



December 25, 2021

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Re: Response to Demand for Retraction, Correction, and Apology
Counter-Notice to Affirmatively Preserve and Not Delete

Dear Mr. Hunt:

Thank you for your letter. Reporters for many, many years now have been looking for a way to be heard, for ways to uncover truths going on in our profession's industry that affect all of us as American consumers, and **for ways to stop it**. Your client facilitated in providing exactly that beginning on Friday, December 10, 2021. Previous attempts to use aliases or speak through others using their own parroted voice were clearly mostly ineffective with regard to grabbing reporters' attention. However, "Sarah Fielding" won the show. Of all the posts I've seen out there that talk about advocacy and what we as reporters can possibly do for consumers and for our profession in gaining attention, our own posts have been hands down **unparalleled** compared to what your client did in deciding to insert themselves "incognito" into the steno advocacy lives of our private Facebook group, *Stenonymous*.

I have taken the time to screenshot the entire post and subthreads, and I will include them at the end of this PDF as an attachment to this letter. If you were to read and attempt to digest all 193 comments, my estimation is that it will maybe take you approximately an hour to read through and understand the gravity of the situation. It appears you have not represented this client for an extended period of time, but I have no doubt that your extensive legal experience will have you taking notes with regard to your client's own continued damaging behavior with regard to Naegeli's reputation.

Consumer advocacy is an interesting animal. The Consumer Bill of Rights pushed for by John F. Kennedy established four basic rights: **the right to safety, the right to be informed, the right to choose, and the right to be heard**. My layman's understanding is that it also includes **the right to have problems corrected, the right to consumer education, and the right to service**. I am certainly not well-versed in all of these things so as to portray myself as some sort of legal expert by any means, but my understanding is also that one of the key federal consumer protection statutes at play includes the Federal Trade Commission Act.

I know that Christopher Day made it clear in his reply to your legal demand that with the focus generally being on larger corporate corruption involving collusion and some other extremely serious issues going on in our industry, your client was such a minor and unrelated part of that that they have not up until now been on the radar concerning those particular issues. Perhaps that's been an oversight on the part of general stenographic advocacy efforts on behalf of our profession and, ultimately, the consumer. ***(If I didn't state it earlier, stenographic advocacy IS consumer advocacy. All the way. As impartial guardians of the record and Officers of the Court, we have an ethical duty to ensure that the due process rights of every American citizen, including you and I and each of our family members, are upheld through the verbatim transcripts that we prepare and certify and that are then sent out by court reporting agencies who are bound to uphold the same ethical and legal standards that the court reporters themselves are. This also would include the impartial and ethical billing of same to the end client(s). More about that will be addressed in my Answer to your Complaint, in my affirmative defenses, and in my Counter-Complaint.)*** Perhaps if stenographers were lawyers who practiced in this area, we would have understood some of that in greater detail from the outset regarding FTC violations and the like. Alas, we are not.

We are, however, collectively and individually steadfast and resolved in matters involving, as you have pointed out in your letter to me, **unethical practices and fraud**. We have a national professional avenue for dealing with the unethical behavior(s) related to the actions of agency owners, and that has been my own personal focus with regard to Naegeli from my outset. We also have state regulatory boards that hold agency owners responsible for their actions, and if I were to get so lucky as to have you actually file suit against me so that I could subpoena not only present and former employee testimony but also transcripts, invoices, and all of the corresponding materials related to each transaction, I believe I not only would have a successful counter-suit but would have enough information for reporters who have been harmed to file their own class action suit so that they could recover their losses as well as damages. But I'm speaking out of turn, because I am not a lawyer, and I don't believe I completely understand the full magnitude of what those subpoenas could uncover. I do believe as a layperson I would at the very least call it a treasure trove, however.

By the way, as the second subject line of this letter indicates, I would like to put your client on notice that they are to take all steps to preserve all physical and electronic documents, materials, information and data, including without limitation all emails, text messages, instant messages, private messages, direct messages, blah-blah-blah, and also with regard to backup tapes, cloud storage, paper documents, blah-blah-blah – don't get rid of anything having to do with transcripts submitted to your agency by the reporters, and don't get rid of anything having to do with the corresponding transcripts submitted to the attorneys, as well as the invoices to the attorneys for same and also the payment information and details that went to the reporters for same. That would also include any correspondence with any of the reporters regarding not getting paid for all of the pages they submitted and at the rates that were agreed to and any correspondence to and from any attorneys who inquired/complained/disputed the invoice and charges they were asked to pay. Any documentation of phone calls made by Marsha or

others to reporters, or any other office staff documentation of Marsha's instructions regarding what to tell those reporters, including telling them that they won't be paying them for all of the pages that they submitted for X, Y, and/or Z reasons will be included in that. Specifically don't get rid of **any** correspondence with **anyone** regarding a deposition I personally took for Naegeli Deposition & Trial on January 12, 2018, including the transcript that I sent them, the final formatted/reformatted transcript that the attorneys received, the number of pages of the body of the transcript the attorneys were charged for versus the number of pages I certified when I signed my name on my formatted transcript per the guidelines I agreed to certify as the certified reporter of the FINAL original certified transcript and that I in good faith invoiced Naegeli for.

The question by me will be asked: "What have you gotten rid of," so hopefully you will advise your client that the answer to that should be "Nothing" so that we don't have to play the excuse game as to why they don't have it all. Or an unethical game where they think they can dance around the questions of "I didn't understand that was something I couldn't get rid of." They should keep it all.

You are also put on notice that any fake profiles or profiles in other people's names where that account name has been directed to parrot the information from someone at Naegeli should also be kept. This will include any and all private/direct messages that "Sarah Fielding" stated she received about some of us individually and all of us collectively in the Stenonymous group, as alleged in her comments in her own post in that private group. The fake profiles/accounts being used to either type directly their own words or where they directed the owner of the account to parrot the words of your client include but are not limited to Margaret Golden, StenoQueen, Sarah Fielding, and TitsMcGee.

You are also put on notice for your client to not get rid of any correspondence had, preliminary or otherwise, with stenographic students by anyone in your client's office, including phone calls, emails, text messages, private messages, written letters, interoffice memos, including but not limited to discussions regarding steno schools drying up, stenography being too hard, and offers to come be a "digital reporter" for your client in lieu of performing the job by stenographic means. The same goes for any stenographer, in state or out of state, who has called your client to inquire about stenographic workload opportunities in your client's area and where they were told that there are no jobs for stenographers in those states in the Pacific Northwest, or words to that effect, as stenography is no longer used to make the legal record in any or all of those areas (including Oregon and Washington). And the same goes for any person who answers or has answered an older or recently altered ad on Ziprecruiter and/or other national job placement services boards or other job boards or inquiries regarding jobs for your client that are meant to hire them into a position of a digital tape-recording person and specifically or generally about how they are to work around in their wording to the attorney clients the fact that they are not actually a stenographer. Or that they cannot read back. Et cetera, et cetera, blah-blah-blah. Also if any of them, in the past or recently, even if it was more than a decade ago, were sent out to do the job of a digital tape-recording person but were sent with a steno machine to set up in front of them so as to portray themselves by silent recognition as a "court reporter"/stenographer. Also any information in your office about hiring people from other countries

(Tanzania and Mozambique are two that come to mind) to place mass positive reviews on sites where Naegeli does not have the ability to either delete or have any other way to otherwise “bury” the true negative reviews that consumers and others have placed there regarding Naegeli. I believe that would be called misrepresentation, but I guess I’d need a lawyer (or I guess just a judge) to tell me whether any claims of unethical behavior or fraud with regard to that would be valid. Oh, and I’ll need to subpoena the documents relating to any guidelines or instructions your client gives to the people I will for now call “office staff” about how to reformat the stenographic and digital transcriptionists’ transcripts before being sent to the client, and I will need to subpoena all corresponding records with regard to how many pages the digital transcriptionists are paid for compared to how many in the body of the transcript the attorneys are being charged for also, because if the transcriptionists are being paid for a lesser number of pages than the attorneys are being charged for, that could also be important. Just shooting from the hip here, but even if it’s not out and out fraud, I cannot imagine how that’s not unethical.

All of those things will be needed in order for me to prove up that any statements I have made, alluded to, and/or posited as possibly true are **not** done to harm Naegeli’s business, reputation, or opportunity to make an honest dollar but are done, rather, to **resolve all consumer harm** caused by your client’s actions, inactions, and/or temporary or routine business practices. It also possibly could be used to remedy the harm done to reporters like myself who have taken jobs for Naegeli in the past, remedy harm done to digital tape-recording people hired, others who have been hired to work in the office, and I’m not sure who else yet; let’s see what the records reveal in who has been harmed. If you need me to make more claims outright and to the public so that you can sue me for them first so that I then have the right to subpoena things I may not have a right to just yet, please do so. But I think each and every one of these things mentioned above also still falls under the umbrella of consumer advocacy and consumer rights, so I’m pretty sure I’ve got the bases covered. Again, please let me know if you disagree.

And let me refer back to your legal letter to make sure my statements about all of this is a little more complete in the event I’ve left anything out that could possibly be misconstrued by your client as something they didn’t think would be necessary to preserve.

It will be anything that I will need to defend allegations in your demand letter and subsequently bring my own action(s) concerning: any illegal or improper use of digital reporting methods; any illegal or improper overcharging clients for services; any illegal or improper engagement in cost-shifting practices; any illegal or improper reformatting of transcripts; and my alleged blatant implication “that Naegeli” [sic] “Reporting Corporation has acted in an untruthful manner or made untruthful statements.” Don’t get rid of any of that stuff, and for as far back as records today are existing, and that includes backup drives or the cloud or anything in writing and on paper before the days of computerized record-keeping that may be in storage somewhere. You’re gonna need all of that stuff. And I don’t believe I’ve mentioned anything myself about Naegeli possibly being involved in cost-shifting practices, but I’m eager to learn more about whether that is a possibility. If your client does any contracting work, it’s probably more than a distinct possibility at this point, but I don’t believe it’s crossed my mind to try and

investigate that nor draw out any personal reporter experiences with regard to that. You'd have to show me why you believe I have alleged that up to this point.

And finally, with regard to your legal letter, let me please address directly some things one item at a time:

- “Your comments are false and defamatory, and extremely damaging.”
 - I invite you to tell me how. I mean, I don't wish to banter back and forth in letters in order for Naegeli to give the appearance that they are strong-arming here. That has been one of the issues over the years that reporters repeatedly talk about, how if they even mention in an email that they've heard that Naegeli is an agency to stay away from and they therefore don't want to accept the job offer extended to them through Naegeli, they are told that they are not say another word about that or legal action against them will be pursued, and then they are hounded to give up their source of that information. As if it only presumably came from one particular direction. Anyway, my intent is not to be “extremely damaging.” As I've mentioned previously, my intent has been to merely to resolve harm. Particularly, consumer harm. And I believe it first starts with ethics issues. If your client wants to discuss this matter further, then by all means, please do, but you will need to do it through filing suit and through that formal legal process. And thank you in advance for giving reporters this platform on which to raise their issues. This is a gift that we simply did not see coming. And I am extremely honored to have the possible opportunity to represent my profession in this way. Consumers everywhere are also one step closer to possibly seeking relief for past harms but definitely in being protected from future ones, and this has been just such a long time coming.

- “Your statements, taken alone and/or together, clearly convey the false impression that, contrary to the true facts, Naegeli Reporting Corporation has engaged in unethical practices and fraud.”
 - Again, I invite you to tell me how it's contrary to true facts. I would also like you to tell me how your own client has attempted to mitigate their own damages. Because, gosh, just addressing the Facebook posting on Stenonymous alone, and despite my best efforts, I cannot get more than about 16 comments on my own social media posts, let alone 193. There must be some psychology to the outrageousness displayed that I am not seeing in order to raise that sort of attention. I would sure like to know what it is and how it's done!

With regard to your client's own culpability in this situation that doesn't even come close to reaching the level of “mitigation of damages” but, rather, aggravation of damages, I think I will leave the rest of that for my affirmative defenses to the bold claims made by your client in the legal letter addressed to me once you file your suit and once I've read your Complaint. Other than 1) providing you that entire

Facebook post, of course, that I mentioned at the outset of this letter (See Attachment A to this letter); and 2) as I also mentioned in a text on Sunday, December 12, 2021, declining yet another job offer that your client has extended to me where I stated that: “Sarah Fielding is the worst one yet” with regard to your client drawing attention to the tactics that have been used and mentioned herein. It’s no secret that connecting those dots for your client was the impetus behind you actually being contacted and for the comments of “Sarah Fielding” on that post thread to stop. I mean, finally.

With regard to your client’s own actions (or owners, employees, family members thereof), I assert that your own client is responsible for comments that:

- Are false and defamatory, extremely damaging (at the very least, to themselves);
- Are egregious in nature with regard to going undercover to attempt to bully and harass reporters in a private social media advocacy group;
- Are childish and that sound like that of a 12-year-old;
- Brought about a mocking, in the end, for sure, by a stenographic advocacy private group of reporters who clearly at long last knew without question they were no longer dealing with a prospective student of stenography nor even a general troll from Dallas, Texas, but, rather, a grown man from Portland who doesn’t know when to quit. Until, that is, a text is sent to his office by me reminding him that his social media actions directly impact his own business transactions and the reputation of their routine and repeated business practices with stenographers and others. Enter then into the picture: You.

If I haven’t made that point totally clear by this point, on Monday evening, December 13, 2021, after business hours Pacific Time, two more comments were made on that post by “Sarah Fielding.” When the text reply came back from the Naegeli office acknowledging receipt of my text from the previous day declining a job offer and mentioning that Sarah Fielding was the worst one yet, the comments on that post in that private group abruptly stopped. The last two comments by “Sarah Fielding” asking if someone was still babbling on over there (it had been 36+ hours since anyone else had made a comment on that post) went unanswered by anyone in that group. Those two posts are the last ones in the series of screenshots below and denoted with a “3d,” the only comments in that entire thread that anyone bothered to make on the last day that thread was active. Much to your client’s disappointment, I’m sure, reporters grew tired of his 15 minutes of fame and moved on in their lives. Your client, however, is left to deal with the fallout of pointing out the fact that as an agency, they do indeed involve themselves in actions they claim they are not involved in.

Oh, and something I didn’t see in your letter concerns “privacy rights” with regard to what I lovingly called in that post a “digital sweatshop.” So you’ll want to include that somewhere also, I believe. And I’ll need to subpoena the testimony of any digital button-pushers and transcriptionists involved in that chain of recording and transcribing with regard to transcripts and privacy rights. Again, more later on this in my affirmative defenses and in my Counter-Claim.

What have I forgotten? Reporter affidavits, I forgot to mention those. There will likely be hundreds of them. And again, not just on my behalf but for that possible class action. And I think I forgot to mention that chances of you being able to settle by paying me an extraordinary amount of money are probably slim to none but that that goes up to not a chance in hell if it involves being silent about the issues discussed in the lawsuit, including the fact that present and former employees and contractors sign an agreement with your client that they need to air and settle all of their grievances only within arbitration, which means that this sort of stuff continues to stay buried.

Silencing of people through an agreement where they are asked to perform and/or know about unethical and fraudulent acts but then need to continue to stay quiet about them is probably at the very least unethical on the part of your client, but for now, let's at least stop with the bullying and the legal threats by your client to keep reporters and others in fear when they definitely have signed **no** such agreements. Truth is truth, and every single unethical and fraudulent act, to the extent they can possibly be uncovered, should be identified, discovered, and **remedied** without delay on behalf of stenographers and American consumers across the entire country.

Happy Holidays to you and your family, to the extent that you celebrate them, and I wish you well in the New Year.

Very truly yours,



Michelle Kirkpatrick, RDR-CRR-CRC, FCRR, CRCR

Registered Professional Reporter
Registered Merit Reporter
Registered Diplomate Reporter
Certified Realtime Reporter
Certified Realtime Captioner
Federal Certified Realtime Reporter
Colorado Realtime Certified Reporter
NCRA Realtime Contest Qualifier
NCRA "Ethics First" Program Participant



National/International Technical Daily-Copy Realtime Stenographer

Attachment: Attachment A

Attachment A











































































