

In the
Indiana Supreme Court

IN THE MATTER OF)
LOCAL RULES)
FOR COURTS OF RECORD IN)
KNOX COUNTY)

**NOTICE OF PROPOSED AMENDED LOCAL RULE,
FINDING OF GOOD CAUSE TO DEVIATE FROM THE SCHEDULE
FOR AMENDING LOCAL COURT RULES, AND REQUEST FOR
SUPREME COURT APPROVAL**

The Judges of the courts or record of Knox County have met and reviewed the local rule concerning **Court Reporter Services** and have decided to amend this rule. Notice is hereby given to the bar and the public that the Knox Circuit and Superior Courts are amending their local rule at **LR42-AR15-3.0** by adopting **Model Option Three in Administrative Rule 15**, and utilizing the attached contract for court reporter services effective **November 15, 2016**. The Judges of these courts find good cause to deviate from the schedule for amending local court rules under Trial Rule 81 (D), and request Supreme Court approval for these amendments. New language is shown by underlining and deleted language is shown by ~~strike-through~~.

A copy of the proposed amended rule may be viewed or obtained in the office of the Clerk of Knox Circuit Court located at 111 North Seventh Street, Suite 28, Vincennes, IN 47591
A copy may also be viewed on the Indiana Judicial website at:
<http://www.in.gov/judiciary/Knox/>

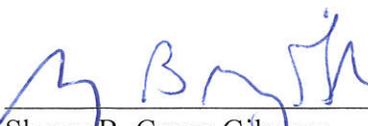
COMMENTS

Comments on the proposed amendments will be received until **November 12, 2016** and should be sent to Gara U. Lee, Judge, Knox Superior Court 1, 111 North Seventh Street, Suite 20, Vincennes, IN 47591, or by email: sup1@knoxcounty.in.gov.

EFFECTIVE DATE

The amended rule will take effect on **November 15, 2016**, if approved by the Indiana Supreme Court.

Dated this 6 day of October, 2016.


Sherry B. Gregg Gilmore
Judge, Knox Circuit Court


Gara U. Lee
Judge, Knox Superior Court 1


Ryan Johanningsmeier
Judge, Knox Superior Court 2

*** * * Administrative Rules * * ***

LR42-AR15-3.0

COURT REPORTER SERVICES

This rule is adopted pursuant to the inherent powers of these Courts and in order to comply with the provisions of Administrative Rule 15 enacted by the Indiana Supreme Court on November 25, 1997. This Rule governs Court reporter services.

SECTION ONE – DEFINITIONS:—The following definitions shall apply under this local rule:

1. — *A Court Reporter* is a person who is specifically designated by a Court to perform the office Court reporting services for the Court including preparing a transcript of the record.
2. — *Equipment* means all physical items owned by the Court or other governmental entity and used by a Court reporter in performing Court reporting services. Equipment shall include, but not be limited to, telephones, computer hardware, software programs, disks, tapes, and any other device used for recording and storing, and transcribing electronic data.
3. — *Work space* means that portion of the Court's facilities dedicated to each Court reporter, including but not limited to, actual space in the Courtroom and any designated office space.
4. — *Page* means the page unit of transcript which results when a recording is transcribed in the form required by Indiana Rule of Appellate Procedure 7.2.
5. — *Recording* means the electronic, mechanical, stenographic or other recording made as required by Indiana Rule of Trial Procedure 74.
6. — *Regular hours worked* means those hours which the Court is regularly scheduled to work during any given work week. Depending on the particular Court, these hours may vary from Court to Court within the County but remain the same for each work week.
7. — *Gap hours worked* means those hours worked that are in excess of the regular hours worked but hours not in excess of forty (40) hours per work week.
8. — *Overtime hours worked* means those hours worked in excess of forty (40) hours per work week.
9. — *Work week* means a seven (7) consecutive day week that consistently begins and ends on the same days throughout the year, i.e. Sunday through Saturday, Wednesday through Tuesday, Friday through Thursday.
10. — *Court* means the particular Court for which the Court reporter performs services. Court may also mean all of the Courts in Knox County.

11. — *County indigent transcript* means a transcript that is paid for from County funds and is for the use on behalf of a litigant who has been declared indigent by a Court.
12. — *State indigent transcript* means a transcript that is paid for from State funds and is for the use on behalf of a litigant who has been declared indigent by a Court.
13. — *Private transcript* means a transcript including, but not limited to, a deposition transcript, that is paid for by a private party.
14. — *A complete transcript* means a transcript that includes typewritten copy of testimony and proceedings, volume header pages, hearing header pages, exhibit identification and attachment pages, witness and exhibit table of contents (including courtesy copies), affirmation page, reporter's certificate, diskette(s), and any other page necessary for completion of the transcript.

SECTION TWO — SALARIES AND PAGE FEES:

1. — Court Reporters shall be paid an annual salary for time spent working under the control, direction and direct supervision of their supervising Court during any regular work hours, gap hours or overtime hours. The supervising Court shall enter into a written agreement with the Court Reporters which outlines the manner in which the Court reporter is to be compensated for gap and overtime hours, i.e. monetary compensation or compensatory time off regular work hours.
2. — The maximum per page fee a Court reporter may charge for the preparation of a complete County indigent transcript shall be \$ 4.50 per page (\$ 4.25 per page should the Court reporter make use of the Court's equipment, work space and supplies). A fee of \$ 6.00 per page shall be charged for expedited transcripts to be completed within seven (7) working days of the request. A minimum fee of \$ 45.00 shall be charged for County indigent transcripts. The Court reporter shall submit a claim directly to the County for the preparation of any County indigent transcripts.
3. — The maximum per page fee a Court reporter may charge for the preparation of a State indigent transcript shall be \$ 4.50 per page (\$ 4.25 per page should the Court reporter make use of the Court's equipment, work space and supplies). A fee of \$ 6.00 per page shall be charged for expedited transcripts to be completed within seven (7) working days of the request. A minimum fee of \$ 45.00 shall be charged for State indigent transcripts.
4. — The maximum per page fee a Court reporter may charge for the preparation of a complete private transcript shall be \$4.50 per page (\$ 4.25 per page should the Court reporter make use of the Court's equipment, work space and supplies). A fee of \$ 6.00 per page shall be charged for expedited transcripts to be completed

~~within seven (7) working days of the request. A minimum fee of \$ 45.00 shall be charged for private transcripts.~~

- ~~5. The Court reporter may charge for office supplies required and utilized for binding and transmission of the transcript pursuant to Indiana Rules of Appellate Procedure 28 and 29. Said costs shall be pursuant to a Schedule of Transcript Supplies, established and published annually by the Courts of Knox County.~~
- ~~6. The Court reporter shall charge her current hourly rate for the time involved in the actual binding procedure of all transcripts, including but not limited to County indigent, State indigent and private.~~
- ~~7. Each Court reporter shall report, at least on an annual basis, all transcript fees received for the preparation of either County indigent, State indigent or private transcripts to the Indiana Supreme Court Division of State Court Administration. The reporting shall be made on forms prescribed by the Division of State Court Administration.~~

SECTION THREE — PRIVATE PRACTICE:

- ~~1. If a Court reporter elects to engage in private practice through the recording of a deposition and/or preparing of a deposition transcript, and the Court reporter desires to utilize the Court's equipment, work space and supplies, and the Court agrees to the use of the Court equipment for such purpose, the Court and the Court reporter shall enter into a written agreement which must, at a minimum, designate the following:
 - ~~(a) The reasonable market rate for the use of equipment, work space and supplies;~~
 - ~~(b) The method by which records are to be kept for the use of equipment, work space and supplies; and~~
 - ~~(c) The method by which the Court reporter is to reimburse the Court for the use of the equipment, work space and supplies.~~~~
- ~~2. If a Court reporter elects to engage in private practice through the recording of a deposition and/or preparing a deposition transcript, all such private practice work shall be conducted outside of regular working hours.~~

~~(Amended 07-01-2011)~~

The Courts of Knox County adopt Model Option Three under Administrative Rule Fifteen and elect to procure all court reporter services by private contract with TheRecordXchange.

The court reporters shall be responsible for filing the transcript with the Clerk of the Knox Circuit Court and for providing notice of filing as provided in Appellate Rule 11(A). The court reporters shall be responsible for preparing exhibits and the exhibit index as provided in Appellate Rule 29.

As provided in Trial Rule 74(A), the Judges of the Knox Circuit and Superior Courts authorize and direct the person(s) making the transcript to certify the transcript.

Standard appeal transcripts to be filed within 45 days shall cost \$4.25 per page. Non-appeal transcripts shall cost as follows: \$4.25 per page for completion within 30 days, \$5.25 per page for completion with 14 days, \$6.00 per page for completion within 7 days, \$7.50 per page for completion within 3 days, and \$8.50 per page for completion within 1 day. The minimum fee for any transcript is \$30.00.

Persons or vendors preparing transcripts shall comply with the following requirements:

1. must be a licensed business and operating in the United States,
2. must agree that all transcription and proofreading will be performed in the United States,
3. must have a minimum of 3 years of proven experience providing transcription services to courts in the United States,
4. must have a confidentiality agreement in place with any independent contractors that perform work on Indiana transcripts,
5. must have a proper certification from at least one of the following accredited industry organizations:
 - a. AAERT (American Association of Electronic Reporters and Transcribers),
 - b. NCRA (National Court Reporters Association),
 - c. NVRA (National Verbatim Reporters Association), and
6. all transcripts must be certified by an individual with a valid certification from one of the above-listed organizations,
7. transcripts must be prepared in compliance with the Indiana Rules of Appellate Procedure, including the standards for preparation of electronic transcripts which is found in Appendix A to the rules.

The contract between the Knox Circuit and Superior Courts includes the pricing terms and minimum vendor qualifications in this rule and also the following Terms of Service dated September 14, 2016 from TheRecordXchange as modified from time to time.

(Effective November 1, 2016)

Terms of Service

UPDATED: September 14, 2016

By using this website (the "Site") or any services provided through this Site, you ("you," "your," or "User") agree to the following terms and conditions provided by American Platform Services LLC d.b.a. TheRecordXchange ("TRX," "us," "our," or "we"). This Agreement between us and User supersedes all previous written and oral agreements, representations, and warranties. If you do not wish to agree to these terms of service (the "TOS" or "Agreement"), please refrain from using the Site.

TRX operates websites (www.therecordxchange.net and trxchange.net*) that provide a platform for the legal transcription industry where individuals and companies needing court reporting, transcription and/or proofreading services can connect with such service providers. TRX facilitates the production of transcripts from courtroom and hearing room proceedings and depositions. TRX allows Users to collaborate on transcription projects and share electronic files required to produce transcripts, and transmit the transcripts.

*Reference to therecordxchange.com includes all of the TRX related sites, TLDs, and subdomains including, but not limited to, therecordxchange.net, app.therecordxchange.net and app.therecordxchange.com.

We offer a variety of services options to suit your needs. We reserve the right to change our offerings at any time. Our services may be limited to Users who purchase a subscription.

Our offerings may allow for one account to be used to manage projects and work assignments for multiple people with one "administrator" and multiple "associates" affiliated with one TRX user account. Our services may allow the User to run various reports to track the progress on each project.

Payments for our subscription and other services are made through [Braintree](#) and [Recurly](#). By signing up for a TRX subscription or submitting payment through one of our websites, you agree to abide by these sites' terms as well. We will never have access to your credit card information.

User Conduct

All Users are required to abide the following rules of conduct.

- You must provide accurate information on your User profile or otherwise as required on this Site.
- You are responsible for protecting your password to login to this Site. Do not share your password with others.

- You may use this Site to interact with Users, but TRX should only be used for professional purposes.
- You may not upload content into the project content area that is not purposed for the production of transcript or distribution of recordings related to the specific legal project. You may not use TRX as simply a file sharing or storage service. We reserve the right to terminate the account of any User who uses this Site to upload files for any purpose other than for the production of legal transcripts or distribution of recordings related to the specific legal project.
- You may not post messages to solicit business except as related to using TRX to collaborate with other Users and to foster professional relationships with other Users to perform functions consistent with the purpose of TRX as defined above.
- You may not use this Site to abuse, harass, or defame anyone.
- You may not use this Site to do anything unlawful, misleading, malicious, or discriminatory.
- You may not post spam or upload viruses or other malicious code. You may not do anything that is designed to disable, overburden, or interfere with the normal working of the Site.
- You may not use this Site to violate anyone's intellectual property rights.
- This Site is only to be used to collaborate with other Users to create transcriptions or distribute recordings for legal proceedings. You may not use this Site to promote other products or services.
- If you share an opinion about a product or service, you may only share your honest opinions based on your personal experience. Failing to do this will violate the Federal Trade Commission's regulations regarding truthfulness in testimonials (16 CFR §§ 255.0–255.5). You must also disclose when you are compensated for giving a testimonial.

We have no obligation to monitor the Site, but we can, and we may remove anything that a User posts for any or no reason. Allowing a User to create a profile on this Site is not an endorsement by TRX of that User's skills, qualifications, or expected performance. Users are not employees, independent contractors, or agents for TRX.

User Interaction with Site

We adhere to high expectations of professionalism and confidentiality. For each transcription project, only Users who have been assigned to the project by the Project Owner and who have accepted that assignment, may see and

access the collaborative data and comments posted by assigned Users, as well as the files uploaded to and transmitted via TRX related to the project.

When you interact with us about and/or via this Site, you must provide accurate information about yourself when such information is required. As the administrators of this Site, we will have access to all information and files.

TRX Subscription Fees and Payments to Third Parties

Some of our services require a monthly subscription. Please see our current offerings for subscription rates. Subscriptions can be canceled at any time and refunds are not available.

Your subscription gives you access to our platform to solicit and procure court reporting, transcription, and/or proofreading services. The party performing the services may require payment for their services. This is separate and in addition to the TRX subscription fee. Depending on your subscription level, you may have the option to use TRX to send and receive payment for services. Otherwise the parties will make arrangements for payment amongst themselves.

TRX Portal

Certain TRX subscriptions may have a personalized portal for use by all Users affiliated with that subscribed User. Each person who has access to the portal will have a unique ID and password and may have access to some or all of the data uploaded to the Site.

We will contact the administrator for the portal if a User is in violation of the Site's rules. Repeat or ongoing violations of these rule of conduct may result in the termination of the account for that individual/entity or the User's entire subscription.

File Retention/Backup

Except as described in this paragraph, we reserve the right to delete files uploaded by Users upon the completion of projects. However, unless specifically prohibited from doing so by federal, state or local laws, rules or official policies, we intend to retain your transcription files indefinitely so long as you remain a valid User.

Further, we suggest that you keep an offline copy (i.e. backup) of any and all files you upload to the Site, as well as all in-work and completed

transcript files. We are not liable for any damages that result from the removal or loss of any files.

Links

We may provide links to other websites on this Site. Providing a link, however, is not an endorsement. We shall not be responsible for any material on any site to which we provide a link. User assumes all risk by following a link. TRX provides no guarantee that any website it links to will be accurate or available.

Copyrights and Trademarks

TRX retains its copyright rights in all its content published on this Site. Users may request permission to use or repurpose our content by contacting us at customersuccess@trxchange.net.

"TheRecordXchange" and its logo are trademarks owned by American Platform Services, LLC and may not be used without our explicit written permission. Both of these trademarks are registered with the United States Patent and Trademark Office.

Any violation of this policy may result in a copyright, trademark or other intellectual property right infringement that may subject User to civil and/or criminal penalties.

Digital Millennium Copyright Act (DMCA) Policy

TRX will comply with any properly submitted DMCA takedown and counter takedown notices we receive (17 U.S.C. § 512). If you believe that your copyrighted work has been copied and posted on the Site in a way that constitutes copyright infringement, you must contact our DMCA Agent at the following address: American Platform Services, LLC; Attn: DMCA/Copyright Agent for TheRecordXchange; 7585 East Redfield Road, Suite 206, Scottsdale, AZ 85260 or customersuccess@trxchange.net.

Indemnification

User agrees to defend, indemnify, and hold harmless TRX, its affiliates, and their respective directors, officers, employees, and agents from and against all claims and expenses, including attorneys' fees, arising out of or related to any activity by User in connection with the Site.

To the extent permitted under applicable laws, User hereby releases TRX from any and all claims or liability related to any product or service provided through the Site, and any conduct or speech, whether online or offline, of any other User.

Dispute Resolution

By using this Site, User agrees that any claim, dispute, or controversy User may have against us arising out of, relating to, or connected in any way with this Agreement, or this Site, shall be resolved exclusively in a court located in Maricopa County, Arizona. Arizona law shall govern all disputes related to this Site. In all claims, disputes, and controversies related to this Agreement or this Site, the prevailing party's attorneys' fees will be paid by the other party in addition to any damages assessed against them. User agrees they may not bring a claim on behalf of themselves and shall not file a class action lawsuit against TRX.

If you have a dispute with another User related to TRX you must resolve the problem directly with them. We simply provide a platform for you to connect and we will not be involved in resolving your conflict.

Modified Terms of Service

We reserve the right at any time to discontinue this Site, change the services provided through this Site, or modify any of our TOS as we deem necessary or desirable. We may notify Users of changes by posting notice of a change on the Site. Changes to this Agreement may occur, however, without notice. Any changes to this Site or the TOS will be effective upon the changes being made to this Site. Any use of the Site by User after the changes shall be deemed to constitute acceptance by User of such modifications.

We suggest, therefore, that you re-read our TOS periodically in order to stay informed as to any such changes. The date at the top of this Agreement will inform you of the date of the most recent change.

Warranty Disclaimer

USER EXPRESSLY AGREES THAT USE OF THIS SITE IS AT USER'S SOLE RISK. NEITHER TRX, ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, WARRANT THAT USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO (1) THE RESULTS THAT

MAY BE OBTAINED FROM USE OF THIS SITE OR (2) THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION OR SERVICE PROVIDED THROUGH THIS SITE.

THIS SITE IS MADE ACCESSIBLE ON AN "AS IS" AND "AS AVAILABLE" BASIS. TRX HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF TITLE NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability

IN NO EVENT SHALL TRX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

Disclosures

Questions and complaints may be sent to TheRecordXchange at 7585 East Redfield Road, Suite 206, Scottsdale, AZ 85260 or via email at customersuccess@trxchange.net.

Communication with Users

By using this Site, you give us consent to communicate with you using the contact information you provided. We may contact you for various reasons, including but not limited to, information about changes to our Site and/or services. We promise we will never spam you. In accordance with the CANSPAM Act, you may opt-out of these communications at any time.

No Third Party Beneficiaries

Nothing contained in this Agreement creates any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

Miscellaneous

This Agreement and the TRX Licensing Agreement, when applicable, shall constitute the entire agreement of the parties with respect to the subject matter in this document. No waiver by either party of any breach or default hereunder is a waiver of any preceding or subsequent breach or default.

The section headings used in this Agreement are for convenience only and shall be of no legal force or effect.

If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the enforceability of any other

provisions contained in this Agreement, and the remaining portions of this Agreement shall continue in full force and effect. If a provision is found to be invalid, the parties hereby request that the intention of the invalid provision be upheld wherever possible. The failure of either party to exercise any of its rights under this Agreement shall not be deemed a waiver or forfeiture of such rights or any other rights provided by this Agreement.

Termination

TRX may terminate this Agreement with any User at any time for violations of the Site's Terms of Service or any terms affiliated with any of our services. Without limiting the foregoing, we shall have the right to immediately terminate or suspend any User profiles, subscriptions, or accounts in the event of any conduct by User or which TRX in its sole discretion, considers to be unacceptable, or in the event of any breach by User of this Agreement. Termination may occur without notification and without a refund to the User.

Our Privacy Policy and the following provisions of the following sections will survive termination of this Agreement: User Conduct, User Interaction with Site, Copyrights and Trademarks, Indemnification, Dispute Resolution, Warranty Disclaimer, Limitation of Liability, and Miscellaneous. TRX shall not be liable for any damages for terminating a User.