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10 Attorneys for the United States

11 **IN THE UNITED STATES DISTRICT COURT FOR THE**
12 **DISTRICT OF ARIZONA**

13
14 United States,

15 Plaintiff;

16 v.

17 Town of Colorado City, Arizona, *et al.*,

18 Defendants.
19
20

No. 3:12cv8123-HRH

**SECOND JOINT STATUS REPORT
CONCERNING ALTERED POLICE
REPORTS**

21 On January 16, 2015, this Court ordered: “Plaintiff and Colorado City will please
22 provide the court with an updated status report on [efforts to retrieve the police reports in
23 question] on or before February 6, 2015.” Order, ECF No. 558. Pursuant to that Order,
24 Colorado City and the United States provide the following status report:

25 **The United States’ Position:**

26 Since May 9, 2014, the United States has been engaged in an effort to determine
27 how many CCMO reports were altered prior to production to the United States and how
28 they were altered. *See* Motion for Sanctions for Spoliation of Evidence (May 9, 2014),

1 ECF No. 353. *See* Order at 11, ECF No. 438 (“The evidence also suggests that some
2 police reports were materially altered prior to being produced.”); *id.* at 20 (“Colorado City
3 shall provide plaintiff with the list of altered police reports and how they were altered, or
4 copies of the unaltered reports, on or before August 18, 2014.”). Although Colorado City
5 could not provide the requested information, in November 2014, it became apparent that a
6 third-party electronic database provider, In-Synch Systems, might be able to. *See* Order at
7 3, ECF No. 537 (“[T]he court’s unspoken purpose from the beginning has been to obtain
8 discovery of unaltered police reports or information as to what changes were made in
9 police reports.”). This Court, therefore, declined to sanction Colorado City and instead
10 directed the “Town of Colorado City [to] proceed with its ongoing efforts to recover
unaltered reports or data showing what changes were made in reports.” *Id.* at 4.

11 On December 1, 2015, Colorado City informed the United States that it was
12 awaiting a price quotation from In-Synch Systems to write a software program that would
13 enable In-Synch Systems to search its database of CCMO reports and provide unaltered
14 versions of CCMO police reports. *See* Joint Status Report Concerning Altered Police
15 Reports at 1, ECF No. 556. On December 27, 2014, Colorado City explained potential
16 issues related to the cost and scope of In-Synch System’s search and asked to discuss with
17 the United States “a reasonable way to limit the scope of [In-Synch Systems’] search.”
18 *See id.* The Parties agreed to confer with In-Synch Systems and reported to the Court that
19 following that conference, the Parties expected “to be in a position to report to the Court:
20 (1) that they have reached an agreement on the cost, nature, and scope of In-Synch
21 Systems’ search; (2) that the Parties have agreed upon an alternative arrangement; or (3)
22 that the Parties are at an impasse regarding the cost, nature, or scope of the electronic
search for altered or deleted police reports.” *Id.*

23 On January 6, 2015, the Parties participated in a telephone conference with In-
24 Synch Systems. During that call, it became clear that the software program that In-Synch
25 Systems provided to the CCMO and that the CCMO used to generate and its police reports
26 had a defect, or a “bug.” The practical effect of the “bug” is likely to make it impossible
27 to recover the data the United States has sought since May, 2014. Specifically, the effect
28 of the software bug is likely to make it impossible for In-Synch Systems to identify the

1 pre-alteration content of the narrative and call-notes portions of CCMO reports after those
 2 portions of reports were altered or deleted by officers. In other words, because of a
 3 software bug it is unlikely that In-Synch System can recover the key portions of altered or
 4 deleted CCMO police reports and, therefore, unlikely that the United States will ever
 5 know how those reports were changed.

6 Upon learning this information, the United States, on January 6, 2015, asked In-
 7 Synch Systems to prepare a price quotation for providing or confirming the following
 8 information:

- 9 1. Verify existence for in Colorado City database of the “blob edit” bug and
 10 missing history tracking.
- 11 2. Determine when it started.
- 12 3. Determine the exact behavior that’s happening.
 13 Is there any chance for recovery?
 14 Is there any chance to determine when edits happened?
 15 Is there any chance for recovering the specific changes to the language of
 16 ‘narratives’ and ‘call notes’ database fields that were affected by the bug.
- 17 4. Determine how many (Calls/Cases/Narratives) have been fully deleted.
 18 By Whom?
 19 Are there periods where this deletion rate is higher?
- 20 5. See if there are periods of higher Call Note/Narrative Modification and/or
 21 Deletion
- 22 6. When were they updated and to which versions (since 2010)?
- 23 7. What ConnectWise Ticket Information does In-Synch have?
 24 Relevant interactions with our personnel that is tracked in our CRM system.

25 See In-Synch Systems Quote (Jan. 9, 2015), attached to electronic mail from Kirk Farra,
 26 In-Synch Systems, to All parties (Jan. 8, 2015) (attached as Ex. 1). The purpose of
 27 requesting this information was to determine: (1) if, in fact, it is impossible to recover the
 28 pre-alteration versions of CCMO narratives and call notes, *see* items 1-3, above; (2) to
 determine during what time periods the CCMO may have been engaged in concerted
 efforts to alter or delete reports, *see* items 4-7 above. If the CCMO’s efforts to alter or
 delete police reports coincided with receiving notice of the United States’ lawsuit or
 receiving discovery requests, than it is more likely that those efforts were motivated by
 bad faith. *See Surowiec v. Capital Title Agency, Inc.*, 790 F. supp. 2d 997, 1008 (D. Ariz.
 2011) (noting that sanctions for spoliation should be commensurate with the degree of
 fault associated with the destruction).

1 In-Synch Systems' January 9, 2015 proposed work would cost \$17,500. *See* Ex. 1.
2 The United States asked Colorado City if it would pay that work. *See* Electronic Mail
3 from Sean R. Keveney, U.S. Dep't of Justice, to Jeffrey Matura (Jan. 8, 2015) (attached as
4 Ex. 2). Colorado City, however, asked In-Synch Systems for a revised, proposal, and on
5 January 13, 2015, the United States received a modified proposal in which In-Synch
6 Systems offered, for a cost of \$6,500, to "Verify existence in Colorado City database of
7 the 'blob edit' software bug resulting missing historical data and document when the bug
8 started affecting the database." *See* In-Synch Systems Quote attached to Electronic Mail
9 from Kirk Farra, In-Synch Systems, to Sean R. Keveney, U.S. Dep't of Justice (Jan. 13,
10 2015) (attached as Ex. 3). Colorado City then suggested the Parties accept In-Synch
11 Systems' second, less-expensive quotation, and "verify the existence of the computer bug
12 and document when it began." *See* Electronic Mails between Sean R. Keveney, U.S.
13 Dep't of Justice, and Jeffrey Matura, counsel for Colorado City (Jan. 23-26, 2015)
14 (attached as Ex. 4). Colorado City also pointed out that In-Synch Systems had "confirmed
15 over the phone" the existence of the software bug, and that, as a result, "In-Synch Systems
16 cannot provide the information that the Court ordered." *Id.* Colorado City, however, then
17 suggested that because the data is beyond recovery, the United States should withdraw its
18 request for a missing-evidence instruction. *Id.*

18 The United States rejected Colorado City's proposal. *See id.* Specifically, the
19 United States pointed out that the existence of the bug in In-Synch System's software,
20 rather than excusing Colorado City's conduct, means that Colorado City was, in fact,
21 "successful in its original goal: altering or deleting police reports beyond recovery." *Id.*

22 At this point the Parties are at an impasse. Furthermore, based on communications
23 with In-Synch Systems it appears that the contents of certain CCMO police reports have
24 been altered or deleted beyond recovery.

25 Colorado City's suggestion, set forth below, that the United States can recover the
26 missing data by manually comparing hard copies of reports is misplaced for two reasons.
27 First, Colorado City's recent discovery of a "copied virtual machine," *see* ECF No. 529-2,
28 has resulted in the production of arguably unaltered reports only up in January 2013. The
hard-copy production of reports fortuitously discovered on a "copied virtual machine," in

1 no way cures the prejudice the United States suffered. The production of those reports
2 will enable the United States only to identify changes made to police reports that were
3 generated before January 26, 2013, then produced after April 23, 2013. *See* The Town of
4 Colorado City's Position, *infra* ("Colorado City understands that the "unaltered" reports
5 that it produced go through January 26, 2013 . . ."). Colorado City, however, continued
6 producing police reports up to the close of discovery on July 31, 2014. The "copied
7 virtual machine" production will not show alterations or deletions to reports generated by
8 the CCMO after January 26, 2013. *See* United States' Response to Colorado City's
9 Motion Regarding Sanctions at 5, ECF No. 532 ("The copied virtual machine also does
10 not purport to cover the period from January 2013, to present, in which additional police
11 reports could have been, and according to Helaman Barlow and Lorenzo Barlow were,
12 altered."). As the United States pointed out previously, at least one report that was
13 materially altered before production to the United States was generated and changed in
14 December 2013, almost a year after the last report found on the "copied virtual machine."
15 *See* ECF No. 370-1. Second, the burden should not be on the United States to manually
16 compare thousands of pages of reports that should have been produced in unaltered form.
17 *See id/* at 5.

18 The United States therefore requests that the Court grant the United States' original
19 request for a missing-evidence instruction. *See* Motion for Sanctions, ECF No. 353. In
20 the alternative, the United States requests that the Court direct the Parties to provide
21 further briefing on this issue.

22 **The Town of Colorado City's Position:**

23 **A. Overview.**

24 Colorado City does not believe the parties are at an impasse. In-Synch Systems has
25 stated that a bug exists within its database that prevents it from completing the work that
26 the parties requested, but the existence of that bug and when it started impacting In-Synch
27 Systems' database is not yet known with certainty. Colorado City therefore offered to
28 work with, and pay, In-Synch Systems to verify these issues. If the result is that a bug
does not exist, the parties can continue to work with In-Synch Systems to try and obtain

1 the requested information in a form that is useable to the parties. If the result is that a bug
2 does exist (which is likely), the parties can then look to other available options. These
3 other options, the context of how this issue arose, and recent relevant deposition testimony
4 from one of the United States' expert witnesses are discussed below, all of which show
5 that the United States' request for a missing-evidence instruction is unjustified.

6 **B. In-Synch Systems.**

7 The process with In-Systems began after the United States represented to this Court
8 that In-Synch Systems could "generate a report showing 'every change made to every
9 record,' including 'the exact change made, who made the change, and the time of the
10 change.'" See United States' Response to Colorado City's Motion Regarding Sanctions
11 [Doc. 532], at p. 9, lines 4 – 7 (quoting affidavit of Philip Johnson, attached as Exhibit 3
12 to the United States' motion). After receiving this representation, Colorado City contacted
13 In-Synch Systems and asked it to complete the requested work. See E-Mail
14 Correspondence with In-Synch Systems, attached as Exhibit 1 to Colorado City's Reply
15 Regarding Sanctions [Doc. 536].

16 Colorado City and In-Synch Systems then had several conversations throughout
17 November and December 2014 regarding the scope of documents to search, the
18 timeframe, and other relevant parameters. See E-Mail Correspondence, attached as
19 Exhibits 1 – 4 of Joint Status Report Concerning Altered Police Reports [Doc. 556].
20 During these conversations, In-Synch Systems raised a concern that the search parameters
21 were too broad and would result in "millions" of responsive pages. Id. at Exhibit 4. In-
22 Synch Systems therefore suggested that the parties limit the search parameters to a
23 specific officer(s), incident(s), or report(s). Id. When Colorado City received this request,
24 it contacted the United States to schedule a conference call with In-Synch Systems. Id.

25 This conference call occurred on January 6, 2015. During this call, In-Synch
26 Systems explained for the first time that it believed a bug existed within its database that
27 prevents it from being able to show changes to the narrative description in any particular
28 report. See January 23, 2015 E-Mail Correspondence from Jeffrey Matura and to Sean

1 Keveney, attached hereto as Exhibit 4. These changes – if any in fact exist – are what the
2 United States wants to review, and if In-Synch Systems cannot produce them, the United
3 States stated that it was not worth anyone’s time or money to continue this process. Id.
4 The United States then asked In-Synch Systems whether it could complete other work on
5 the database, including to determine how many documents were fully deleted, if any
6 periods of higher modifications or deletions exist, when In-Synch Systems updated the
7 Marshal’s Department’s database, and when representatives from the Marshal’s
8 Department contacted In-Synch Systems’ help-desk. In-Synch Systems thereafter
9 provided a quote of \$17,500.00 to complete this work. See In-Synch Systems’ First
10 Quote, attached hereto as Exhibit 1.

11 Colorado City did not believe this additional work was relevant to the task at hand
12 or to what this Court directed Colorado City to complete. The request for the additional
13 work also included several faulty assumptions. For example, a period of higher
14 modifications does not necessarily equate to an officer “altering” a report; rather, an
15 officer could fix a date, correct a misspelled name, or add additional information, all of
16 which would show up as a “modification,” but none of which would mean that an officer
17 did anything wrong. Or, two officers could accidentally open two separate reports on the
18 same incident, thereby requiring a supervisor to delete one of the reports and/or merge the
19 two reports together, which would result in a “deletion,” but again would not mean anyone
20 did anything wrong. Police departments that use a record management system (such as
21 the Marshal’s Department) have a constant, daily flow of activity in and out of police
22 reports by supervisors and officers such that changes, edits, and alterations are a normal
23 part of police work. And so because the additional work the United States requested
24 would not necessarily provide accurate or useful results, Colorado City asked In-Synch
25 Systems to provide a quote to verify the existence of the bug and to determine when the
26 bug started affecting its database. In-Synch Systems provided this second quote to all
27 parties, which included a cost of \$6,500.00. See In-Synch Systems’ Second Quote,
28 attached hereto as Exhibit 3.

Colorado City recommended to the United States that In-Synch Systems “provide additional verification of the existence of the computer bug and that it began before the relevant timeframe,” as described in its second quote. See January 23, 2015 E-Mail Correspondence from Jeffrey Matura and to Sean Keveney, attached hereto as Exhibit 4. Colorado City also agreed to cover the cost of this verification, and stated that it believed it was reasonable to assume that the United States would withdraw its request for sanctions. Id. The United States disagreed. See January 26, 2015 E-Mail Correspondence from Sean Keveney and to Jeffrey Matura, attached hereto as Exhibit 4.

Despite the United States’ disagreement, Colorado City still believes that In-Synch Systems should confirm that the bug exists within its database, when the bug began, and whether it prevents In-Synch Systems from providing the requested information. Colorado City also still remains willing to cover the cost to complete this work.

C. Using Hard-Copies As Alternative Option.

If In-Synch Systems cannot provide the requested information, another available option is to use hard-copies of the police reports, which Colorado City already provided to the United States.

As explained in Colorado City’s Motion Regarding Sanctions [Doc. 529], Colorado City produced all police reports as they existed on January 26, 2013. This date is before the United States sent its request for production on April 23, 2013 that led to this entire issue, and so the police reports from January 26, 2013 are the “unaltered” versions. More specifically, Colorado City produced to the United States the following documents with the corresponding bates numbers:

2010 Completed Reports	CCDOJ070385 – 73839
2011 Completed Reports	CCDOJ073840 – 75232
2011 Pending Reports	CCDOJ075233 – 75254
2012 Completed Reports	CCDOJ075255 – 76446
2012 Pending Reports	CCDOJ076447 – 76523
2012 Submitted Reports	CCDOJ076524 – 76574
2013 Completed Reports	CCDOJ076575 – 76581
2013 Pending Reports	CCDOJ076582 – 76587

2013 Submitted Reports CCDOJ076588 – 76594
Calls from 1/1/2010 to 1/26/13 CCDOJ076595 – 81717

“Completed” reports are reports that the Marshal approved, and are therefore considered final. “Submitted” reports are reports that an officer submitted to the Marshal for final approval, but which the Marshal had not yet approved. And “pending” reports are reports on which an officer was still working.

The United States can use these reports to complete a side-by-side comparison with the reports that Colorado City produced to the United States after its April 23, 2013 discovery request. This comparison will enable the United States to see whether any changes or alterations were made to the narrative descriptions (or anywhere else on the reports) and, if so, what those changes or alterations were and whether they are material. This information is exactly what the United States wants. A computer printout or summary from In-Synch Systems might be easier to review, but if that is not possible, a manual review is still available.

Colorado City understands that the “unaltered” reports that it produced go through January 26, 2013, but that the United States’ request for production was issued on April 23, 2013, thereby leaving a three-month gap. To cover this small gap, the United States can manually review the reports that were created from January 26 to April 23, 2013 (which Colorado City already produced) and identify whether any reports during that timeframe contain incidents material to this lawsuit. If so, the parties can then go back to In-Synch Systems and ask it to determine whether any changes occurred to those specific reports. Although In-Synch Systems may not be able to describe the specific change that occurred due to the bug in its database, it could at least confirm whether a change occurred, how many changes occurred, etc. Therefore, by completing a manual review, and then using In-Synch Systems if necessary, the United States can obtain all the information it seeks. Colorado City also provided to the United States affidavits from the officers to confirm what changes they made to any remaining police reports in April 2013 and why they made those changes. See Affidavits, attached as Exhibit 3 to Colorado

1 City's Motion Regarding Sanctions [Doc. 529], and Exhibit 3 to Colorado City's Reply
2 Regarding Sanctions [Doc. 536].

3 **D. Officers' Changes To Reports.**

4 Colorado City believes this issue regarding altering police reports has lost its focus
5 and turned into something larger than it should have ever become. The officers' affidavits
6 (as referenced above) confirm what changes they made after Colorado City received the
7 United States' discovery requests and why they made those changes. To review, the
8 officers' affidavits confirm the following facts: (1) in April 2013, then-Chief Helaman
9 Barlow asked each officer to complete any unfinished reports and calls so that he could
10 approve them as final and produce them to the United States; (2) each officer completed
11 about a dozen reports; (3) the officers did not make any alterations to portions of the
12 report that were already written, other than to fix obvious errors such as coding or
13 grammar; (4) the officers added information such as follow-up work on the case, notes of
14 photographs, notes of witness statements, and other evidence gathered since the report was
15 opened; (5) any alterations were only made to incomplete, non-final reports; and (6) no
16 changes were made to reports that were already approved and final. Id. The officers'
17 conduct here is no different than any other officer's conduct from another police
18 department, as reports are always in a constant state of change until they are final.

19 The United States assumes that any change an officer made to a report was
20 improper and sanctionable. But this Court need only look to the United States' own
21 expert witness to confirm that the officers' conduct here was not improper. The United
22 States identified Lyle Mann as an expert witness. See United States' Rule 26(a)(2)(C)
23 Expert Disclosure [Doc. 458]. Mr. Mann is the Executive Director of the Arizona Peace
24 Officers Standards and Training Board, which certifies all Arizona police officers,
25 including those who work for the Marshal's Department. During Mr. Mann's deposition,
26 he agreed that it is proper for an officer to make changes to a report before it is final and
27 also proper for an officer to finish a report before producing it in response to a discovery
28 request. Here is the relevant testimony from his deposition:

1 Q: Okay. Let me stop you right there and let's see if we can kind of
2 unpackage that a little bit. So you would agree with me that it's
3 okay to make changes to an original report, not making – we're
4 not talking about making a supplement report by the original
5 police report. It's okay to make changes to that until it has
6 actually been submitted, meaning it has been approved by the
7 supervisor and submitted?

8 A: In my opinion, that's correct.

9 Q: Okay. And so if a discovery request was received in which it
10 requested a bunch of police reports, and at that point in time, if
11 there were a bunch of police reports that had yet to be signed off
12 by the supervisor and had not been completed, would it be
13 appropriate for those officers to finish their reports, submit them
14 to the supervisor before they were produced in response to the
15 discovery request?

16 Mr. Donnelly: Form.

17 A: Given the scenario that you outlined, believing that the
18 information in the reports was true and accurate and not – and not
19 in any way modified so that they weren't true and accurate, the
20 scenario you gave me would make sense to me.

21 See Deposition Transcript of Lyle Mann, at p. 182, line 15 to p. 183, line 11, attached
22 hereto as Exhibit 5. This sworn testimony confirms that the officers' conduct after
23 Colorado City received the United States' discovery request was proper.

24 **E. Conclusion.**

25 Based upon the history of this dispute, the documents that Colorado City has
26 already produced to the United States, the testimony from the United States' expert, and
27 all other related issues, Colorado City requests that this Court deny the United States'
28 request for a missing-evidence instruction. It is not justified and not legally supported.
Instead, this Court should direct Colorado City to work with, and pay, In-Synch Systems
to verify that the bug exists and to confirm when it started affecting In-Synch Systems'
database. If the bug prevents In-Synch Systems from providing the requested information,
the United States can then complete a manual comparison of the documents already

1 produced (and use In-Synch Systems at that time, if necessary). The United States can
 2 also present during trial whatever evidence or arguments it deems appropriate on this
 3 issue, while at the same time Colorado City can present whatever evidence and arguments
 4 it deems appropriate (including the sworn testimony of the United States' own expert
 5 witness) to explain that the officers' conduct was proper and consistent with the standards
 6 set forth by Arizona POST. The jury can then serve as the ultimate factfinder on this
 7 issue.

8
 9 Respectfully submitted,

10 FOR THE UNITED STATES:

11 STEVEN H. ROSENBAUM
 12 Chief
 13 Housing and Civil Enforcement Section

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 16 Special Litigation Section

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22 /s/ Sean R. Keveney
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FOR COLORADO CITY:

/s/ Jeffrey C. Matura with permission
Jeffrey C. Matura
Asha Sebastian
Graif Barrett & Matura, P.C.
1850 North Central Avenue, Suite 500
Phoenix, Arizona 85004
*Attorneys for Defendant Town of
Colorado City*

CERTIFICATE OF SERVICE

I certify that on February 6, 2015, I caused a copy of the foregoing *Second Joint Status Report Concerning Altered Police Reports* to be sent via the Court's ECF system to the following:

Jeffrey C. Matura
Asha Sebastian
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1850 North Central Avenue, Suite 500
Phoenix, Arizona 85004
Attorneys for Defendant Town of Colorado City

R. Blake Hamilton
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111 East Broadway, Suite 900
Salt Lake City, Utah 84111
Attorneys for Defendants City of Hildale, Twin City Water Authority, and Twin City Power

/s/ Sean R. Keveney
SEAN R. KEVENEY
Attorney for the United States

Exhibit 1

Keveney, Sean R (CRT)

From: Kirk Farra [Kirk.Farra@in-synch.com]
Sent: Thursday, January 08, 2015 12:20 PM
To: Keveney, Sean R (CRT)
Cc: Donnelly, Matthew (CRT); Crockett, Jessica (CRT); Hylton, Jeff (CRT); Hayes, Chris (CRT); Blake Hamilton (bhamilton@djplaw.com); Jeff Matura
Subject: RE: U.S. v. Colorado City. et al.
Attachments: U.S. v. Colorado City - AAAQ1334.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

All,

Please see the attached quote which represents the cost for our services to undertake the action items discussed in our conference call on Tuesday.

It will take us roughly two weeks to do the work after receiving a purchase order for the services.

Regards,

Kirk

From: Keveney, Sean R (CRT) [<mailto:Sean.R.Keveney@usdoj.gov>]
Sent: Tuesday, January 6, 2015 2:54 PM
To: Kirk Farra
Cc: Donnelly, Matthew (CRT); Crockett, Jessica (CRT); Hylton, Jeff (CRT); Hayes, Chris (CRT); Blake Hamilton (bhamilton@djplaw.com); Jeff Matura
Subject: U.S. v. Colorado City. et al.

Kirk:

Thank you for your time today. I have copied all the parties on this email.

Regards,

Sean R. Keveney
Trial Attorney
Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Ave., NW
Washington, D.C. 20530
(202) 514-4838



QUOTE

Prepared For:
U.S. Department of Justice

Sean Keveney
950 Pennsylvania Ave., NW
Washington, DC 20530
United States

Phone (202) 514-4838

Fax

Email Sean.R.Keveney@usdoj.gov

Prepared By:
Kirk A. Farra

724-454-8611 ext 103
kirk.farra@in-synch.com

Quote Number: AAAQ1334

Quote Date: Jan 9, 2015

Description	Qty	Unit Price	Ext. Price
Consulting			
Action Items	1	\$17,500.00	\$17,500.00
1. Verify existence for in Colorado City database of the "blob edit" bug and missing history tracking. 2. Determine when it started. 3. Determine the exact behavior that's happening. Is there any chance for recovery? Is there any chance to determine when edits happened? Is there any chance for recovering the specific changes to the language of 'narratives' and 'call notes' database fields that were affected by the bug 4. Determine how many (Calls/Cases/Narratives) have been fully deleted. By Whom? Are there periods where this deletion rate is higher? 5. See if there are periods of higher Call Note/Narrative Modification and/or Deletion 6. When were they updated and to which versions (since 2010)? 7. What ConnectWise Ticket Information does In-Synch have? Relevant interactions with our personnel that is tracked in our CRM system.			
Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Pricing is good for 60 days.			Total \$17,500.00

This quote is confidential and represents a sales proposal for the indicated client only.

In-Synch RMS is a Records Management/Report Writing Solution and Investigative Tool that can be used anywhere, with or without a network connection.

In-Synch Systems * 129 McCarrell Lane - Suite 301 * Zelienople, PA 16063
1-800-243-6540 * Fax: 724-452-8922 * www.in-synchsystems.com

Quote # AAAQ1334

If you agree to the terms and conditions of this quote, please sign and date below, and fax to 724-452-8922 or email to sales@in-synch.com. We will contact you to begin your implementation.

Signature and Date

This quote is confidential and represents a sales proposal for the indicated client only.

In-Synch RMS is a Records Management/Report Writing Solution and Investigative Tool that can be used anywhere, with or without a network connection.

In-Synch Systems * 129 McCarrell Lane - Suite 301 * Zelienople, PA 16063
1-800-243-6540 * Fax: 724-452-8922 * www.in-synchsystems.com

Exhibit 2

Keveney, Sean R (CRT)

From: Keveney, Sean R (CRT)
Sent: Thursday, January 08, 2015 1:32 PM
To: Jeff Matura
Cc: Hylton, Jeff (CRT); Hayes, Chris (CRT); Donnelly, Matthew (CRT); Crockett, Jessica (CRT); Blake Hamilton (bhamilton@djplaw.com)
Subject: FW: U.S. v. Colorado City. et al.
Attachments: U.S. v. Colorado City - AAAQ1334.pdf

Mr. Matura,

Please confirm that Colorado City will be bearing the costs reflected in the attached proposal from Mr. Farra.

Regards,

Sean R. Keveney

Sean R. Keveney
Trial Attorney
Civil Rights Division
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950 Pennsylvania Ave., NW
Washington, D.C. 20530
(202) 514-4838

From: Kirk Farra [<mailto:Kirk.Farra@in-synch.com>]
Sent: Thursday, January 08, 2015 12:20 PM
To: Keveney, Sean R (CRT)
Cc: Donnelly, Matthew (CRT); Crockett, Jessica (CRT); Hylton, Jeff (CRT); Hayes, Chris (CRT); Blake Hamilton (bhamilton@djplaw.com); Jeff Matura
Subject: RE: U.S. v. Colorado City. et al.

All,

Please see the attached quote which represents the cost for our services to undertake the action items discussed in our conference call on Tuesday.

It will take us roughly two weeks to do the work after receiving a purchase order for the services.

Regards,

Kirk

From: Keveney, Sean R (CRT) [<mailto:Sean.R.Keveney@usdoj.gov>]
Sent: Tuesday, January 6, 2015 2:54 PM
To: Kirk Farra
Cc: Donnelly, Matthew (CRT); Crockett, Jessica (CRT); Hylton, Jeff (CRT); Hayes, Chris (CRT); Blake Hamilton (bhamilton@djplaw.com); Jeff Matura
Subject: U.S. v. Colorado City. et al.

Kirk:

Thank you for your time today. I have copied all the parties on this email.

Regards,

Sean R. Keveney
Trial Attorney
Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Ave., NW
Washington, D.C. 20530
(202) 514-4838

Exhibit 3

Keveney, Sean R (CRT)

From: Keveney, Sean R (CRT)
Sent: Monday, January 26, 2015 4:25 PM
To: Jeff Matura; Donnelly, Matthew (CRT); Crockett, Jessica (CRT)
Cc: Blake Hamilton (bhamilton@djplaw.com)
Subject: RE: Colorado City v. United States / In-Synch Systems

Mr. Matura,

The United States will not agree to the plan you propose below for two reasons.

First, Colorado City's proposal in no way remedies the prejudice the United States has suffered as a result of Colorado City's spoliation. Rather, your proposal evinces a fundamental misunderstanding of the nature of the problem and the purpose of the missing-evidence instruction that the United States originally requested. A missing-evidence instruction serves both a remedial and a punitive purpose. It is designed (1) to remedy the harm caused when a party destroys evidence, thus making the evidence unavailable to the opposing party; and (2) to punish the destruction and deter future similar conduct.

The Court has determined that the CCMO materially altered or deleted an unknown number of police reports. The United States learned of this conduct only fortuitously when CCMO Chief Helaman Barlow decided to reveal what the CCMO had done during his second deposition in this case. Initially, it appeared that despite the CCMO's efforts to alter or delete records after receiving notice of the United States' lawsuit, there was some chance that In-Synch Systems could recover the lost data and identify specific alterations or deletions. If the data could have been recovered, then there was a possibility that at least the remedial purpose underlying a missing-evidence instruction would no longer be necessary; In-Synch could remedy the harm caused by the CCMO's conduct. It now appears, however, that because of a software bug, In-Synch cannot recover the data Colorado City destroyed. Stated differently, the software bug means that, in the end, CCMO was successful in its original goal: altering or deleting police reports beyond recovery. The presence of the software bug therefore in no way excuses Colorado City's conduct. On the contrary, it makes a missing-evidence instruction all the more necessary.

Second, the United States continues to believe that Mr. Farra's original proposal is the appropriate one, and that Colorado City should bear the full cost of In-Synch's performing the proposed work. As you appear to agree, it is necessary, at a minimum, to confirm the existence and effect of the software bug. The remainder of Mr. Farra's original proposal, however, is also necessary and appropriate. The United States has a legitimate interest, based on Colorado City's conduct, in determining when and how often CCMO officers attempted to alter or delete reports. The United States also has an interest, based on Colorado City's conduct, in determining if and when CCMO officers deleted reports, later realized their conduct could be discovered, and then attempted to contact In-Synch's help desk in an effort to recover deleted reports. Such information is relevant to determining the full scope of the spoliation or attempted spoliation.

Please indicate, by the close of business on January 29, 2015, whether Colorado City will agree to Mr. Farra's original proposal and agree to bear the full cost associated with that proposal.

Regards,

Sean R. Keveney

Sean R. Keveney
Trial Attorney
Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Ave., NW
Washington, D.C. 20530

(202) 514-4838

From: Jeff Matura [mailto:JMatura@gbmlawpc.com]
Sent: Friday, January 23, 2015 6:04 PM
To: Keveney, Sean R (CRT); Donnelly, Matthew (CRT); Crockett, Jessica (CRT)
Cc: Blake Hamilton (bhamilton@djplaw.com)
Subject: Colorado City v. United States / In-Synch Systems

Sean:

This e-mail is to follow-up on the two quotes the parties received from In-Synch Systems. The Court previously ordered Colorado City to "proceed with its ongoing efforts to recover unaltered reports or data showing what changes were made in reports." Colorado City has been in frequent communication with In-Synch Systems to comply with this order. However, we all learned during our joint conference call with Kirk Farra that a computer bug exists within In-Synch Systems' software that prevents it from being able to recover any changes to the narrative description in any particular call or case report. As you stated to Mr. Farra during that call, those changes to the narrative description are what the United States seeks, and if the bug prevents In-Synch Systems from being able to produce that information, you stated that it is not worth anyone's time or money to continue this process.

In-Synch Systems then provided two quotes. The first quote was to verify the existence of the computer bug and complete additional work that you requested. This quote was for \$17,500. The second quote was to verify the existence of the computer bug and document when it began. This quote was for \$6,500. If the computer bug exists (which Mr. Farra has at least confirmed over the phone), then In-Synch Systems cannot provide the information that the Court ordered. Mr. Farra also confirmed during our joint conference call that the Marshal's Department does not have any independent ability to produce the requested information, but even if it did, its database contains the computer bug.

Based upon all the information learned from In-Synch Systems, I recommend that In-Synch Systems provide additional verification of the existence of the computer bug and that it began before the relevant timeframe. If Colorado City covers the cost for this work, it is reasonable to expect that the United States will withdraw its request for sanctions against Colorado City regarding the production of unaltered police reports or changes made to reports.

Please let me know whether the United States is agreeable to this plan.

Jeffrey C. Matura
Graif Barrett & Matura, P.C.
1850 North Central Avenue, Suite 500
Phoenix, Arizona 85004
Direct: 602-792-5721
Fax: 602-792-5710
E-Mail: jmatura@gbmlawpc.com

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Keveney, Sean R (CRT)

From: Keveney, Sean R (CRT)
Sent: Friday, January 23, 2015 8:42 AM
To: Jeff Matura
Cc: Donnelly, Matthew (CRT); Crockett, Jessica (CRT); Blake Hamilton (bhamilton@djplaw.com)
Subject: RE: U.S. v. Colorado City. et al.

Mr. Matura,

The United States does not agree with your characterization of events as set forth in your email below. For one thing, the United States disagrees that it changed the nature of the conversation during our discussion with In-Synch Systems. As you are aware, the Court's orders on this issue deal with discovering the full scope of alterations *and* deletions to CCMO reports. Determining when higher rates of narrative changes or deletions were taking place is relevant to that inquiry. If the higher rates of narrative changes or deletions took place after Colorado City received notice of the United States' lawsuit or after Colorado City received written discovery requests, that fact would tend to show an intent to deceive on the part of the CCMO. The United States also disagrees with your claim that your failure to object to the proposed scope of work was merely out of deference to Mr. Farra. The scope of work was described in an email on which all parties were copied. If Colorado City wished to object, it could have written to the United States and done so. Finally, the United States disagrees with your claim that copying Mr. Farra on an email was inappropriate. As you know, at the conclusion of our call with Mr. Farra, all parties to the call agreed that they should be included, going forward, on all communications regarding this issue. Indeed, it was because of that agreement that the United States was surprised to see that Colorado City had been communicating with In-Synch Systems without including the United States.

The United States' disagreement with your characterization of events aside, the fact remains that the Court has requested a status report. On January 13, 2015, the United States wrote to Colorado City and asked: "Please confirm (1) that Colorado City will request In-Synch Systems to perform the work outlined in Mr. Farra's original, January 8, 2015 proposal and (2) that Colorado City will bear the costs associated with that work." *See* Electronic mail message from Sean R. Keveney, U.S. Dep't of Justice, to Jeffrey Matura, counsel for Colorado City (Jan. 13, 2015).

The United States has yet to receive a response to these specific requests. Please indicate when Colorado City intends to provide the requested confirmation.

Regards,

Sean R. Keveney

Sean R. Keveney
Trial Attorney
Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Ave., NW
Washington, D.C. 20530
(202) 514-4838

From: Jeff Matura [mailto:JMatura@gbmlawpc.com]
Sent: Tuesday, January 13, 2015 7:15 PM
To: Keveney, Sean R (CRT)
Cc: Donnelly, Matthew (CRT); Crockett, Jessica (CRT); Blake Hamilton (bhamilton@djplaw.com)
Subject: RE: U.S. v. Colorado City. et al.

Sean:

Your insinuation that Colorado City is not complying with the Court's order is entirely without merit and unfair. Colorado City has taken – and continues to take – all steps necessary to comply with the Court's order regarding police reports. But because of your unfair characterization of what has occurred since the Court's order, I feel compelled to respond in detail to your below e-mail.

First, the Court ordered Colorado City to “proceed with its ongoing efforts to recover unaltered reports or data showing what changes were made in reports.” Colorado City has been in frequent communication with In-Synch Systems to work on this issue. I have kept you updated on these communications via e-mail and also offered for you to participate in a conference call with Kirk Farra at In-Synch Systems to discuss this issue.

Second, when we participated in a joint conference call with Kirk Farra last week, he confirmed that a computer bug exists within In-Synch Systems' software that prevents it from being able to recover any changes to the narrative description in any particular call or case report. As you stated to Mr. Farra during the call, those changes to the narrative description are what the United States seeks, and if the bug prevents In-Synch Systems from being able to produce that information, you admitted that it was not worth anyone's time or money to continue this process.

Third, toward the end of the conference call, you changed the discussion and inquired of Mr. Farra whether In-Synch Systems could complete other work on the Marshal's Department's database, such as determining whether higher periods of narrative changes occurred, when In-Synch Systems last updated the Marshal's Department's database, how often the Marshal's Department contacted the help desk at In-Synch Systems, etc. I did not object to this discussion because it would have been unprofessional and placed Mr. Farra in the uncomfortable position of being stuck between two attorneys with different views on a topic. But also, if the United States is interested in this additional type of information unrelated to the Court's order, I was not going to interrupt your conversation with Mr. Farra. My lack of objection, however, was not intended as some affirmation that your additional requests to In-Synch Systems were proper or within the scope of the Court's order. I also believe it is instructive that Mr. Farra prepared the proposal for you (as stated on the proposal) because everyone on the call understood that these were additional issues that you wanted to inquire about.

Fourth, after receiving Mr. Farra's January 8, 2015 proposal, I wondered how much of that proposal was related to “verifying” that the computer bug exists (which Mr. Farra told all of us it did exist during our conference call) versus how much was related to the additional work that you requested. I therefore asked Mr. Farra to provide a revised proposal on just verifying that the bug exists. He again told me that he already knows the bug exists, but that he would provide a revised proposal.

Fifth, we all received Mr. Farra's revised proposal today.

Sixth, you copied Mr. Farra on your below e-mail, which I believe is inappropriate. Mr. Farra expressed during our joint conference call that he wants to stay out of this dispute, and so I am not copying him on this response. He is a vendor, not a lawyer involved in this case.

Finally, Colorado City will now review Mr. Farra's original and revised proposals and decide the most appropriate way to proceed consistent with the Court's order. I will let you know as soon as I have direction from Colorado City.

If you would like to further discuss these issues, let me know.

Jeffrey C. Matura

Graif Barrett & Matura, P.C.
1850 North Central Avenue, Suite 500
Phoenix, Arizona 85004
Direct: 602-792-5721
Fax: 602-792-5710
E-Mail: jmatura@gbmlawpc.com

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are not the intended recipient, please contact me immediately so that any mistake in transmission can be corrected, and then delete the message and any attachments from your system.

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From: Keveney, Sean R (CRT) [<mailto:Sean.R.Keveney@usdoj.gov>]

Sent: Tuesday, January 13, 2015 8:23 AM

To: Jeff Matura

Cc: Donnelly, Matthew (CRT); Crockett, Jessica (CRT); Hylton, Jeff (CRT); Hayes, Chris (CRT); Blake Hamilton (bhamilton@djplaw.com); Kirk Farra

Subject: RE: U.S. v. Colorado City. et al.

Mr. Matura,

I write to raise concerns regarding Colorado City's efforts to comply with the Court's orders relating to the recovery or identification of altered or deleted police reports.

As you know, based on concerns Colorado City expressed in an email sent December 27, 2014, on January 6, 2015, the parties participated in a conference call with Mr. Farra of In-Synch Systems in an attempt to narrow the scope of work that In-Synch would need to undertake in connection with Colorado City's obligations arising from the Court's November 26, 2014 Order. See Order at 4, ECF No. 537 (ordering, "The Town of Colorado City shall proceed with its ongoing efforts to recover unaltered reports or data showing what changes were made in [police] reports.") (emphasis added). At the conclusion of that conversation, Mr. Farra outlined a proposed scope of work that was significantly narrower than what you discussed in your December 27, 2014 email. The United States indicated Mr. Farra's proposal was acceptable; neither Colorado City nor the Hildale Defendants objected or raised any concerns. Mr. Farra confirmed the scope of work in an email sent that same day to all parties. Again, neither Colorado City nor the Hildale Defendants expressed any concerns.

On January 8, 2015, Mr. Farra sent a formal proposal memorializing the scope of work the parties had discussed and quoting a price of \$17,500 for that work. The United States then wrote to confirm that Colorado City would bear that cost. We received no response from Colorado City.

Today, January 13, 2015, Mr. Farra provided a revised proposal, via email, with a scope of work that is significantly narrower than what the parties discussed. Mr. Farra's email also indicates that the revised proposal is based on a conversation he had with you in which the United States was not invited to participate, and in which the United States did not have an opportunity to participate. Finally, Mr. Farra's revised proposal continues to suggest that the United States will be responsible for the costs associated with In-Synch System's efforts to determine the full scope of Colorado City's efforts to alter or delete police reports after receiving notice of this lawsuit.

Please confirm (1) that Colorado City will request In-Synch Systems to perform the work outlined in Mr. Farra's original, January 8, 2015 proposal and (2) that Colorado City will bear the costs associated with that work. In addition, please ensure that in the future the United States is included in Colorado City's communications with In-Synch Systems regarding these issues.

Regards,

Sean R. Keveney

Sean R. Keveney
Trial Attorney
Civil Rights Division

U.S. Department of Justice
950 Pennsylvania Ave., NW
Washington, D.C. 20530
(202) 514-4838

From: Kirk Farra [<mailto:Kirk.Farra@in-synch.com>]
Sent: Tuesday, January 13, 2015 9:56 AM
To: Keveney, Sean R (CRT)
Cc: Donnelly, Matthew (CRT); Crockett, Jessica (CRT); Hylton, Jeff (CRT); Hayes, Chris (CRT); Blake Hamilton (bhamilton@djplaw.com); Jeff Matura
Subject: RE: U.S. v. Colorado City. et al.

All,

Per my discussion with Jeff Matura, attached is a revised quote.
This also includes our time invested in this matter to date.

Regards,

Kirk

Kirk Farra

President
In-Synch Systems, LLC
www.in-synchrms.com
Kirk.Farra@in-synch.com
Phone: 800-243-6540 x 103

From: Kirk Farra
Sent: Thursday, January 8, 2015 12:20 PM
To: 'Keveney, Sean R (CRT)'
Cc: Donnelly, Matthew (CRT); Crockett, Jessica (CRT); Hylton, Jeff (CRT); Hayes, Chris (CRT); Blake Hamilton (bhamilton@djplaw.com); Jeff Matura
Subject: RE: U.S. v. Colorado City. et al.

All,

Please see the attached quote which represents the cost for our services to undertake the action items discussed in our conference call on Tuesday.
It will take us roughly two weeks to do the work after receiving a purchase order for the services.

Regards,

Kirk

From: Keveney, Sean R (CRT) [<mailto:Sean.R.Keveney@usdoj.gov>]
Sent: Tuesday, January 6, 2015 2:54 PM
To: Kirk Farra
Cc: Donnelly, Matthew (CRT); Crockett, Jessica (CRT); Hylton, Jeff (CRT); Hayes, Chris (CRT); Blake Hamilton

(bhamilton@djplaw.com); Jeff Matura

Subject: U.S. v. Colorado City, et al.

Kirk:

Thank you for your time today. I have copied all the parties on this email.

Regards,

Sean R. Keveney
Trial Attorney
Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Ave., NW
Washington, D.C. 20530
(202) 514-4838

Exhibit 4

Keveney, Sean R (CRT)

From: Kirk Farra [Kirk.Farra@in-synch.com]
Sent: Tuesday, January 13, 2015 9:56 AM
To: Keveney, Sean R (CRT)
Cc: Donnelly, Matthew (CRT); Crockett, Jessica (CRT); Hylton, Jeff (CRT); Hayes, Chris (CRT); Blake Hamilton (bhamilton@djplaw.com); Jeff Matura
Subject: RE: U.S. v. Colorado City. et al.
Attachments: U.S. v. Colorado City - AAAQ1341.pdf

All,

Per my discussion with Jeff Matura, attached is a revised quote.
This also includes our time invested in this matter to date.

Regards,

Kirk

Kirk Farra

President
In-Synch Systems, LLC
www.in-synchrms.com
Kirk.Farra@in-synch.com
Phone: 800-243-6540 x 103

From: Kirk Farra
Sent: Thursday, January 8, 2015 12:20 PM
To: 'Keveney, Sean R (CRT)'
Cc: Donnelly, Matthew (CRT); Crockett, Jessica (CRT); Hylton, Jeff (CRT); Hayes, Chris (CRT); Blake Hamilton (bhamilton@djplaw.com); Jeff Matura
Subject: RE: U.S. v. Colorado City. et al.

All,

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It will take us roughly two weeks to do the work after receiving a purchase order for the services.

Regards,

Kirk

From: Keveney, Sean R (CRT) [<mailto:Sean.R.Keveney@usdoj.gov>]
Sent: Tuesday, January 6, 2015 2:54 PM
To: Kirk Farra
Cc: Donnelly, Matthew (CRT); Crockett, Jessica (CRT); Hylton, Jeff (CRT); Hayes, Chris (CRT); Blake Hamilton (bhamilton@djplaw.com); Jeff Matura
Subject: U.S. v. Colorado City. et al.

Kirk:

Thank you for your time today. I have copied all the parties on this email.

Regards,

Sean R. Keveney
Trial Attorney
Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Ave., NW
Washington, D.C. 20530
(202) 514-4838



QUOTE

Prepared For:
U.S. Department of Justice

Sean Keveney
950 Pennsylvania Ave., NW
Washington, DC 20530
United States

Phone (202) 514-4838

Fax

Email Sean.R.Keveney@usdoj.gov

Prepared By:
Kirk A. Farra

724-454-8611 ext 103
kirk.farra@in-synch.com

Quote Number: AAAQ1341

Quote Date: Jan 9, 2015

Description	Qty	Unit Price	Ext. Price
-------------	-----	------------	------------

Consulting

Action Items

1

\$6,500.00

\$6,500.00

1. Verify existence in Colorado City database of the "blob edit" software bug resulting missing historical data and document when the bug started affecting the database.

Price includes costs incurred to date by In-Synch Systems on this matter.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.
Pricing is good for 60 days.

Total

\$6,500.00

Quote # AAAQ1341

If you agree to the terms and conditions of this quote, please sign and date below, and fax to 724-452-8922 or email to sales@in-synch.com. We will contact you to begin your implementation.

Signature and Date

This quote is confidential and represents a sales proposal for the indicated client only.

In-Synch RMS is a Records Management/Report Writing Solution and Investigative Tool that can be used anywhere, with or without a network connection.

In-Synch Systems * 129 McCarrell Lane - Suite 301 * Zelienople, PA 16063

1-800-243-6540 * Fax: 724-452-8922 * www.in-synchsystems.com

UNITED STATES DISTRICT COURT

DISTRICT OF ARIZONA

United States of America,)	
)	
Plaintiff,)	
)	
vs.)	No. CV-12-8123-PCT-HRH
)	
Town of Colorado City,)	
Arizona; City of Hildale,)	
Utah; Twin City Power; and)	
Twin City Water Authority,)	
Inc.,)	
)	
Defendants.)	
)	

THE DEPOSITION OF LYLE MANN
(Videotaped)

Phoenix, Arizona
November 6, 2014
10:02 a.m.

(ORIGINAL)

PREPARED FOR:

DISTRICT COURT

REPORTED BY:

Az Litigation Support, LLC
Marty Herder, CCR
CCR No. 50162
Susan A. Grenz, RPR
CCR No. 50720

1 Q. And --

2 A. The -- it's perfectly reasonable for an officer to
3 write a report and have a supervisor review that report, and
4 it might even be -- if it is -- I can conceive of a training
5 situation where you have a person who is not certified but
6 has a specific training skill to help the officer create his
7 report.

8 Once the report is finalized and submitted, to
9 have someone else, certified or otherwise, change that
10 report is, in my opinion, improper, perhaps even illegal,
11 depending on what occurred and -- but the officer -- that
12 was the opinion that I had about that it was okay in this
13 setting. Once it was submitted and official, it was not
14 okay. That was my opinion.

15 Q. Okay. Let me stop you right there and let's see
16 if we can kind of unpackage that a little bit.

17 So you would agree with me that it's okay to make
18 changes to an original report, not making -- we're not
19 talking about making a supplement report but the original
20 police report. It's okay to make changes to that until it
21 has actually been submitted, meaning it has been approved by
22 the supervisor and submitted?

23 A. In my opinion, that's correct.

24 Q. Okay. And so if a discovery request was received
25 in which it requested a bunch of police reports, and at that

1 point in time, if there were a bunch of police reports that
2 had yet to be signed off by the supervisor and had not been
3 completed, would it be appropriate for those officers to
4 finish their reports, submit them to the supervisor before
5 they were produced in response to the discovery request?

6 MR. DONNELLY: Form.

7 A. Given the scenario that you outlined, believing
8 that the information in the reports was true and accurate
9 and not -- and not in any way modified so that they weren't
10 true and accurate, the scenario you gave me would make sense
11 to me.

12 BY MR. HAMILTON:

13 Q. Okay. Now, going to the noncertified individual
14 reviewing a police report, say you have a situation where an
15 individual officer prepares a police report regarding an
16 incident that involved multiple individuals, including
17 multiple officers, and the chief then takes that report and
18 he was one of the officers on the scene and he is the
19 supervisor that's supposed to review all police reports, and
20 he reviews the police report, but before signing off on it,
21 wants to get the input of his supervisor, the town manager.

22 And so he hands it to the town manager and has the
23 town manager review it, and the town manager makes some
24 corrections so that it reads clearer, some grammar
25 corrections, and then some corrections or makes some