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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

PAUL LEHTO, individually, JOHN WELLS,  
individually;

Plaintiffs,

vs.

SEQUOIA VOTING SYSTEMS, INC. and  
SNOHOMISH COUNTY;

Defendants.

NO. CO5-0877-RSM

**DECLARATION OF MALCOLM S.  
HARRIS IN OPPOSITION TO  
PLAINTIFF'S MOTION TO REMAND**

**Motion Noting Date: July 8, 2005**

Malcolm S. Harris hereby declares as follows:

I am co-counsel for the defendant Sequoia Voting Systems, Inc. ("Sequoia").

On May 11, 2005, Sequoia filed its Notice of Removal with the Clerk of this Court, thus removing this action to this Court from the Superior Court of the State of Washington for King County. That Notice was filed after consulting with counsel for co-defendant Snohomish County, who concurred in our decision to remove the action to Federal Court. That joint decision was made long before the May 11 filing date.

1 It was agreed between counsel for Sequoia and counsel for Snohomish County  
2 that, rather than prepare two separate Notices of Removal, that one would be prepared,  
3 by Sequoia, and then Snohomish County would indicate its consent to and joinder in  
4 removal by filing a Notice of Joinder.

5 When the Notice of Removal was finished and ready for filing, a copy was faxed  
6 to Douglas Morrill, counsel for Snohomish County, who reviewed the document for the  
7 County. He then telephoned me and advised that the County fully concurred with the  
8 Notice of Removal and expressly authorized me to file a Notice of Joinder on behalf of  
9 the County and to sign his name to the Joinder.

10 I have been practicing law in the State of Washington, and have been licensed to  
11 practice before this Court, since 1972. In my experience, it has always been the practice  
12 and custom among local counsel to authorize other attorneys in the case to sign pleadings  
13 on their behalf, such as joinders, stipulations and agreed orders, whenever the two parties  
14 are in agreement as to the form of the pleading or the relief being sought or agreed to.  
15 This practice saves time, limits paperwork and mailing, avoids duplication of effort by  
16 counsel and simplifies and reduces the cost of conducting of litigation.

17 Obviously, I would never sign a pleading on behalf of another attorney without  
18 first obtaining the attorney's express permission and authority to do so. That would be a  
19 gross violation of all ethical rules and practice standards. I resent the implication by  
20 plaintiff's counsel that I would sign a pleading in this manner without the permission and  
21 direction of the attorney for whom I signed. In this case, Mr. Morrill expressly requested  
22 that I sign and file the joinder on behalf of the County.

1 I declare under penalty of perjury under the laws of the State of Washington that  
2 the foregoing statements are true and correct.

3 Signed at Seattle this 1st day of July, 2005.

4 HARRIS MERICLE & WAKAYAMA

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6 By: \_\_\_\_\_  
7 Malcolm S. Harris, WSBA #4710  
8 Attorney for the Defendant,  
9 Sequoia Voting Systems, Inc.  
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