IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF THURSTON

LISA STEEL, individually and as GAL for J.E., a minor, and DOUGLAS THOMPSON, and KRISTI BARBIERI individually and as GAL for S.R.B.,	
Plaintiffs,	SUPERIOR COURT NO. 11-2-00995-2 (consolidated)
vs.	
OLYMPIA EARLY LEARNING CENTER, STEVE OLSEN and ROSE HORGDAHL,	
Defendants.	

THE HONORABLE JAMES J. DIXON PRESIDING

Reasonableness hearing ruling
October 26, 2022
2000 Lakeridge Drive SW
Olympia, Washington

Court Reporter
Ralph H. Beswick, CCR
Certificate No. 2023
1603 Evergreen Pk Ln SW
Olympia, Washington

A P P E A R A N C E S

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THE COURT: Please be seated. Thank you.

Paul, can you mute yourself, please. I assume that's Paul.

MR. COCHRAN: It's somebody else on the line.

THE COURT: I recognize Paul Meyers' distinctive voice.

MR. COCHRAN: Oh. That Paul.

THE COURT: The matter before the court is Lisa Steele, et al., vs. Olympia Early Learning Center, et al., cause number 11-2-00995-2. The court is in session this afternoon for the court to make findings and conclusions regarding the plaintiffs' motion for determination of reasonableness.

In 2021 our state supreme court noted in *Wood v. Milionis Construction*, 198 Wn.2d 105, "This court has long recognized the ability of an insured defendant facing claims by a plaintiff to independently negotiate a settlement where the insurer declines to settle." Citation omitted. "Typically, this process involves the insured defendant entering into a settlement agreement with the plaintiff in exchange for a covenant not to execute the judgment against it and assignment of potential bad faith claims against its insurer." Citations, plural, omitted. "Because a covenant judgment presents the potential for fraud or collusion between the settling parties, the

settlement is subject to a reasonableness hearing in superior court pursuant to RCW 4.22.060(1)."

"We" -- meaning the state supreme court -- "have recognized nine nonexclusive factors to help guide courts in determining whether a settlement is reasonable:" Those nine nonexclusive factors are "the releasing person's damages; the merits of the releasing person's liability theory; the merits of the released person's defense theory; the released person's relative faults, the risks and expenses of continued litigation; the released person's ability to pay; any evidence of bad faith; collusion or fraud; the extent of the releasing person's investigation and preparation of the case; and the interests of the parties not being released." Citing *Glover v. Tacoma General Hospital*, 98 Wn.2d 708 at page 717, 1983.

The state supreme court in the aforementioned *Milionis* decision noted "While courts refer to these as the *Glover* factors . . . they are known as the *Chausee* factors in the covenant judgment context." Citing *Chausee v. Maryland Casualty Company*, 60 Wn.App. 504 1991.

"At a hearing under RCW 4.22.060(1) 'The settling parties have the burden to prove reasonableness' under the relevant factors." Citing *Bird v. Best Plumbing Group*, 175 Wn.2d 756 at page 766.

"A trial court exercises discretion in applying the

Chausee factors, and 'all nine criteria will not necessarily be relevant in every case.'" Citing *Besel*, 146 Wn.2d 738 at 739. "Reasonableness is a fact-specific inquiry." The trial court need not directly cite each of the *Chausee* factors in its decision; rather, "a trial court's reasonableness determination is sufficiently clear when 'the parties [have] addressed the factors in their briefs and the trial court [has] considered the briefs.'" Citing *Hidalgo v. Barker*, 176 Wn.App. 527 at page 549, 2013. This court in its deliberation has considered all of the nine *Chausee* factors in reaching its decision.

Before the court makes findings, the court will mention some general principles and observations, for lack of better terms, that assisted the court in its deliberations. First, this court wanted to make certain that the parties had ample opportunity to make respective records. The parties may recall, and the court mentioned this during the reasonableness hearing on two separate occasions as I recall, that at a pretrial hearing prior to the reasonableness hearing the court inquired of the parties regarding the anticipated length of the reasonableness hearing. The plaintiffs, then being represented by Mr. Cochran, opined it was a two-day hearing. Mr. Rosner on behalf Philadelphia Indemnity was of the opinion that it would take four days, and the court applied its doubling

factor and decided that the court would set aside eight days for a hearing. Well, the hearing took more than eight days. I'm in no way being critical. This hearing took place on September 20, 21, 22, November 3, and 4, February 22, 23, 24 and August 2, 10, 11, 16, 17, 29 and 30.

The point the court is trying to make is that the court understands and appreciates the gravity of this case to all parties involved, and the court is also mindful of the fact that regardless of this court's decision, chances are that there will be continued litigation in this case, and the court with that in mind wanted to make certain that the parties had an opportunity to make a complete record.

Secondly, this court is mindful of the fact that the issue of bad faith is not an issue for this court to decide. There were references or suggestions to bad faith during the hearing or inferences to bad faith or lack thereof, but again, this court understands that the issue of bad faith is not an issue for this court to decide. There were objections made at the reasonableness hearing from both parties as I recall regarding references to bad faith, but this court advised on the record that this court sitting as trier of fact felt confident in its ability to disregard any reference, direct or indirect, to bad faith.

Third, this case presents a unique set of circumstances and facts. The facts in this case are distinguishable from

every other published opinion this court could locate as it relates to the involvement and the preparation of the attorneys leading up to trial, the timing and the execution of the covenant judgments and the overall procedural posture of the case. More on that issue later.

And when I think about this case first I was reminded of Aesop's fable *The Tortoise and the Hare*. And that tale came to mind one day as I was driving to work and I was trying to conceptualize where the case was procedurally at the time the covenant judgments were executed, and then as we all know, the tortoise and the hare is a fable that is an account of a race between unequal participants, and the moral is that ingenuity and persistence can overcome sheer speed. And then upon reflection it occurred to me that that was a bad analogy because in that case you had, again, unequal participants, one moving rapidly, the other moving more deliberately, and the one party, the hare, would stop and rest periodically, and eventually of course the tortoise wins the race because of its planning and I think ingenuity. It's a bad analogy.

So I came to realize that the best analogy in my mind, this court's mind, this judge's mind, and I mean no disrespect to anyone, is Carl Lewis, 1984 fastest guy in the world, Steve Dixon who was my hero. Steve Dixon, my brother, played football. He was an all-conference guard.

He played all three years of high school and he was -- well, at one of the football conferences the head coach in speaking of his admiration for Steve said "He may be short, but he's slow." And it occurred to me that -- because I know him. He's very short and he's the slowest guy in the world. And he had Carl Lewis on the other side who is at that point the world record holder. And the analogy in my mind was appropriate because -- and I'll discuss this in a little bit of detail later, but it was important for me to recognize.

And in formulating findings and conclusions that the court believes and finds or concludes that the reasonableness of covenant judgments must be determined at the time that those judgments are executed, in other words, where the parties are at that point as opposed to looking at the posture of the case post-settlement.

And circling back to this analogy, we had a very fast party in this case, and that was plaintiffs' counsel. It was clear to this court after listening to the testimony and considering the testimony at the reasonableness hearing that plaintiffs' attorneys were moving rapidly and probably moving rapidly prior to the finish line. They had a head start because they probably -- I don't know this, but it's safe for me to assume that plaintiffs' counsel had done some preparation and some work on the case before the

lawsuit was filed. And then the lawsuit is filed, and defendants tender to their insurance company and Mr. Bolasina is retained. And I'm going to make some comments on this issue because it's critically important in the court's analysis. It's important for the court to express that the court is not being critical of Mr. Bolasina whom by all accounts is a really good lawyer, does really good work.

And again, it's important in this court's analysis because contrary to what was argued or at least implied by Philadelphia Indemnity, this court's determination of reasonableness is not viewed from the standpoint of what might be the product or result of arm's-length negotiation. The court heard that term many times during the reasonableness hearing that the court should consider the reasonableness by considering whether the amounts or figures in the covenant judgment are reasonable in the context of or when in consideration of an arm's-length negotiation. This court respectfully rejects that invitation.

When I think about the procedural history of this case, and more specifically as the court considered how the case was being lawyered, I am reminded of how this judge practiced law when I was in private practice, or at least how I tried to. And I wish there were some prosecutors or

defense lawyers in the courtroom. There aren't. But I believed every time a lawyer takes a case, that lawyer looks at that case as this case is going to trial and I'm going to start working it and I'm going to work really hard. We, I, the lawyer, will not be out-prepared. We're not going to waive speedy trial. We're not going to help the other side. We're not going to pause so that we can negotiate. A lawyer's obligation is to her or his clients.

In this court's experience there is nothing more concerning or frustrating or stressful as not being prepared. A lawyer should take a case by putting her or his foot on the accelerator, and if you want to settle a case, if a lawyer wants to settle a case on behalf of her or his client, that's always a possibility, but it makes no sense to this court, as somehow suggested during this hearing, that the parties should somehow pause in their preparation for a case so as to allow for negotiation. I think that Mr. Connelly put it best, and I'm paraphrasing from his testimony when he said, you know, at some point a lawyer just has to buckle down and try the case. And if a case settles, it settles, but you should never settle a case at the expense of preparing a case.

That type of method or practice is not inconsistent -- pardon the double negative -- with being cordial and friendly and professional. Lawyers can be cordial and

friendly and professional while still being a zealous advocate for her or his client. Those are not mutually exclusive terms. In fact, it's helpful to be communicative and to be responsible.

Anyway, the point I'm trying to make is that a lawyer in preparing any case, in this court's opinion, should always be thinking downstream and always like a shark moving forward. And as these considerations or observations or principles or factors relate to this case -- and I hasten to add for the second, perhaps the third time, this court is not being critical of Mr. Bolasina. The plaintiffs hit the gas pedal, and Mr. Bolasina upon being retained, he explored the case. He investigated the case. He interviewed witnesses, and to his credit recognized almost immediately that the potential damages, at least as it related to SA, were substantial. He provided a proposed budget to Philadelphia Indemnity and advised Philadelphia Indemnity of anticipated costs and attorney's fees associated with his representation and defense of the named defendants but on several occasions advised Philadelphia Indemnity that there was a distinct possibility that damages as it relates to claims made by SA were for all intents and purposes policy limits damages. At some point Mr. Bolasina, again to his credit, considered the possibility of admitted liability as it relates to SA.

And as it relates to the potential liability and damages with respect to most of the other plaintiffs, it's clear to this court that what Mr. Bolasina was doing was damage assessment based upon his experience in these types of cases. Mr. Bolasina had some damage estimates in his mind without doing much investigation or trial preparation, but it's clear to this court that Mr. Bolasina was primarily -- and by "primarily" I mean almost entirely interested in getting this case settled because he understood that this was a policy limits case.

I'll say it for the fourth time for whatever it's worth. I'm not being critical of Mr. Bolasina. From a lawyer's perspective he has an obligation not to incur unnecessary expenses so he has to be frugal in his time.

Policy limits was unclear. Plaintiffs believed, as I recall, policy limits were one million. Excuse me. Defendants believed it was one million. Plaintiffs believed that it was four million, maybe 12 million. And that issue has never been conclusively established as I understand the procedural posture of the district court case. But regardless, the point being that it was not settled at the time of the execution of the covenant judgments what the policy limits were.

Defendants had impressions or conclusions regarding the policy limits. Plaintiffs had impressions or conclusions

regarding the policy limits. But as mentioned by Mr. Connelly in his direct examination and as argued by the plaintiffs' case here, plaintiffs were thinking extra-contractual damages, and as I recall the testimony of Mr. Connelly, that's what a plaintiff's lawyer does because, again, a lawyer's obligation is to her or his clients, maximize potential recovery.

At the risk of going back a little bit, I want to also mention that the court heard and considered the testimony of Mr. McFarland, and Mr. McFarland has a great deal of experience in these types of cases, is by all accounts highly respected. Mr. McFarland was asked on at least one occasion, I think it was actually two occasions, but his impressions of the level of preparation of Mr. Cochran, and Mr. McFarland's testimony in that regard was in summary that Mr. Cochran was not as prepared as Mr. Cochran normally is.

Now, Mr. McFarland was respectful of Mr. Cochran and mentioned that he had a great deal of respect for Mr. Cochran and knew Mr. Cochran relatively well on a professional basis, but when Mr. McFarland testified that in his, Mr. McFarland's opinion, Mr. Cochran was not as prepared as Mr. Cochran normally is in my mind it begs the question, "Well, how do you know that, Mr. McFarland?" Because a good lawyer doesn't -- and arguably shouldn't --

show her or his cards. You always want to be prepared, but don't want to go to the other side and say "I'm really prepared."

It's clear to this court based upon this court's review of the testimony and the evidence presented during the reasonableness hearing that Mr. Cochran was prepared and he was ready to try this case, and there's no evidence in the record to suggest otherwise, which is not to say that Mr. Cochran, as any other lawyer, would not want additional time to prepare because you can never have enough time. But this court does not attach any weight to the testimony of Mr. McFarland that this case was not ready for trial because Mr. Cochran was not as prepared as Mr. Cochran normally is. I just, with all due respect to Mr. McFarland, reject that representation.

What's also important to this court in reaching its decision and in conducting its analysis was the testimony and the evidence presented at the reasonableness hearing that Mr. Cochran was making policy limits demands early and often, and continued to do so, and perhaps more importantly Mr. Cochran was candid. He was up front in his representations to Mr. Bolasina. At some point in one of the letters that he sent to Mr. Bolasina -- and I'm paraphrasing, summarizing -- he made an offer on behalf of his clients to settle the case followed quickly by his

opinion or his hope that the offer would be rejected because he's setting the case up for covenant judgment. He said something along the lines of "I hope this offer is rejected. That way I can pursue extra-contractual damages."

This is a bad-faith case. This is not a case, frankly, where the plaintiffs are playing hide the ball with the defendants or Philadelphia Indemnity. Mr. Cochran at all phases of this case was making policy limit demands and telling Philadelphia Indemnity through Mr. Bolasina "Pay us policy limits. If you don't, we're going to bring a bad-faith cause of action." So it's not like plaintiffs were lying in the weeds here. They were very up front. That's important in this case in this court's analysis when it considers any argument that there was any collusion or bad faith.

This court finds or concludes that the term "policy limits" and the term "value of the case" are not synonymous. A value of a particular case is not necessarily limited to policy limits.

Another observation of this court -- and I make this record knowing that a reviewing court will be reviewing the court's analysis. This court's analysis of what is reasonable under these circumstances is an analysis that the court undertakes understanding and appreciating that

this court should not, and this court will not, substitute its own judgment for the judgment and expertise of the lawyers, and particularly the experts in this case. And I don't want to say too much in this regard, but this court is aware that the mere fact that I have a robe on does not make me an expert in everything. When you become a judge, you have to be careful, in this judge's opinion, that you do not then as a result of having a robe on become an expert in every area of the law. The lawyers in this case, meaning all of the lawyers involved in the litigation of this case as well as the lawyers who were witnesses in this case, know much more about these types of cases in terms of value and settlement, how they're litigated, how they're prepared, than I do, and it would be if not error certainly unfair and improper for this court to substitute its own judgment for the judgment of the lawyers who do this for a living.

What I'm trying to say is this court is not in a position where this court sits back and thinks in its own mind "Okay. What's reasonable in a case like this?" If I'm litigating this case I do kind of a thumbnail sketch of what I think the damages are, "What is this case really worth?" This court is not going to do that. That's not the role of this court. It might be the role of a mediator, but this case does not come before this court in

that posture. There are two wildly divergent versions or arguments with respect to the value of this particular case, and it would be wrong for this court to substitute its judgment for those of the experienced parties in this regard. In other words, I'm staying within my lane. I have not devoted 40 years to litigating sexual abuse cases. I do not pour over jury verdicts. I do not keep my thumb on the pulse of settlements. Rather, this court relies on the background and expertise of those individuals, including the experts, who do.

In this regard the court finds the testimony of Mr. Connelly compelling, persuasive. Mr. Connelly has 40 years of experience, 30 to 35 of those years in sexual abuse cases involving somewhere between a thousand and 1500 cases. Mr. Connelly in his expert opinion based upon his experience and background takes into account certain factors. Those were -- and I recall writing some of these down when I was listening to his testimony. He testified that this case is "A parent's worse nightmare." There was an abuse of trust. The level of depravity of the perpetrator is alarming at best, horrific at worst maybe. But the record is clear in this regard with respect to the level of depravity of the perpetrator, and this court's not going to go on the record in that regard. The record is well established.

The point being that the jury would hear all of this evidence. The jury would hear evidence of the Olympia Early Learning Center having notice, either actual or constructive, of the sexual abuse perpetrated by Mr. Tabor. They would know that there were no remedial measures taken despite being placed on notice. Mr. Connelly testified that in his experience the jury would probably be angered by the facts of this case, and even with a jury instruction that would preclude the trier of fact from considering like issues, including anger, it's a human factor that would regardless weigh into the consideration of the jury.

And then you take into consideration the level of preparation by the defense. Mr. Connelly said that he had never seen a case with this level of exposure with so little done by a defense lawyer. There were no depositions, no experts were prepared, there was no forensic expert, and the notion that your defense is essentially cross-examination of the plaintiffs' witnesses is a situation where no defense lawyer wants to be. You don't want to base your defense on cross-examination of witnesses, especially expert witnesses. And Dr. Conte, you don't want to cross-examine Dr. Conte. Dr. Conte knows his stuff. I think he's been asked every conceivable question on cross-examination either in a trial or in a deposition that could ever be asked, and as mentioned by Mr. Connelly,

the defense then runs the risk of polarizing the jury, and it is -- that type of defense violates moot court 101. Never ask a question that you don't know the answer to. Don't give a witness an opportunity to substantiate or bolster or add on to her or his testimony. Expert witnesses, especially seasoned and experienced expert witnesses, wait for that opportunity.

And the court recalls the testimony of Mr. Bolasina that he, Mr. Bolasina, had some level of confidence that the defense would be able to successfully cross-examine the witnesses in this case. And without being disrespectful of Mr. Bolasina, given the particular facts of this case, that type of trial theory is not what a trial lawyer should be doing, especially in a case where the stakes are so high.

Mr. McFarland was also of the opinion that there was some potential effective cross-examination of the witnesses in this case that would be beneficial to the defense. Frankly, with all due respect to Mr. McFarland as well, I just don't see that. And again, this court is not in a position where it knows exactly what the evidence would show, but it knows enough about the accusations in this case to know that from a defense perspective you don't want your defense to be based solely on your ability to cross-examine witnesses if you don't have any witnesses, you don't have any experts, you haven't deposed anyone.

And it's easy to say with the benefit of hindsight, and people did say, witnesses in this hearing did say, "Well, Mr. Bolasina could have cross-examined those witnesses and the plaintiffs' theory was not as strong as perhaps plaintiffs thought it might be." Again, with due respect to Mr. Bolasina and Mr. McFarland, the court doesn't see it that way.

There was also some mention or some discussion during the testimony of the witnesses regarding a *Tegman* instruction. The court attaches no weight to any argument that a *Tegman* instruction might have been issued. The fact is that's a nonissue. There were no motions of any substance made by the defense leading up to the trial date. There were no dispositive motions. And I hasten to add that the court understands that the odds of prevailing on a dispositive motion were next to nil. But there weren't any motions *in limine* made or offered.

Mr. Connelly's assessments of potential verdicts was based in part on the facts of this case including, as I have mentioned, parties' readiness or preparation for trial, the polyperverse acts of Mr. Tabor. Mr. Connelly offered his opinion on potential damages in the context of and in taking into consideration not only all of his years of experience in these types of cases, meaning sexual abuse cases, but upon his review of jury verdicts and

settlements. The theory offered by Philadelphia Indemnity on the issue of damages is, as this court understands it, essentially well, you should, when you consider analyzing damages, take into account verdicts and settlements in other like cases. Well, there's a danger with that because you're comparing apples to oranges because each case is unique and those types of settlements are the product of arm's-length good-faith negotiations with most likely lawyers who are prepared for trial on both sides of the aisle. We don't have that here.

Mr. Connelly's opinion regarding value of these cases, also taking into consideration the age of the children, the fact that some of these children have special needs, have challenges, the level of betrayal experienced by the parents, the fact that these acts occurred at an early learning center and the fact that plaintiffs had experts, defendants had none, all of those facts, including others that I've mentioned, are compelling to the court.

It was also argued or suggested that -- shifting gears a little bit -- that Mr. Cochran should have paused in his preparation for trial so as to allow the federal court to make a ruling on the declaratory judgment motion. Why? Is not plaintiffs' counsel's obligation to his or her client? It's not "Well, let's let a court decide what policy limits are and then we'll take policy limits."

Moreover, it is clear to this court that plaintiffs were doing more than Philadelphia Indemnity to determine or ascertain what policy limits were. There was a request from plaintiffs to Philadelphia Indemnity to -- I think it was actually to file a declaratory judgment action so they'd get that issue decided. Nothing happened until the 11th hour. And again, Mr. Cochran has no obligation to say "Okay. You filed your declaratory judgment action. Let's wait and then we'll take policy limits."

The court has findings and conclusions that the court is going to enter this afternoon. I have them prepared. I'm going to sign them here in open court. The findings and conclusions take into account what is referred to as the *Chausee* factors. It's not necessary for the court to place on the record verbally all of the court's findings and conclusions. It will be made part of the record. But I will just in general terms mention a couple of those factors. Again, more detail included in the findings and conclusions.

The issue of the released party's relative fault is a nonissue by agreement of the parties.

The issue of risk and expenses of trial, huge to the defendants because for all intents and purposes they had no defense. To the plaintiffs, low. They have costs associated with preparing for trial, but very low risk

given the procedural posture and the level of preparation.

With respect to the released party's ability to pay, now this is an issue that is argued by the parties, and the parties disagree with respect to how the court should analyze that issue. Philadelphia argues to the court that case law stands for the proposition that the released party's ability to pay is limited to -- for all intents and purposes limited to policy limits. This court does not believe that that's the correct analysis. Rather, the released party's ability to pay should also take into consideration the fact that there is at all times, at least from the perspective of the plaintiffs, a bad-faith action, and it's clear to this court that the plaintiffs were thinking almost at the inception of this case, relatively early in this case, that there was a potential bad-faith action against Philadelphia Indemnity. Mr. Connelly testified that it would be -- he may or may not have used the term "malpractice," but he certainly is of the opinion that it would not be zealous advocacy or adequate representation of your clients not to be considering bad-faith action in these types of cases. Always take that into consideration.

With respect to the issue of damages, as I mentioned earlier, damages were substantial in this case. The jury would have heard unrebutted expert testimony, unrebutted

testimony from parents. The potential jury verdict is the standard for determining reasonableness as opposed to arm's-length compromise where both sides are in proximate trial readiness, and I'm repeating myself there. But again, from this court's perspective the issue of reasonableness is determined at the time the covenant judgments were entered, not with the benefit of hindsight, not taking into consideration equal levels of preparation, which wasn't the case here.

Our state supreme court has recognized that covenant judgments serve a purpose. They provide insureds with an avenue in which they may be protected or insulated from potential verdicts that exceed policy limits. Policy limits cap arguments are distinctive. Or policy limits cap arguments are a disincentive to plaintiffs from accepting the risk of uncertain recovery. I'm not being very articulate there, but policy limits disincentivize adequate preparation. A defense lawyer's responsibility is to her or his client. The converse from the plaintiffs' standpoint is "Well, we have policy limits. Let's get policy limits and then get out of the case." The purpose of covenant judgments, again, is to provide insureds with an avenue in which they can be protected from that type of litigation and negotiation.

With respect to the issue of bad faith or collusion or

fraud, the plaintiffs' settlement offers of four million and 3.95 million were based on plaintiffs' counsel's understanding or belief of the then-existing policy limits. And again, it is compelling to this court that the evidence in this record clearly establishes that Mr. Cochran repeatedly advised Mr. Bolasina of plaintiffs' intentions to seek covenant judgments in subsequent bad-faith litigation against Philadelphia Indemnity.

The court also finds that the interests of the non-released party, in this case Philadelphia Indemnity, have been protected as is evident by this record. This court has allowed both parties to fully litigate this issue. This court has provided both parties with wide latitude in presenting their cases. This court, over the objection of plaintiffs, allowed Philadelphia Indemnity to conduct discovery in preparation for this case. So this court finds that the interests of Philadelphia Indemnity were well protected.

The court is making written findings and conclusions that reflect the court's ruling on plaintiffs' motion for reasonableness. The court concludes that the stipulated judgment amounts were reasonable. I've signed findings and conclusions. Thank you. Court is in recess.

(A recess was taken.)

CERTIFICATE OF REPORTER

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I, RALPH H. BESWICK, CCR, Official Reporter of the Superior Court of the State of Washington in and for the County of Thurston do hereby certify:

1. I reported the proceedings stenographically;

2. This transcript is a true and correct record of the proceedings to the best of my ability, except for any changes made by the trial judge reviewing the transcript;

3. I am in no way related to or employed by any party in this matter, nor any counsel in the matter; and

4. I have no financial interest in the litigation.

Dated this 31st day of October, 2022

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