

1 **BEFORE THE PUBLIC UTILITY COMMISSION**
2 **OF OREGON**

3 **UT 125**

4 In the Matter of

5 QWEST CORPORATION, fka
6 U S WEST COMMUNICATIONS, INC.,

7 Application for Increase in Revenues.

**QWEST CORPORATION'S RESPONSE
IN SUPPORT OF MOTION PURSUANT
TO ORS 9.350 TO PROVE AUTHORITY
OF COUNSEL**

8 Qwest Corporation ("Qwest") respectfully submits this response in support of its Motion
9 Pursuant to ORS 9.350 to Prove Authority of Counsel (the "Motion").

10 Qwest's Motion established reasonable grounds to require Mr. Patrick and Mr. Pikel
11 (together, "Counsel") to demonstrate their authority to represent NPCC and its PSP members.
12 Counsel's Reply expressly admits, or otherwise concedes, the key facts stated in the Motion.
13 Specifically: (1) Counsel represent individual PSPs in this proceeding, as they have admitted on
14 many occasions, including Mr. Patrick's service information disclosure as of September 2023;
15 (2) Mr. Patrick sued two of his PSP clients and then claims to have "acquired" those PSPs'
16 claims in this matter, in direct violation of Oregon's ethical rules; (3) most, if not all, of their
17 PSP clients no longer exist, and Counsel cannot communicate with them; and (4) Mr. Patrick
18 was ordered by an Oregon federal court to withdraw from representing one of these PSPs—both
19 because he violated his professional responsibilities by acquiring its claims *and* by continuing to
20 represent the defunct PSP after losing the ability to communicate with it—and the Oregon
21 Supreme Court suspended his bar license for these actions. It is also regrettably clear that
22 Counsel would never have disclosed these highly troubling facts but for Qwest's Motion.

23 Instead of responding to—much less disputing—these facts, Counsel make unfounded
24 accusations about Qwest and its counsel and carry on about irrelevant issues, all in an attempt to
25 misdirect the Commission from the straightforward issues raised in Qwest's Motion. They also
26

1 brazenly suggest that Qwest somehow waived its right to challenge their authority because they
2 had succeeded in hiding their misconduct for many years, even after the State Bar Disciplinary
3 Board made abundantly clear to Mr. Patrick that this is sanctionable behavior. Counsel further
4 wrongly claim the Commission is powerless to address this continued parade of ethical
5 indiscretion and lack of client authority.

6 In short, Qwest established reasonable grounds under ORS 9.350 for the Commission to
7 require Counsel to demonstrate they are authorized to represent the interests of NPCC and its
8 PSP members and may do so in conformance with their professional responsibilities. And the
9 Commission plainly has the power, and the duty, to undertake this inquiry.

10 **A. Mr. Patrick and Mr. Pikel do not even address their authority to represent**
11 **any PSP with an interest in this proceeding.**

12 Qwest's Motion demonstrated that many of Counsel's purported PSP clients are defunct.
13 Motion at 9-10. Conspicuously, their Reply does not dispute this point. Further, Counsel never
14 address their authority to serve as attorney for, or represent the interests of, any PSP. That is,
15 they do not assert or offer any evidence that a duly qualified person currently authorizes them to
16 represent any of the PSPs they purport to represent here. As Judge Brown held in the *Harlow*
17 matter, Counsel cannot continue to litigate on behalf of a purported client that has not consented
18 to the ongoing representation. *See* October 31, 2017, Order in *Communication Management,*
19 *LLC v. Harlow* ("*Harlow*") (Motion, Attachment A at 12; "At the time that Patrick lost contact
20 with Davel's representative, he should have moved to withdraw from continuing to represent
21 Davel."). Either Counsel must offer competent evidence demonstrating that they remain
22 currently authorized to represent NPCC's PSP members that they have identified as their clients
23 and who are the parties interested in this proceeding, or they must withdraw. *See id.*

24 Instead of addressing this threshold issue, Counsel simply assert that their only client here
25 is the PSPs' trade association, NPCC. But this belated assertion directly contradicts Counsel's
26 repeated representations to the Commission that the individual PSPs are their *clients*, and it is

1 beyond dispute that they are proceeding on the specific PSPs' behalf in this matter. *See*, Motion
2 at 4-5 (listing examples).

3 Counsel also argue (in their Jan. 30, 2024 letter) that the fact that their purported clients
4 may "have died or gone out of business or there is no successor" does not matter. According to
5 Counsel, they may continue litigating without a client because the law would determine how to
6 distribute money owed to decedent's estates or to defunct companies. This argument is a red
7 herring. Qwest's Motion is not concerned with the proper disposition of abandoned property.
8 The Motion concerns Counsel's lack of authority to serve as attorneys for PSPs who no longer
9 exist, cannot communicate with their purported counsel, and therefore cannot authorize this
10 representation. This lack of authority is a sufficient reason to require Counsel's withdrawal,
11 entirely apart from their disqualifying conflicts of interest discussed below.

12 **B. Mr. Patrick admits he "acquired" the claims of two PSPs in violation of the**
13 **Rules of Professional Conduct.**

14 Mr. Patrick admits that he "owned the claims of NSC and Deval [sic] in this case at one
15 time." Reply at 16, fn. 3. Acquiring any ownership interest in the PSPs' claim, if effective,
16 violated ORPC 1.8(i) and required Mr. Patrick to withdraw from representing those entities
17 under ORPC 1.16—just as he was ordered to do in the *Harlow* matter. *Harlow* at 13; ORPC
18 1.8(i) ("A lawyer shall not acquire a proprietary interest in the cause of action or subject matter
19 of litigation the lawyer is conducting for a client, except that the lawyer may: (1) acquire a lien
20 authorized by law to secure the lawyer's fee or expenses; and (2) contract with a client for a
21 reasonable contingent fee in a civil case."); RPC 1.16 ("[A] lawyer shall not represent a client or,
22 where representation has commenced, shall withdraw from the representation of a client if: (1)
23 the representation will result in violation of the Rules of Professional Conduct or other law.").

24 In the Reply, Mr. Patrick claims that his undisclosed ethical violations can be overlooked
25 because "he assigned [those claims] to the other NPCC members pro rata." Reply, fn. 3. Not so.
26 Allowing Mr. Patrick to circumvent the rules in such a manner would denigrate their core

1 purpose: “to protect the public and the integrity of the profession.” *In re Conduct of Sanai*, 360
2 Or 497, 537 (2016). In any event, Counsel provide no evidence of such assignments, and do not
3 say when they occurred, who authorized the other PSPs to receive such assignments, what
4 consideration was given by whom, or who now owns the claims of the recipients—whether it is
5 Mr. Patrick, Mr. Pikl, an entity in which they have an interest, or someone else. Moreover, Mr.
6 Patrick’s sworn deposition testimony from 2020 states that Mr. Patrick’s law firm assigned the
7 interest in Davel’s claims that he acquired through litigation to an entity in which Mr. Patrick
8 owns 60 percent and Mr. Gaines owns 40 percent.¹ Further, despite Mr. Patrick’s claim that he
9 assigned NSC’s claims to other PSPs, former counsel Richard Gaines claims that *he* owns NSC’s
10 claims. Motion at 8, fn 12. Regardless of any alleged assignment, by acquiring any claims in a
11 manner adverse to his clients, Mr. Patrick violated his ethical responsibilities and was required to
12 withdraw from representing the clients in all matters—consistent with *Harlow* and the State Bar
13 Disciplinary Board’s findings.

14 During any period when Counsel owned the claims of Davel and NSC and purported to
15 represent their interests *and the interests of other PSPs* in this proceeding, Counsel engaged in
16 additional violations of his professional responsibilities. Mr. Patrick may have elevated the
17 interests of Davel and NSC (whose claims he “owned”) over the interest of any other PSPs
18 (whose claims he did not own) and who are not even able to object. *See* ORPC 1.7 (prohibiting
19 an attorney from representing a client “if the representation involves a current conflict of
20 interest” which exists if “there is a significant risk that the representation of one or more clients
21 will be materially limited by the lawyer’s responsibilities to another client, a former client or a
22 third person or by a personal interest of the lawyer.”); *see also In re Conduct of Kluge*, 335 Or.
23 326, 335 (2003) (“[T]he disciplinary rules governing conflicts of interest are based upon the
24 concern that, when a lawyer undertakes the representation of a client with interests differing
25

26 ¹ *See* Deposition of Franklin G. Patrick, Jan. 30, 2020, at 114-16 (Exhibit A at 2).

1 from the interests of the lawyers or the lawyer’s other clients, the lawyer’s judgment might
2 become impaired or the lawyer’s loyalty might become divided.”) (internal citations omitted).
3 Personally owning these claims for any period of time required Mr. Patrick to withdraw from
4 representing the interest of *any* other PSP—and NPCC—in this proceeding. He did not do so.²

5 Counsel try to wave away these ethical violations by likening their financial enmeshment
6 in these proceedings to a contingent fee arrangement. *See* Reply at 16. But the Oregon Rules of
7 Professional Conduct are clear: while an attorney may “contract with a client for a reasonable
8 contingent fee in a civil case,” the attorney “shall not acquire a proprietary interest in the cause
9 of action or subject matter of litigation the lawyer is conducting for a client.” ORPC 1.8(i). Mr.
10 Patrick’s conduct is on the wrong side of the line, as Judge Brown already found. By acquiring
11 these claims, Mr. Patrick was conflicted from representing *any* of the PSPs, regardless of any fee
12 arrangement. Counsel’s suggestion that Qwest should just pay them all the refund money and let
13 them sort out how it is divided—whether as attorneys’ fees or refunds—does not cure this
14 conflict; it only highlights the conflict.³ Indeed, Qwest’s Motion is the only reason why Counsel
15 have finally disclosed these ethical violations to the Commission.

16 **C. The Commission may inquire into Counsel’s authority to represent the PSPs.**

17 Unable to dispute the material facts in Qwest’s Motion, Counsel argue that the
18 Commission lacks any authority to police the conduct of an attorney appearing before it, even if
19 such appearance is in flagrant violation of the Oregon Rules of Professional Conduct. They also
20 assert that Qwest lacks standing to raise these questions, and that only their purported clients—

21 ² To the extent Mr. Pikl assisted Mr. Patrick with any of this history, he also violated RCP 8.4.
22 (“It is professional misconduct for a lawyer to: (1) violate the Rules of Professional Conduct,
23 knowingly assist or induce another to do so, or do so through the acts of another.”). Moreover, if
24 Mr. Pikl equally is unable to communicate with the same defunct clients and prove his authority
as counsel, he should likewise withdraw from representing them.

25 ³ *See, e.g.*, NPCC’s Proposal for Proceeding filed Nov. 7, 2023, arguing Qwest should be ordered
26 “to pay refunds to NPCC, on behalf of NPCC members”, and letter dated Jan. 30, 2024, asserting
“NPCC has also offered to be the repository of refund monies to be paid by Qwest, and will
distribute them to their appropriate owners....”

1 the deceased or defunct clients they are unable to contact—may “voice[] any concern” about
2 Counsel’s “debilitating conflict of interest.” Reply at 17. Once again, Counsel are wrong.

3 First, the Commission’s own regulations require that “[a]ll persons appearing in
4 proceedings in a representative capacity must conform to the standards of ethical conduct
5 required of attorneys appearing before the court of Oregon. If a person does not conform to these
6 standards, then the Commission may decline to permit the person to appear in a representative
7 capacity in any proceedings.” OAR 860-001-0310(1). Counsel present no authority to the
8 contrary. If Counsel’s appearance in this matter is not authorized by their purported clients or
9 does not otherwise comply with the Oregon Rules of Professional Conduct, they cannot appear.

10 Second, Counsel do not dispute that the statutes governing legal practice in Oregon, ORS
11 9.310 *et seq.*, apply to Commission proceedings—nor could they. These statutes clearly allow
12 Qwest, as an adverse party, to challenge Counsel’s authority to represent NPCC and the PSPs’
13 interests in this proceeding. ORS 9.350 expressly permits any *party* to make a motion requiring
14 “the attorney for an adverse party to prove the authority under which the attorney appears.” *See*
15 *also Harlow* (disqualifying Mr. Patrick upon adversary’s ORS 9.350 motion). Counsel’s
16 assertions about standing are unfounded.

17 Third, Counsel’s reliance on *Kidney Assn. of Oregon, Inc. v. Ferguson*, 315 Or 135
18 (1992), in an attempt to neuter the Commission’s ability to police the conduct of lawyers
19 appearing before it, is badly misplaced. *Kidney Assn.* simply recognizes that the Supreme Court
20 and the Disciplinary Board appointed by it have the exclusive power to issue “a sanction for
21 disciplinary rule violations.” *Id.* at 148. But Qwest is not requesting that the Commission
22 *sanction* Counsel for a disciplinary rule violation—it is not requesting a fine, suspension or
23 disbarment. Qwest is simply asking the Commission to require Counsel to prove they are
24 currently authorized by their purported clients to appear and that such appearance comports with
25 the ethical rules. This inquiry is authorized by statute and the Commission’s own regulations,
26 and is one that tribunals other than the Oregon Supreme Court routinely perform. *See, e.g.,*

1 *Harlow; Collatt v. Collatt*, 99 Or App 463, 466 (1989) (disqualifying attorney whose appearance
2 violated ethical rules governing conflicts of interest).

3 In essence, Counsel contend that even if their appearance in this proceeding is not
4 authorized or otherwise flagrantly violates the Oregon Rules of Professional Conduct, the
5 Commission is powerless to stop them. They are wrong. Qwest has the authority to raise this
6 issue, and the Commission has the responsibility to address it. If Counsel fail to prove that their
7 appearance is duly authorized, the Commission must disqualify them.

8 **D. Counsel’s waiver defense is meritless.**

9 Most desperately, Counsel assert that their authority to act on behalf of defunct or
10 deceased clients cannot be challenged now because Qwest did not raise this issue before or in the
11 other cases in which Counsel has pursued the same refund damages. But to state the proposition
12 shows it is nonsensical. Indeed, the ethical conflict the Disciplinary Board found against
13 Mr. Patrick for which it suspended his license—suing his own client to obtain a personal interest
14 in a claim—is itself a non-waivable conflict. *See* ORPC 1.8(i). And even if a challenge to the
15 authority of counsel could be waived, Qwest did not waive anything because it was not aware of
16 Counsel’s disdainful conduct until recently.⁴

17 “A waiver is an intentional relinquishment or abandonment of a known right or
18 privilege.” *State v. Meyrick*, 313 Or 125, 132 (1992). Here, Qwest did not know of Mr. Patrick’s
19 “acquisition” of his purported clients’ claims, or the defunct status of Counsel’s purported
20 clients, until shortly before it filed the Motion. And it did not intentionally abandon or relinquish
21 anything. Once Qwest learned of the facts underlying its Motion, it promptly raised the issue
22 with the Commission at the November 8, 2023 prehearing conference and in a November 14,
23 2023 letter. Later that day, the Commission stated in a Memorandum that “Qwest will have the

24 ⁴ Counsel anticipate the obvious concern that their clients’ claims are barred by prior litigation
25 where they unsuccessfully sought the same refunds under the same theories. While Qwest
26 intends to raise this issue at the appropriate time, it has not yet done so in the remand proceeding.
The Commission should ignore this and the many other irrelevant arguments in the Reply.

1 opportunity to raise these issues after I issue a prehearing conference memorandum.”⁵ Qwest
2 conducted further investigation and then filed the Motion establishing “reasonable grounds”
3 under ORS 9.350.

4 Counsel’s waiver argument fails to deflect from their own lack of candor. Mr. Patrick
5 failed to disclose that he had “acquired” the interests of any PSPs in violation of the ethical rules,
6 that he had been forced to withdraw from the *Harlow* case due to his ethical violations, and that
7 his law license was suspended because of those violations while he continued pursuing relief
8 here. Based on Counsel’s admitted inability to communicate with deceased and defunct clients,
9 Judge Brown’s 2017 decisions in *Harlow*, and Mr. Patrick’s Disciplinary Board proceedings,
10 Counsel have long known of their lack of authority and the ethical lines they have crossed in this
11 proceeding. That Counsel’s unauthorized and ethically compromised conduct endured for many
12 years before Qwest learned of it cannot have the perverse result of *excusing* such conduct.

13 CONCLUSION

14 The Commission should order Mr. Patrick and Mr. Pikel to prove the authority under
15 which they are appearing in this action on behalf of PSPs as requested in the Motion.⁶ Qwest
16 further requests the Commission continue to stay these proceedings until Mr. Patrick and Mr.
17 Pikel prove such authority.

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19
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21
22 ⁵ <https://edocs.puc.state.or.us/efdocs/HDA/ut125hda16180.pdf>.

23 ⁶ The Motion outlined the factual showing Counsel should be required to make. In response,
24 Counsel suggest a much more limited showing, relating only to NPCC and not the PSPs, and that
25 they be permitted to make it *in camera*. It would not be appropriate to shield this showing from
26 Qwest whose rights are affected by Counsel’s lack of authority; however, Counsel may request
an “attorneys’-eyes only” protective order for such information if they desire. And in view of the
many contradictions in Counsel’s statements they should be required to make these showings
under oath.

1 DATED: February 20, 2024

2
3 **PERKINS COIE LLP**

4 By: /s/ Lawrence Reichman

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11 Representing Qwest Corporation

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BE IT REMEMBERED THAT, the deposition of		Page 5
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2	FRANKLIN G. PATRICK was taken in behalf of the Oregon State Bar before Shellene L. Iverson, Certified Shorthand Reporter in and for the state of Oregon, commencing at the hour of 7:58 AM on the 30th day of January 2020, at the law offices of Harrang Long, 1050 Southwest Sixth Avenue, Suite 1600, in the city of Portland, state of Oregon.	
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9		
10	APPEARANCES	
11	For the Oregon State Bar:	
12	Ms. Courtney C. Dippel	
13	OREGON STATE BAR	
14	PO Box 231935	
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18	For the Respondent:	
19	Mr. Arden J. Olson	
20	HARRANG LONG GARY RUDNICK, PC	
21	497 Oakway Road, #380	
22	Eugene, Oregon 97401	
23	(541) 485-0220	
24	arden.j.olson@harrang.com	
25	Also Present:	
	None	

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1 by breaching their fee agreement to us -- to me. And
2 I pled that we were entitled to the reasonable value
3 of the judgment. It includes that as well. It was
4 joint and several. And for costs and disbursements.
5 Q. You obtained a money judgment against Davel;
6 correct?
7 A. That's correct for \$375,000 plus a hundred and
8 -- I think \$1538. You had to go through this. It's a
9 little complicated to get all those things added
10 together, but, yes, no question about it.
11 Q. And what was the \$375,000 based on?
12 A. That was based on the reasonable value of the
13 services rendered to date as allocated or apportioned
14 from all of the fees, all the hours to just Davel
15 Communications.
16 Q. And what happened after you obtained the
17 default judgment against Davel?
18 A. I don't know what you mean.
19 Q. What happened in the case?
20 A. Okay. Which case? This case?
21 Q. The Washington County case, yes.
22 A. I -- I don't know. You're going to have to
23 ask me a better question than that. I can't -- I
24 can't answer your question.
25 Q. Did you purchase Davel's claims?

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1 A. Oh, yes. I'm sorry. Yeah.
2 Q. Tell me about that.
3 A. Well, we advertised as required by law. We
4 went to the sheriff's sale, paid the money to get that
5 all done, and we obtained the rights to the judgment
6 against CL, PC. And then it was assigned to Davel
7 Phonetel, LLC, as I recall.
8 (Deposition Exhibit No. 9 was marked.)
9 THE WITNESS: I'm looking at Exhibit 9?
10 BY MS. DIPPEL:
11 Q. Yes.
12 A. Okay.
13 Q. Do you recognize Exhibit 9?
14 A. I believe so, yes.
15 Q. What is this?
16 A. It is a sheriff's return of writ.
17 Q. And what does a sheriff's return of writ
18 represent?
19 A. Well, it's a legal procedure whereby the
20 sheriff reports to the court, as I recall, the result
21 of a sheriff's sale.
22 Q. And this return of writ states that your law
23 firm, Corporate Lawyers, PC, purchased Davel's claims
24 as described in the writ for \$500; is that correct?
25 A. That's correct.

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1 Q. What did you do after you purchased Davel's
2 claims?
3 A. I acceded to the ownership of that claim in a
4 litigation.
5 Q. What do you mean by that?
6 A. I took the position, okay, that Davel, LLC,
7 the entity that -- that -- excuse me -- Davel
8 Phonetel, LLC, owned the claims of Davel.
9 Q. Well, did you transfer the claims to that LLC?
10 A. Yeah. That's -- that's what -- I think I said
11 that to you, but maybe I didn't.
12 Q. Did you have an ownership interest in the LLC?
13 A. Yes.
14 Q. What was your ownership interest?
15 A. 60 percent.
16 Q. Who held the other 40 percent?
17 A. 40 percent to Richard Gaines.
18 Q. And Mr. Gaines, had he represented Davel as a
19 client?
20 A. He assisted in the legal work. Did he
21 represent Davel as an attorney of record here? Only
22 in the PUC matters would he be considered that way,
23 but he -- he represented Davel in the appeals.
24 Q. Who managed the LLC?
25 A. I believe I did. And then --

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1 Q. Okay.
2 A. Hang on. And I believe that Mr. Jones did,
3 Charles W. Jones.
4 Q. Well, when did you manage the LLC?
5 A. Well, I created it. And so I guess there's a
6 period of time in which you do some management. And I
7 think one of the things is that I appointed Mr. Jones
8 as the manager.
9 Q. And when did you appoint Mr. Jones as the
10 manager?
11 A. Shortly after creating it and after the
12 transfer to the -- to the entity.
13 Q. And that's the same Charles Jones who had
14 taken an assignment of Davel's interest in the legal
15 malpractice lawsuit?
16 A. In fact, that's one of the reasons why we did
17 that, yeah -- I did that.
18 Q. Have you ever satisfied any aspect of your
19 money judgment against Davel?
20 A. Not that I can recall right now.
21 Q. I think you testified earlier that Tammy
22 Martin authorized the filing of the legal malpractice
23 action against Brooks Harlow and Miller Nash --
24 A. Yes.
25 Q. -- is that correct?

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1 A. My only remorse was I ever took this case.
 2 The long and short of it is, it has been
 3 10 years of my life. It's 20 percent of my practice
 4 of law as a lawyer. Okay? And for it to end this
 5 way, okay, I find to be a tragedy.
 6 But the long and the short of it is, if I
 7 could have done something different, I would have done
 8 something different. I think that I did -- I think I
 9 went probably further than most lawyers would go. I
 10 did my best to take care of these claims for Davel and
 11 NSC as well.
 12 Q. Okay. Mr. Patrick, this is my one and only
 13 opportunity to ask you any questions; so I just want
 14 to know if there's anything else that you want me to
 15 know as we move forward in this proceeding.
 16 A. What I'd like the bar to know? I believe that
 17 the bar imposes an obligation for us to diligently
 18 represent our clients. And I've had some clients I
 19 didn't want to work for. But I diligently represented
 20 them right to the end as best I could, and I believe I
 21 did so here.
 22 Q. You do understand that the rules allow you to
 23 terminate representation; correct?
 24 A. I under- -- I understand that, but you still
 25 have to represent a client when you've got them. And

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1 I think I've always had a client. I think I just lost
 2 who the voice of that would be, and I'm not even sure
 3 I lost who it was. I think it's -- I don't understand
 4 what happened to Tammy Martin.
 5 Q. Have you -- since the bar complaint was filed
 6 against you, have you made any efforts to locate Tammy
 7 Martin?
 8 A. I -- I viewed that as potentially being a
 9 wrong thing to do; so I don't believe that I have
 10 tried. I may have made one phone call to see if --
 11 her phone still answered. And I'm not even sure I did
 12 that.
 13 Q. Okay. Why do you think it would be wrong for
 14 you to contact a former client contact?
 15 A. I'm not -- I don't know how the bar views
 16 things. I mean, I'm at a point where I've been
 17 blind-sided by this.
 18 Q. Okay. Well, just for the record, I originally
 19 set this for January 21st, and you and your lawyer
 20 graciously accommodated my request to reset it to
 21 today and you both accommodated my request to start
 22 early at 8:00 AM. So on behalf of the bar, I very
 23 much appreciate your professionalism and your
 24 accommodation of my schedule.
 25 A. Thanks.

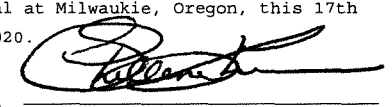
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1 MS. DIPPEL: Okay. Thank you,
 2 Mr. Patrick. That's all I have.
 3 THE WITNESS: Okay. You're welcome.
 4
 5 (The deposition concluded at 12:22 PM.)
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C E R T I F I C A T E

1 STATE OF OREGON)
 2 County of Multnomah) ss. **ORIGINAL**
 3
 4 I, Shellene L. Iverson, a Certified Shorthand
 5 Reporter for the State of Oregon, do hereby certify
 6 that FRANKLIN G. PATRICK appeared before me and was
 7 sworn at said time and place set forth in the caption
 8 hereof.
 9 At said time and place I reported in stenotype all
 10 testimony adduced and other oral proceedings had in
 11 the foregoing matter; that thereafter my notes were
 12 reduced into the typewritten transcript; and the
 13 foregoing transcript, pages 6 through 180, both
 14 inclusive, is a true and correct transcript of my
 15 original stenographic notes.
 16 I also certify I am not a relative or employee of
 17 any attorney/counsel employed by the parties hereto or
 18 financially interested in the action.
 19 IN WITNESS WHEREOF, I have hereunto set my hand
 20 and affixed my seal at Milwaukie, Oregon, this 17th
 21 day of February 2020.
 22
 23
 24
 25


 Shellene L. Iverson
 Certified Shorthand Reporter
 Certificate No. 03-0386
 Certificate Expires: 9/30/21

