expedited orders.

5. **ASCII Transmitting and Archiving.** Instructions requiring that the Local Reporter provide the National Firm via e-mail or ground shipping with an ASCII file of the deposition to archive for its clients. The instructions state that the transcript will not be altered and will be uploaded for storage on a secure website for the owner of the transcript (Litigation Manager Client) to review.
6. **Instructions to a Local Reporter for Covering a Deposition.** A "Reporter Job Information Sheet," dated October 2010, from a National Firm to a Local Reporter, for a deposition to be covered in Arizona. The "Notes" section of the "Reporter Job Information Sheet" requests that the Local Reporter represent themselves as from the National Firm reporting on behalf of another National Firm.

**Pre-Determined Billing Rate Schedules for "Affiliates."** You have provided us with documents indicating that National Firms mandate a particular and pre-determined rate schedule of fees for court reporting services, transcripts, copies of transcripts, word indexes, and other related deposition services. A particular example includes:

1. A document dated September 2009 from a National Firm that invites a Local Reporter to become an "approved affiliate" of the National Firm to perform deposition services related to a Litigation Manager's litigation matters. The National Firm provides a specific rate schedule for "affiliates" in Arizona to follow when performing deposition services in connection with the Litigation Manager's litigation matters. The rate schedule also specifies that all invoices and ASCII files, exhibits, and supporting documents be submitted by the Local Reporter to the National Firm.

**Invitations to Join National Court Reporting Firm "Networks."** You have provided us with advertising materials and other documents indicating that National Firms actively seek to add Local Reporters to their "networks." Particular examples include:

1. An undated advertisement seeking court reporters to join a National Firm "team," explaining that, at the request of the National Firm, the Local Reporter will cover the deposition, turn in the ASCII file to the National Firm through an online interface (without mention of security measures), and provide the National Firm with an invoice. According to the advertisement, the National Firm then produces, bills and delivers that deposition to the attorney, and the National Firm pays the Local Reporter's invoice directly and immediately.
2. A redacted e-mail correspondence, dated February 2010, from a National Firm to an undisclosed recipient, appearing to provide the "maximum fees and billing format information" for court reporting jobs the recipient Local Reporter elects to cover on matters identified for a Litigation Manager in Arizona. The e-mail also provides a schedule for surcharging expedited requests. The correspondence states that the "program" is not meant to contravene any Rules of Court or legislative enactments governing the court reporting profession.

3. An e-mail correspondence, dated May 2010, from a scheduling coordinator at a National Firm to an undisclosed Local Reporter in Arizona, soliciting to add the Local Reporter to the National Firm's Arizona database. The scheduling coordinator attached to the e-mail an "Affiliate Networking Agreement" for the Local Reporter to review and explained that, under the arrangement, the Local Reporter would produce and distribute the deposition transcripts but bill the National Firm directly, and the National Firm would retain a 10% referral fee from the Local Reporter's invoice. Notably, the attached "Affiliate Networking Agreement" confirms that all itemized invoices from the Local Reporter are to be submitted to the National Firm, and also requests that the Local Reporter agree and acknowledge that "all jobs are the legal property" of the National Firm.
4. An e-mail correspondence, dated June 2008, from a National Firm to a Local Reporter, that invites the Local Reporter to participate in a Litigation Manager's "Court Reporting Program." The correspondence announces that the National Firm is one of two National Firms coordinating with the Litigation Manager. The National Firm requests rate quotes from the Local Reporter that the Local Reporter would charge the Litigation Manager if the Local Reporter were to provide services to the Litigation Manager. The National Firm "hopes" that the Local Reporter would quote "discounted" rates, highlighting that the Local Reporter may realize an increase in future work from the Litigation Manager.

**Offers of Gifts and Other Incentives in Exchange for Booking Court Reporting Services.** You have provided us with documents indicating that National Firms are offering gifts and other incentives in exchange for engaging the National Firm to provide court reporting services. Particular examples include:

1. Promotional material from a National Firm targeted at unspecified "new clients," offering a \$20 retail store gift card to "new clients" who schedule a deposition between January and March 2010.
2. Promotional material dispatched and received via e-mail to an undisclosed recipient, offering a "gift bag" filled with everything needed for a fun day at a pool when the recipient schedules three depositions between April and June 2010. The promotional material also states that scheduling a deposition using the National Firm's online scheduling tool will enter the recipient into a drawing for an "even bigger prize."
3. A redacted e-mail correspondence, dated in 2009 from a National Firm to an undisclosed recipient, discussing an "incentive agreement" and program wherein the participating firm receives "credit" on a sliding scale of up to 5% of the total amount of deposition services ordered and paid. It is unclear from the redacted correspondence, however, whether this "credit" is applicable toward court reporting services fee reductions, purchase of ancillary services or another type of incentive. The correspondence also describes ancillary services, including synchronized video to transcript, exhibits hyperlinked into transcripts, and a project management team to assist with the deposition process, as "standard ancillary services" available with the National Firm services program.

4. An e-mail correspondence, dated March 2010, from a National Firm to an undisclosed recipient offering a complimentary Apple iPod Shuffle when the undisclosed recipient books its first deposition with the National Firm.

**National Firm Communications to Law Firms.** You have provided us with a communication between a National Firm and an attorney at a law firm in Arizona. In a letter dated July 2010 from National Firm to an Arizona attorney, the National Firm admits an inadvertent overcharge of \$40 to the attorney, and acknowledges the attorney's request for copies of all invoices showing an itemized list of charges for a particular litigation matter. The letter states that although the National Firm does not believe it has an obligation to provide such information, "in the spirit of cooperation," it provides the requested invoice copies.

**Comparison of Costs Between Local Reporters and National Firm.** You have provided us with a document that presents a comparison of the rates between "Local AZ Firms" and a National Firm for deposition services at both a "John Doe" and a "Jane Doe" deposition. This comparison shows that the National Firm charges higher rates for most of the deposition services line items depicted in the comparison, resulting in a higher overall cost for deposition services with the National Firm compared with the "Local AZ Firm." You also presented a second document showing a comparison of rates for deposition services line items between an undisclosed court reporting firm and a National Firm. The comparison shows that the rates charged by the National Firm are substantially more expensive than the undisclosed court reporting firm. The comparison also makes reference to a "thank you" offer of a \$100 gift card for scheduling a next deposition with the National Firm.

## **II. Activities of Litigation Managers.**

**Announcing Engagements with National Firms to Outside Counsel.** You have provided us with several forms of correspondence from Litigation Managers directed to Litigation Managers' "counsel," or otherwise undisclosed recipients (presumably outside counsel), announcing exclusive or non-exclusive arrangements or "programs" with National Firms for court reporting services, and in certain cases, ancillary litigation services. The correspondences from the several Litigation Managers use language of varying coercive strength to encourage or require counsel to use the National Firm and the "programs" for court reporting services. Generally, the coercive strength of the language varies from merely presenting an option to use the National Firm, to a clear requirement to use the National Firm subject to further compliance monitoring. Particular examples include:

1. An electronic correspondence, dated July 2006, addressed to a Litigation Manager counsel stating that a National Firm is the "single preferred court reporter supplier." The correspondence also states that Arizona, as an anti-contracting state, is expressly excluded from the contract, and to the extent that the law firm chooses to "independently use the services" of the specified National Firm, rates for such use will be determined on a case-by-case basis.
2. A letter, dated June 2010, to a law firm "requesting" that the law firm use a National Firm for all court reporting services required by a Litigation Manager to "significantly lower the cost of these services." The letter also requests that, to the extent the attorney also has court reporting firms locally she/he

prefers to use, the counsel is encouraged to ask the Local Reporter to contact the National Firm and attempt to add them to the network of reporters. The letter continues to encourage counsel to instruct outside firm attorneys and staff that assign court reporting services that this program with the National Firm is effective immediately.

3. A form letter, dated May 2010, addressed to "Counsel," announcing a National Firm as a "preferred provider" of court reporting, deposition and videography services for all litigation managed by the Litigation Manager. The letter requests that, in order to receive the optimal rate, the attorney or firm should represent that the services are being requested on behalf of the Litigation Manager. The letter mentions that, for "restrictive states" that require a per-case bid for deposition services, the National Firm is able to provide the bid quickly and efficiently.
4. A form letter correspondence with a "Questions and Answers" section, dated January 2009, addressed to "Counsel," announcing that the Litigation Manager has entered into a "preferred provider agreement" with a National Firm for court reporting services. The letter states that use of the National Firm is recommended but not mandatory, particularly in jurisdictions where use of contract vendors is prohibited. The "Questions and Answers" section encourages law firms to recommend reporters for inclusion on the National Firm's preferred provider list.
5. An e-mail correspondence, dated July 2010, from a Litigation Manager to panel firm counsel, announcing a National Firm as a "preferred provider" of comprehensive court reporting services, and requiring use of the National Firm for all court reporting, depositions and videography required for all of the Litigation Manager's matters, unless otherwise approved by the Litigation Manager.
6. A letter dated August 2009 from a Litigation Manager, announcing that a National Firm will be used for all of the Litigation Manager's court reporting, videography and language translation services required for its litigation. The letter states that the National Firm will provide the Litigation Manager with case-by-case pricing in restrictive contracting states so that counsel "will not have to be concerned with anticontracting legislation unless case-by-case bids are not required." The letter also provides detailed instructions for ordering deposition services. Notably, the instructions note that counsel is limited to receiving only electronic copies of depositions, including depositions taken by opposing counsel or co-defendants' counsel. Counsel must otherwise obtain permission from the Litigation Manager before requesting hard copies of depositions. Further, the instructions state that videography synchronization with the deposition transcript is provided at no charge to the Litigation Manager's counsel. Finally, the instructions re-emphasize that only the National Firm can be used and all invoice processing will be handled through the National Firm and the Litigation Manager, with counsel to disregard any invoice that they may receive.
7. A letter, dated February 2009, addressed to an attorney at a law firm, announcing a National Firm as "an approved provider for court reporting

services" that has agreed to extend discount rates to the Litigation Manager. The letter states that, while the law firm may continue to use other service providers, the Litigation Manager requests participation in the program with the National Firm to assist with the reduction of costs efforts.

8. A correspondence, dated September, 2009, addressed to "Counsel," announcing that the Litigation Manager has entered into agreements with two National Firms to be "preferred national providers" of court reporting services, and "requiring" the counsel's firm to use either of the two National Firms in connection with all depositions, video conferencing and under oath examinations for the Litigation Manager's litigation matters. The correspondence further states that compliance with the national program will be tracked and subsequently reviewed by the Litigation Manager. In addition, the correspondence states that "special ordering of cost added, hard copy transcripts or expedited transcript services" may be subject to review and/or approval by the Litigation Manager.
9. An alert to attorneys from Litigation Managers refusing to pay any other court reporting vendors except the National Firm chosen by the Litigation Manager.

**Announcing Engagements with National Firms to Litigation Manager Branch Counsel.** You have provided us with several forms of correspondence from Litigation Managers directed to Litigation Managers' "branch counsel" or otherwise undisclosed recipients announcing exclusive or non-exclusive arrangements or "programs" with National Firms for court reporting services. Particular examples include:

1. An undated letter, from a Litigation Manager addressed to Litigation Manager's branch legal offices and claim counsel panel, announcing two National Firms have been "chosen" by the Litigation Manager to provide court reporting and ancillary services. The letter specifically states that, while the Litigation Manager does not have ongoing agreements in jurisdictions where prohibited, it asks that counsel and branch offices allow the selected National Firms an opportunity to "competitively bid" in such jurisdictions.
2. A memorandum correspondence, dated September 2009, from a Litigation Manager addressed to all Litigation Manager's branch legal offices, announcing that the Litigation Manager has selected a National Firm as its "preferred court reporting service vendor" and has developed state-specific fee schedules for all court reporting **services**. The memorandum requires branch counsel to either select the National Firm or select another court reporting firm provided that the fees are more favorable or match the National Firm's fee schedule for the particular state.

**Announcing Engagements with National Firms to Court Reporting Firms.** You have provided us with a copy of a blank form letter from a Litigation Manager without an addressee. The addressee likely would be a court reporting firm. The letter states that the court reporting firm will no longer be listed as an active member of the Litigation Manager's panel of court reporting firms, and announces two named National Firms are preferred vendors for the Litigation Manager.

**Other Correspondence to Counsel.** You have provided us with a form letter addressed to "Counsel" from a Litigation Manager in which the Litigation Manager announces that a National Firm is no longer the "preferred vendor" for court reporting services. The letter states that, "as has always been the policy," counsel may use any court reporting firm provided that the firm rates are more favorable or match the applicable state fee schedule.

**Invoicing Instructions to Local Reporters.** You have provided us with a copy of a letter from a Litigation Manager to an undisclosed court reporter. In the letter, the Litigation Manager acknowledges receipt of the court reporter's invoice for services rendered and states that the invoice has been forwarded to a National Firm for payment to the court reporter. The letter also requests that the court reporter send all future invoices directly to the National Firm.

### **III. Activities of Attorneys and Law Firms.**

**Correspondence to Local Reporters.** You have provided us with several correspondences addressed to Local Reporters from attorneys and law firms in Arizona or undisclosed locations. Generally, these correspondences serve to inform a Local Reporter that the law firm will no longer be engaging the Local Reporter for court reporting services because the attorney will be using a National Firm as requested or required by a Litigation Manager client. Particular examples include:

1. A letter to a Local Reporter, dated March 2010, from an Arizona attorney, stating that her/his clients have requested use of one of two National Firms for court reporting services, and inquiring whether the Local Reporter may comply with the rates and guidelines required by the two National Firms identified in the letter.
2. A letter to a Local Reporter, dated March 2010, from an Arizona attorney, stating her/his firm must use the National Firm specified by the client insurers. The letter also states that some insurers will allow the use of other court reporting firms provided the negotiated rates and guidelines are followed.
3. An e-mail correspondence, dated March 2010, from a legal secretary at a law firm to an undisclosed recipient, dated March 2010, informing a Local Reporter that a Litigation Manager client is requiring the law firm to use one of two National Firms, and therefore is terminating services arrangements with the Local Reporter.

**Correspondence to National Firms.** You have provided us with correspondence between an attorney practicing in Arizona and a National Firm that discusses a dispute about charges billed by the National Firm to the attorney for deposition services. In a letter dated December 2009 from an Arizona attorney to a National Firm, the attorney requests an itemization and explanation for charges listed in a National Firm's invoice. In addition, the attorney disputes the additional charges by the National Firm for full, condensed and CD-ROM copies of the transcripts that the attorney contends she/he did not order.

## **INTERPRETATIONS FROM OTHER JURISDICTIONS**

### **I. Other States with Laws or Rules Limiting or Prohibiting Contracts For Court Reporting Services.**

Several states have enacted "anti-contracting" laws or court rules that prohibit contracting for court reporting services which are similar in construction to A.C.J.A. § 7-206. These states include Georgia, Indiana, Kentucky, Nevada, New Hampshire, New Jersey, and Tennessee. Other states have enacted laws or court rules that, while intended to prohibit or limit contracting for court reporting services, or require disclosure of contractual relationships, generally differ in language compared with the A.C.J.A. § 7-206, and generally are more specifically crafted to address and prohibit questionable activities associated with the contracts for court reporting services. These jurisdictions include Arkansas, Connecticut, California, Hawaii, Massachusetts, New Mexico, Oklahoma, Oregon, South Dakota, Utah, Michigan, Minnesota, Texas, Kansas, Ohio, Iowa, Wisconsin, and Louisiana.

### **II. Attorneys General Informal and Formal Opinions.**

Attorneys General from three other state jurisdictions—Kentucky, Louisiana and Georgia—have analyzed and opined about their state's statutory provisions and the impact on contracting for court reporting services. While the questions that the attorneys general address in the opinions are fairly specific, the focal points of their analyses may be of interest.

#### **A. Kentucky Attorney General Informal Opinion.**

In April 2006, the Kentucky Attorney General issued an informal opinion concluding that K.R.S. 454.280 prohibits an insurance company from contracting with an intermediary to obtain the services of independent court reporters to take depositions in court cases in which the insurance company has a financial interest in the outcome of the case.

The language and construction of K.R.S. 454.280 is similar to A.C.J.A. § 7-206(J)(1)(h), and provides in the relevant parts:

....(2)(a) A deposition shall not be taken by a person who is: 1. a party to the action; 2. A relative, employee, or attorney of one (1) of the parties; 3. someone with a financial interest in the action or outcome; or 4. a relative, employee, or attorney of someone with a financial interest in the action or its outcome. For the purpose of this subparagraph, "employee" or "relative" shall not include an employee or relative of the attorney of one (1) of the parties.

(b) For the purposes of paragraph (a) of this subsection, "employee" includes a person who has a contractual relationship with a person or entity interested in the outcome of the litigation, including anyone who may ultimately be responsible for payment to provide reporting or other court

services, and a person who is employed part-time or full-time under contract or otherwise by a person who has a contractual relationship with a party to provide reporting or other court services.....

K.R.S. 454.280(2).

The Kentucky Attorney General found "no substantial difference for the purpose of the statute between an 'employee' with whom the insurance company has a contract and a person selected by the 'employee' taking the depositions." Letter from Gregory D. Stumbo, Kentucky Attorney General, to Hon. Wm. Clifton Travis Re: KRS 454.280 (April, 24, 2006) at 2. In both situations, the insurance company has the ability to influence the criteria by which reporters are selected and the standards under which they perform. *Id.*

The Kentucky Attorney General notes that KRS 454.280 is intended to prevent court reporters from taking depositions where their "employer," other than the attorney representing one of the parties, has a direct financial interest in the outcome, stating that the purpose of the statute is defeated if an insurance company, or any other entity with a financial interest in the outcome of the case, other than an attorney for one of the parties, is permitted to hire a court reporter indirectly through another entity. *Id.* at 2-3.

#### **B. Louisiana Attorney General Opinion.**

In April 2010, the Louisiana Attorney General opined whether a court/shorthand reporter may enter into a contract with a particular attorney or law firm to agree to provide reporting services for a set fee over a set period of time, based on the application of the Louisiana Code of Civil Procedure ("La.C.C.P."), article 1434. In discussing this issue, the Attorney General also stated that court reporters cannot contract directly with party litigants and cannot contract with any person having a contractual relationship with a party litigant to provide shorthand reporting or other court reporting services, but may contract with a party litigant's attorney as long as the court reporter is not an employee of the party litigant's attorney. See La. Atty. Gen. Op. No. 09-0283 (April 23, 2010).

La.C.C.P. art. 1434 provides, in relevant part:

A. (1) A deposition shall be taken before an officer authorized to administer oaths, who is not an employee or attorney of any of the parties or otherwise interested in the outcome of the case.

(2) For purposes of this Article, an employee includes a person who has a contractual relationship with a party litigant to provide shorthand reporting or other court reporting services and also includes a person employed part or full time under contract or otherwise by a person who has a contractual relationship with a party litigant to provide shorthand reporting or other court reporting services. A party litigant does not

include federal, state, or local governments, and the subdivisions thereof, or parties in proper person.

*Id.* citing La.C.C.P. art. 1434.

In his analysis, the Attorney General notes that the restriction in the law prohibiting a court reporter from contracting directly with a party litigant is straight-forward. *Id.* at 1. Noting a second restriction that prohibits a court reporter from becoming an employee, whether part-time or full-time, by contract or otherwise, of a person employed by a party litigant, which would include the attorney, the Attorney General focused on determining whether the court reporter is an "employee" or an "independent contractor" under Louisiana law. *Id.* at 1-2.

The Attorney General applied the factors-based test from Louisiana case law for determining whether a worker is an employee or independent contractor and focused on the character of the control that the "employer" may have over the court reporter. *Id.* at 2. The opinion notes that, typically, an attorney should have very little control over the final product the reporter produces because the reporter utilizes special skill and provides her or his own tools for work performed for the attorney. *Id.* at 1-2. Therefore, the court reporter is not typically an employee of the attorney.

In reaching this conclusion, the Attorney General reiterated that court reporters cannot contract directly with party litigants and cannot contract with any person having a contractual relationship with a party litigant to provide shorthand reporting or other court reporting services.

### **C. Georgia Attorney General Opinion.**

In July 1993, the Attorney General of Georgia issued an opinion which addressed: (1) whether a court reporter may enter into contractual relationships in return for being hired to report depositions by one of the parties of the action; (2) whether a court reporter may charge different parties different rates as a result of such a contract; and (3) whether a court reporter may provide kickbacks to a party in return for being hired to report a deposition. The Attorney General concluded that: a contract for reporting depositions between a court reporter and a party are not impermissible, provided it does not infringe on the court reporter's legal duties; charging different rates could raise unprofessional conduct issues; and providing "kickbacks" is impermissible. See Ga. Op. Atty. Gen. No. 93-18 (July 23, 1993).

The applicable Georgia law provides:

The Georgia Court Reporting Act, O.C.G.A.T. § 15, Art. 2, provides for the certification of court reporters by the Board of Court Reporting. O.C.G.A. § 15-14-33, provides that the Board of Court Reporting is authorized to hold hearings and impose sanctions on court reporters if it is found that the reporter has violated the laws or rules of the Board. Court reporters can be sanctioned for a variety of activities including: Engaging in unprofessional conduct, O.C.G.A. § 15-14-33(a)(6); violating any of the laws or rules regulating the

practice of court reporting, O.C.G.A. § 15-14-33(a)(8); and, engaging in fraudulent conduct, O.C.G.A. § 15-14-33(a)(2)....

*Id.* at 1.

O.C.G.A. § 15-14-21 declares that court reporters are officers of the courts. *Id.* at 1. This implies a neutrality on the part of court reporters. *Id.* The Supreme Court of Georgia has recognized that the duties of court reporters are set by law, not by private agreements between the reporter and any one of the parties. *Id.* citing *Giddings v. Stark*, 240 Ga. 496 (1978).

The Attorney General opined that, given the language that allows the parties to waive the disqualification of a court reporter, Georgia law does not render a contract impermissible on its face. *Id.* at 2. Noting the requirement of neutrality of court reporters, the Attorney General stated that the Board of Court Reporting is able to investigate and determine whether the specific terms of the contract make the court reporter an "employee" of one of the parties or attorneys and whether the court reporter is "financially interested in the action." *Id.* In reaching such determination, the Attorney General notes Georgia's principal test for determining whether a contract forms an employer-employee relationship or an independent contracting relationship, namely, whether the contract gives or the employer assumes the right to control the time, manner and method of executing work as distinguished from the right merely to require certain definite results in conformity to the contract. *Id.* citing *Ledbetter v. Delight Wholesale Co.*, 191 Ga.App. 64, 380 S.E.2d 736 (1989).

For determining if a court reporter has a "financial interest in the action," the Attorney General only proposes a possible test. The possible test is whether the contract to report creates a situation which would offer a possible temptation to the average person as a court reporter to forget his obligation to report truly, competently and correctly. *Id.* at 3.

In addressing the discounted rate offered by reporters in exchange for an exclusive contract, the Attorney General did not find a *per se* violation of the Board rules for such actions. However, the Attorney General warned that the statutes require that charges for deposition transcripts must be reasonable. If the amount charged to the parties is different, this action could raise question as to whether the higher amount charges are reasonable, and subject the court reporter to discipline because of unprofessional conduct. *Id.* at 3.

In addressing "kickbacks," the Attorney General relies on a dictionary definition of a "kickback" as, "a percentage payment to a person able to influence or control a source of income, as by confidential arrangement or coercion." *Id.* Engaging in such, the Attorney General opines, would constitute a court reporter's lack of neutrality and unprofessional conduct. *Id.*

The Attorney General concluded that an exclusive contract for reporting depositions between a court reporter and a party is not impermissible, provided it does not infringe on the court reporter's legal duties. However, if the terms of the contract or circumstances render the court reporter an employee of the party or attorney or create a financial interest in the action on the part of the court reporter, the reporter cannot provide the services for the deposition unless all parties waive the disqualification in writing. Second, if a contract provides a discount to a contract party, then charging the other party a higher fee could be deemed an unreasonable fee, and subject the court reporter to discipline. Third, a court

reporter that provides a kickback to parties or their attorneys in return for hiring engages in unprofessional conduct.

### **ETHICS ANALYSIS**

The opinion that you have requested is governed by the Arizona Code of Judicial Administration (hereinafter "A.C.J.A.") § 7-206 (J), which governs the ethics, professionalism, and fees and services of all certified court reporters pursuant to Title 32, Chapter 40 of the Arizona Revised Statutes.

Based on the facts and information you have provided to us, we do not believe that the language of this section prohibits Local Reporters from arranging with National Firms to provide court reporting services in Arizona. However, we believe that certain activities associated with arrangements with National Firms may raise ethical concerns and obligations for Local Reporters.

#### **I. Prohibited Agreements Under the Arizona Code of Judicial Administration.**

The A.C.J.A. § 7-206(J)(1)(g) and (h) set forth the provisions prohibiting Local Reporters from forming particular types of agreements, relationships and arrangements when engaged to provide court reporting services, including with a National Firm.

The A.C.J.A. § 7-206(J)(1)(g) provides:

A person holding a certificate under this section shall not enter into an employment, independent contractor, or agency relationship, which requires the certificate holder to:

(1) Relinquish control in a manner that prevents the certificate holder's monitoring, oversight and review of the preparation, production and distribution of the transcript and copies of the transcript before it is certified and delivered to the custodial attorney;

(2) Relinquish control in a manner that prevents the certificate holder's inspection and copying of records of charges, billings, and invoicing to all parties relating in any way to the reporting of the proceedings or cases and production of the transcript provided by the certificate holder and any products or services ancillary thereto;

(3) Provide special financial terms or other services that are not offered at the same time and on the same terms to all other parties in the litigation;

(4) Give any economic or other advantage to any party, or their attorney, representative, agent, or insurer; or

(5) Expressly or impliedly requires the certificate holder reporting any proceeding or case to perform court reporting services in any other proceeding or case at a specific rate of compensation or compels, guarantees, regulates, or controls the use of particular court reporting services in other proceedings or cases.

This subsection shall not apply to contracts for certified reporting services for the courts, agencies, or instrumentalities of the United States or of the State of Arizona.

A.C.J.A. § 7-206(J)(1)(g)(1)-(5).

Further, A.C.J.A. § 7-206(J)(1)(h) states:

A reporter shall not take a deposition if the certified reporter is:

- (1) A party to the action;
- (2) A relative, employee, or attorney of one of the parties;
- (3) Someone with a financial interest in the action or its outcome; or,
- (4) A relative, employee, or attorney of someone with a financial interest in the action or the outcome. For the purposes of this subparagraph, 'employee' or 'relative' shall not include an employee or relative of the attorney or one of the parties.

(5) An **'employee'** includes a **person who has a continuing contractual relationship, express or implied, with a person or entity interested in the outcome of the litigation, including anyone who may have ultimate responsibility for payment to provide reporting or other court services, and a person who is employed part-time or full-time under contract or otherwise by a person who has a contractual relationship with a party to provide reporting or other court services.** (emphasis added).

Further, A.C.J.A. § 7-206(J)(1)(i) states:

A judicial officer may declare a deposition void if a certified reporter with an association to a matter, as described in this subsection, takes a deposition.

Finally, A.C.J.A. § 7-206(J)(1)(j) states:

The provisions of section 7-206 may not be waived by disclosure, agreement, stipulation or otherwise.

Thus, pursuant to Arizona law as discussed above, Local Reporters cannot enter into an employment, independent contractor or agency relationship, including with a National Firm or Litigation Manager, under or in which a Local Reporter is required or otherwise agrees to:

- relinquish control of a Local Reporter's monitoring, oversight and review of the preparation, production and distribution of transcripts and copies of transcripts before it is certified and delivered to the custodial attorney;
- relinquish control of a Local Reporter's inspection and copying of records of charges, billings, and invoicing to all parties relating to the reporting of

- proceedings, production of transcripts and other products or ancillary services;
- provide special financial terms or other services that are not offered at the same time and on the same terms to all other parties in the litigation;
  - give any economic or other advantage to any party, their attorney, representative, agent or insurer; or
  - expressly or impliedly requires a Local Reporter reporting any proceeding to perform services in any other proceeding at a specific rate of compensation or compels, guarantees, regulates, or controls the use of particular court reporting services in other proceedings.

A.C.J.A. § 7-206(J)(1)(h) prohibits, among other things, an employee of one of the parties from taking a deposition and prohibits an employee of someone with a financial interest in the action or the outcome from taking a deposition in a proceeding. "Employee" also means: (a) a person who has a continuing contractual relationship, express or implied, with a person or entity interested in the outcome of the litigation, including anyone who may have ultimate responsibility for payment to provide reporting or other court services; and (b) a person who is employed part-time or full-time under contract or otherwise by a person who has a contractual relationship with a party to provide reporting or other court services.

## **II. Ethics Concerns With National Firms Providing Instructions to Local Reporters.**

National Firms sometimes provide specific instructions to Local Reporters, including instructions for transmitting and archiving electronic deposition transcript files and other deposition documents, instructions for production and distribution of transcripts, and instructions relating to billing practices and rate schedules. These instructions raise ethical concerns and obligations for Local Reporters.

A.C.J.A. § 7-206(J)(1)(g)(1) expressly prohibits a Local Reporter from relinquishing control of deposition transcript production, stating:

A person holding a certificate under this section shall not enter into an employment, independent contractor, or agency relationship, which requires the certificate holder to:

- (1) Relinquish control in a manner that prevents the certificate holder's monitoring, oversight and review of the preparation, production and distribution of the transcript and copies of the transcript before it is certified and delivered to the custodial attorney.....

A.C.J.A. § 7-206(J)(1)(g)(2) expressly prohibits a Local Reporter from relinquishing control of inspection and copying of records for charges, billings, and invoicing for services, stating:

A person holding a certificate under this section shall not enter into an employment, independent contractor, or agency relationship, which requires the certificate holder to:

- (2) Relinquish control in a manner that prevents the certificate holder's inspection and copying of records of charges, billings,

and invoicing to all parties relating in any way to the reporting of the proceedings or cases and production of the transcript provided by the certificate holder and any products or services ancillary thereto....

A.C.J.A. § 7-206(J)(1)(g)(5) prohibits a Local Reporter that is reporting a proceeding from agreeing to be required to perform court reporting services in any other proceeding at a specific rate of compensation or compels, guarantees, regulates, or controls the use of particular court reporting services in other proceedings.

In addition to these express prohibitions, A.C.J.A. § 7-206(J)(1)(a) and (b) address avoiding impropriety and the appearance of impropriety, and require the exercise of fairness and impartiality. They state, in relevant part:

(a) A certified reporter shall avoid impropriety and the appearance of impropriety in all professional activities.... And

(b) A certified reporter shall exercise fairness and impartiality toward each participant in all aspects of reported proceedings and always offer to provide comparable service to all parties in a proceeding.

With regard to maintaining confidentiality and ensuring the security of information, A.C.J.A. § 7-206(J)(2)(a) states:

A certified reporter shall preserve the confidentiality and ensure the security of information, verbal or written, entrusted to the certified reporter by the court or any of the parties in the proceeding.

The A.C.J.A also sets forth specific requirements for fees charged by Local Reporters. A.C.J.A. § 7-206(J)(3)(a) state, in relevant part:

a certified reporter shall charge all parties or their attorneys in the same action the same price for an initial copy of a transcript. Additional copies purchased by the same ordering party may be charged at a reduced rate provided disclosure is made to all parties involved in the case and the same reduced rate for additional copies is provided to all parties involved in the case. Each party shall be treated as an individual party to the action and is required to purchase an initial copy at the same rate provided to all parties requesting a copy in the same action before they may obtain additional copies at a reduced rate....

A.C.J.A. § 7-206(J)(3)(c), also related to fees, states in relevant part:

A certified reporter shall determine fees independently, except when established by statute or court order, entering into no unlawful agreements with other reporters on the fees to any user.

A.C.J.A. § 7-206(J)(3)(d) states:

A certified reporter shall charge no less than 60 percent more than for an original transcript than what is charged for copies in all cases. The charge for the original transcript includes the per diem paid for the reporter's appearance.

In addition, A.C.J.A. § 7-206(J)(1)(g)(3) and (4) prohibit a Local Reporter from providing special financial terms or other services that are not offered at the same time and on the same terms, as well as giving any economic or other advantage to any party, stating:

A person holding a certificate under this section shall not enter into an employment, independent contractor, or agency relationship, which requires the certificate holder to ... (3) Provide special financial terms or other services that are not offered at the same time and on the same terms to all other parties in the litigation; (4) Give any economic or other advantage to any party, or their attorney, representative, agent, or insurer....

Finally, A.C.J.A. § 7-206(J)(1)(j) prohibits a Local Reporter from circumventing these requirements by stating the following:

The provisions of section 7-206 may not be waived by disclosure, agreement, stipulation, or otherwise.

Taken together, these provisions prevent a Local Reporter from complying with many of the instructions described in this letter given to Local Reporters by National Firms when Local Reporters participate in arrangements with the National Firms and Litigation Managers.

Specifically, the instructions raise the following ethical issues:

**Maintaining Confidentiality and Control of Deposition Transcripts and Other Documents.** Local Reporters must refrain from providing a National Firm with electronic file copies of a transcript of a deposition, such as an ASCII file, that the Local Reporter has prepared in a proceeding. However, as we noted above, National Firms sometimes request or require a Local Reporter to provide electronic files of transcripts without any assurance of security parameters or confidentiality. Providing an electronic copy of a transcript to the National Firm, as an entity that is not a party to the action or proceeding, raises confidentiality and security of information concerns under A.C.J.A. § 7-206(J)(2)(a). In addition, relinquishing control of an electronic file of a deposition transcript may violate A.C.J.A. § 7-206(J)(1)(g)(1), which requires that Local Reporters maintain control of transcript production.

Second, Local Reporters may not surrender to a National Firm all the original exhibits and other documents entrusted to them during a deposition. As we noted above, National Firms often request or require a Local Reporter to ship or mail original exhibits, signed certification pages and signed attorney order forms to the National Firm after a deposition.

Original exhibits from depositions may contain sensitive or confidential information. Relinquishing control of these original exhibits and other documents to the National Firm raises confidentiality and security of information concerns under A.C.J.A. § 7-206(J)(2)(a).

**Deposition Transcript Production and Distribution.** Local Reporters must maintain control of deposition transcript production and distribution, and cannot permit National Firms to take control of production and distribution if it prevents the Local Reporter from monitoring, oversight and review of the preparation, production and distribution of transcripts and copies of transcripts prior to certification and delivery to custodial attorneys. Further, relinquishing control of deposition transcript production and distribution to a National Firm would also violate a Local Reporter's responsibility to maintain confidentiality and ensure the security of information, as required under A.C.J.A. § 7-206(J)(2)(a).

**Providing Ancillary Services.** Local Reporters must maintain fair and impartial practices for offering and providing ancillary services to party litigants. Party litigants may request ancillary services, or National Firms arranging with Local Reporters may request that the Local Reporters provide certain ancillary services at the request of a party litigant at the time the services are to be rendered. To comply with their ethical obligations, Local Reporters must offer ancillary services to all party litigants at the same time and provide any ancillary services at the same cost to all party litigants to exercise fairness and impartiality and avoid the appearance of impartiality in accord with A.C.J.A. § 7-206(J)(1)(a), (b) and (g)(3), as well as to avoid giving any party an economic or other advantage, as prohibited under A.C.J.A. § 7-206 (J)(1) (g)(4).

**Instructions for Billing.** Local Reporters must not relinquish control in a manner that prevents inspection and copying of records of charges, billings, and invoicing to all parties involved for court reporting services, production of transcripts or ancillary services that Local Reporters provide to party litigants and their attorneys. National Firms often request or require that the Local Reporter invoice the National Firm directly, and not invoice the party litigants or their attorneys. This practice raises concerns for two reasons. Under the A.C.J.A., Local Reporters have the obligation not to relinquish control of invoicing. In turn, relinquishing control also may prevent the Local Reporter from ensuring that all party litigants in the same action are being charged the same amount in accord with A.C.J.A. § 7-206(J)(3)(a) and (d) ("A certified reporter shall charge no less than 60 percent more for an original transcript than what is charged for copies in all cases. The charge for the original transcript includes the per diem paid for the reporter's appearance.").

**Pre-determined Billing Rate Schedules.** In addition, Local Reporters must refrain from agreeing to provide court reporting services in any other proceeding at a specific rate of compensation or compels, guarantees, regulates or controls the use of particular court reporting services in other proceedings under A.C.J.A. § 7-206(J)(1)(g)(5). As we noted above, National Firms may attempt to require a Local Reporter to adhere to a particular rate schedule. A Local Reporter must refrain from using a mandatory or pre-determined rate schedule set by National Firms for court reporter services fees, fees for transcripts, fees for copies of transcripts, fees for providing word indexes, and other related deposition services. Under the A.C.J.A. § 7-206(J)(3)(c), a Local Reporter must determine rates independently, except when established by statute or court order. Local Reporters must determine their rates independently of suggestions or requirements from other parties.

**Disclosure of Local Reporter Relationships with National Firms.** Finally, Local Reporters should promptly disclose to all party litigants or their attorneys of any relationship

which may give the appearance of a conflict of interest or partiality, as required by A.C.J.A. § 7-206(J)(1)(e). We noted above that at least one National Firm requested that a Local Reporter present herself or himself as being from the National Firm. A Local Reporter must never misrepresent his or her professional affiliation to any party litigant. In addition, if a Local Reporter has arranged to provide deposition services in connection with a National Firm, the Local Reporter should disclose that relationship to all parties to the litigation, as required by A.C.J.A. § 7-206(J)(1)(e), because such relationship may give the impression of partiality. Once again, this provision does not allow the Local Reporter to circumvent A.C.J.A. § 7-206(J)(1)(j).

### **III. Ethics Considerations With Offers of Incentives to Secure Professional Assignments.**

Paying financial consideration, or giving valuable discounts to National Firms, or the Litigation Managers working with the National Firms, is unethical. A.C.J.A. § 7-206(J)(1)(a) and (c)-(d) discusses impropriety and avoiding its appearance, personal or financial self-interest, and partiality, in the following relevant parts:

(a) A certified reporter shall avoid impropriety and the appearance of impropriety in all professional activities, shall respect and comply with the laws and shall act at all times in a manner that promotes public confidence in the integrity and impartiality of the judicial system.

(c) A certified reporter shall have no personal or financial self-interest in the reporting of a proceeding and shall exercise caution to avoid any appearance of self-interest.

(d) A certified reporter shall be alert to situations that are conflicts of interest that may give the appearance of a conflict of interest or create the appearance of partiality.

A.C.J.A. § 7-206(J)(3)(e)(1)-(5) more specifically discusses avoiding impropriety or the appearance of impropriety as related to gifts, commissions and other financial arrangements related to securing professional assignments, stating:

A certified reporter shall at all times be aware of and avoid impropriety or the appearance of impropriety, which may include, but is not limited to:

(1) Establishing contingent fees as a basis of compensation;

(2) Directly or indirectly receiving of any gift, incentive, reward, or anything of value as a condition of the performance of professional services;

(3) Directly or indirectly offering to pay any commission or other consideration in order to secure professional assignments;

(4) Directly or indirectly giving, for the benefit of employment, any gift, incentive, reward or anything of value to attorneys, clients, witnesses, insurance companies or any other

persons or entities associated with the litigation, or to the representatives or agents of any of the foregoing, except for: (a) Nominal items that do not exceed \$25.00 per transaction and \$100.00 in the aggregate per recipient each year; and (b) pro bono services; and

(5) Entering into any written or verbal financial relationship with counsel, parties of interest or their intermediaries that: (a) Undermines the actual or perceived impartiality of the certified reporter; or (b) Does not provide or offer any private party of interest comparable reporting services in the same proceedings.

As discussed above, A.C.J.A. § 7-206(J)(1)(g)(4) expressly prohibits a Local Reporter from giving any economic or other advantage to any party, attorney, agent or insurer, stating:

A person holding a certificate under this section shall not enter into an employment, independent contractor, or agency relationship, which requires the certificate holder to: ... (4) Give any economic or other advantage to any party, or their attorney, representative, agent, or insurer....

Finally, A.C.J.A. § 7-206(J)(1)(g)(5) expressly prohibits a Local Reporter from entering into agreements that require a reporter to provide court reporting services in another proceeding at a specific rate of compensation or controls the use of particular court reporting services in other proceedings, stating:

A person holding a certificate under this section shall not enter into an employment, independent contractor, or agency relationship, which requires the certificate holder to: (5) Expressly or impliedly requires the certificate holder reporting any proceeding or case to perform court reporting services in any other proceeding or case at a specific rate of compensation or compels, guarantees, regulates, or controls the use of particular court reporting services in other proceedings or cases.

Taken together, these provisions prevent a Local Reporter from participating in several incentives to secure professional assignments offered by National Firms.

Local Reporters should not agree to pay "referral fees," or any other type of valuable consideration, to a National Firm in exchange for securing professional assignments. As we noted above, a National Firm has offered a Local Reporter to participate in an "Affiliate Networking Agreement," wherein a Local Reporter pays a 10% referral fee to the National Firm in exchange for securing a professional assignment. This activity offends a Local Reporter's ethical obligation under A.C.J.A. § 7-206(J)(3)(e)(4) and (5).

Local Reporters must also refrain from offering discounted rates in exchange for securing professional assignments. As noted above, a National Firm has offered a Local Reporter to participate in a "Court Reporting Program" whereby the National Firm "hopes" that a Local Reporter would quote discounted rates, while highlighting to the Local Reporter

that she or he may realize an increase in future work. This activity offends a Local Reporter's ethical obligations because, in effect, the Local Reporter is giving a valuable discount to a company or entity for the benefit of employment, as prohibited by A.C.J.A. § 7-206(J)(3)(e)(4) and (5) as well as A.C.J.A. § 7-206(J)(1)(g)(4) and (5).

### CONCLUSION

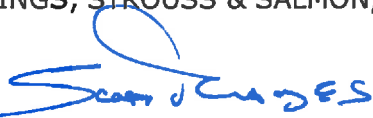
A.C.J.A. § 7-206(J) does not prohibit Local Reporters from arranging with National Firms to provide court reporting services in Arizona as independent, neutral parties, on a matter-specific basis. However, certain activities associated with such arrangements with National Firms, as described above, are unethical in Arizona.

Local Reporters must ensure that a National Firm or Litigation Manager does not influence or maintain any control over the Local Reporter's practices and procedures for providing court reporting services. Local Reporters must further refrain from entering into any type of agreement with a National Firm or Litigation Manager that may operate to deem the Local Reporter an "employee" of a party to a proceeding, a person with a financial interest in the action or outcome, or any person who has a contractual relationship with a party to provide court reporting services. Local Reporters must preserve confidentiality and refrain from any agreement that induces them to share confidential information with a third party or place confidential information in jeopardy of unauthorized disclosure.

When arranging with National Firms to provide court reporting services on a matter-specific basis at the request of party litigants or their attorneys, Local Reporters must refrain from entering into or participating in any arrangement with a National Firm that includes, in whole or in part, any of the attributes that we have opined herein are prohibited under Arizona law.

Very truly yours,

JENNINGS, STROUSS & SALMON, P.L.C.



By

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