

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT

LAW OFFICE OF WILLIAM J. COOLEY,

Plaintiff-Petitioner,

vs.

No. D-202-CV-2022-04041

BOARD OF COUNTY COMMISSIONERS
OF BERNALILLO COUNTY,

Defendant-Respondent.

PLAINTIFF-PETITIONER'S
SECOND MOTION FOR SANCTIONS

Request for Relief

Plaintiff-Petitioner the Cooley Law Firm requests sanctions against Defendant-Respondent Board of County Commissioners of Bernalillo County ("the County") for providing false answers to an interrogatory and a request for production.

In response to those discovery requests, the County had stated that there were *no* responsive documents; but a month after the Cooley Law Firm completed briefing on a *Motion for Sanctions* and a *Motion to Compel*, the County relented and produced documents on February 9, 2023, that were responsive to the discovery requests.

Therefore, pursuant to its inherent power, and its authority under Rule 1-037 NMRA, this Court has the authority to award monetary sanctions.¹ More specifically, this Court's "inherent power to impose sanctions includes the authority to issue a non-compensatory monetary sanction against a public entity."²

¹ *Gonzales v. Surgidev Corp.*, 1995--NMSC--047, ¶ 23, 120 N.M. 151 (citation omitted)

² *Harrison v. Bd. of Regents of Univ. of New Mexico*, 2013-NMCA-105, ¶ 2 (\$100,000 sanction) *quashing cert.* 326 P.3d 1112

Overview

As explained in an August *Albuquerque Journal* article, the Law Office of William J. Cooley had reason to believe that the District Attorney's Office had unlawfully acquired attorney-client privileged telephone communications from the Bernalillo County Metropolitan Detention Center. Specifically, the Cooley Law Firm suspected that the District Attorney's Office had unlawfully acquired telephone conversations between Mr. Cooley and his client Stephen Bailey, who has been confined in the Bernalillo County Metropolitan Detention Center while awaiting trial on criminal charges.³

Consequently, on May 25, 2022, the Cooley Law Firm sent a request to the Bernalillo County Custodian of Records pursuant to the Inspection of Public Records Act ("IPRA") asking for "the records of any inquiries/requests" for the recorded telephone conversations regarding Metropolitan Detention Center inmate #100254769 (i.e. Mr. Bailey). In response, the County stonewalled by stating repeatedly that the "request is broad and burdensome and we need additional time to respond."

Because the County was similarly stonewalling subsequent discovery requests for those same records, the Cooley Law Firm filed a *Motion for Sanctions* and a *Motion to Compel* on December 5, 2022. The briefing was completed on January 5, 2023, but then on February 9, 2023, the County finally relented and sent the Cooley Law Firm records confirming that the District Attorney's Office had, in fact, requested Mr. Bailey's jailhouse phone recordings -- contrary to the County's answers to Interrogatory No. 2 and Request for Production No. 2.

³ Exhibit 1, Uyttebrouck, Olivier, "ABQ attorney files suit seeking MDC records," *Albuquerque Journal*, August 11, 2022, A-1

Statement of the Facts

1. The County entered into a contract with Global Tel*Link Corporation ("GTL") to, among other things, record jailhouse phone calls for investigative purposes; as the Request for Proposal (RFP) stated:

The System should have a capability of simultaneously recording all inmate calls 24 hours a day, 7 days a week. ⁴

The Inmate Telephone System shall provide full call detail records for use in administrative and investigative purposes. ⁵

2. The County gives individuals access to those phone calls by assigning them a "valid user-name and password":

GTL's hosted Inmate Telephone System (ITS) solution has a Web-based interface that is accessible to authorized individuals via connection to GTL's private ITS website.

After connecting to the private ITS website, a person must log into Bernalillo County's system with a valid user-name and password. Each user's password is linked to an assigned Role defined by Bernalillo County which dictates exactly which features and functionality will be available to that person after log-in. ⁶

Investigators or other Bernalillo County-authorized individuals, either on-site or at remote locations, may access the system via connection to GTL's secure Website. From any location that offers Internet access, the user logs-in using a registered name and password. ⁷

⁴ Exhibit 2, March 2019 RFP, page 15 (filed with the Court on 2/10/2023)

⁵ Exhibit 2, page 16

⁶ Exhibit 3, GTL Proposal Summary, page 49 (filed with the Court on 2/10/2023)

⁷ Exhibit 3, page 64

3. Access to the ITS website allows a user to make copies of those phone calls:
Any authorized user who wishes to store call recordings on external media can easily download them to the designated medium. ⁸
4. Pursuant to the contract, GTL needs prior written County approval to disclose confidential information (which, presumably, would include phone recordings):
Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the County Manager. ⁹
5. Pursuant to the contract, the County retains ownership of "all" records regarding those jailhouse phone recordings:
Premises Provider acknowledges that all call detail records ("DRs") and call recordings contained in the inmate telephone system equipment Company provides to Premises Provider under this Agreement are the exclusive property of the Premises Provider for the term of this Agreement and any resulting extensions of this Agreement; provided, however, that Company shall have the right to use the DRs and recordings to respond to legal requests, to provide the Services under this Agreement, and for other lawful business purposes. ¹⁰
6. What's more, the contract gives the County broad access to GTL's records:
During the term of the contract and for a reasonable period of time thereafter, the Contractor will grant the County reasonable access to the records [of the call recordings]. ¹¹
At such times and in such forms as the County may require, there shall be furnished to the County such statements, records, reports, data and

⁸ Exhibit 3, GTL Proposal Summary, page 71 (filed with the Court on 2/10/2023)

⁹ Exhibit 4, Metropolitan Detention Center and Youth Services Center Telecommunications Equipment/Services Agreement, page 8 (filed with the Court on 2/10/2023)

¹⁰ Exhibit 4, page 14

¹¹ Exhibit 4, page 6

information, as the County may request pertaining to matters covered by this Agreement. ¹²

7. On July 25, 2022, the Cooley Law Firm served Interrogatory No. 2 which inquired:

Please provide the names and contact information for the individuals and agencies who requested recorded audio conversations and inmate calls regarding inmate #100254769 who was booked into the Bernalillo County Metropolitan Detention Center on May 7, 2021. ¹³
8. The Cooley Law Firm also served Request for Production No. 2 which requested:

The records of any inquiries, or requests for information, regarding inmate #100254769 who was booked into the Bernalillo County Metropolitan Detention Center on May 7, 2021. ¹⁴
9. In response to Interrogatory No. 2, the County stated ***under oath*** that the only request for Mr. Bailey's jail phone conversations came from the Law Office of William J. Cooley (specifically, (1) Josh Zapata, a paralegal for the firm; (2) IPRA counsel for the firm; and (3) Maurice Moya, an investigator for the firm). In other words, the County declared that no third parties had requested Mr. Bailey's jailhouse phone conversations. ¹⁵
10. In response to Request for Production No. 2, the County stated: "Defendant-Respondent's answer to Plaintiff-Petitioner's First Set of Interrogatories, specifically Interrogatory No. 2, in [sic] [is] incorporated herein by Reference." ¹⁶

¹² Exhibit 4, Metropolitan Detention Center and Youth Services Center Telecommunications Equipment/Services Agreement, page 7 (filed with the Court on 2/10/2023)

¹³ Exhibit 5, Defendant-Respondent's Answers to Plaintiff-Petitioner's First Set of Interrogatories (Interrogatory No. 2)

¹⁴ Exhibit 6, Defendant-Respondent's Responses and Objections to Plaintiff-Petitioner's First Set of Requests for Production (Request for Production No. 2)

¹⁵ Exhibit 5, Defendant-Respondent's Answers to Plaintiff-Petitioner's First Set of Interrogatories (Interrogatory No. 2)

¹⁶ Exhibit 6, Defendant-Respondent's Responses and Objections to Plaintiff-Petitioner's First Set of Requests for Production (Request for Production No. 2)

11. The verification to the Interrogatory was signed by Faith J. Montoya, the Public Records Unit Supervisor for the County. ¹⁷
12. However, Ms. Montoya previously admitted in an e-mail to Assistant District Attorney Gabriel Kallen that the County had been informed that Mr. Kallen had received Mr. Bailey's jailhouse phone conversations: "Mr. Cooley has stated that you had possibly received Jail Calls (audio) from MDC." ¹⁸
13. In response, Mr. Kallen informed Ms. Montoya that he had requested Mr. Bailey's recorded jailhouse phone conversations through a third party. ¹⁹
14. There is no evidence that Ms. Montoya did anything to follow up to ascertain who that third party was.
15. Therefore, the Cooley Law Firm filed a *Motion for Sanctions* and a *Motion to Compel* on December 5, 2022 (the record proper reflects briefing was completed on January 5, 2023).
16. Perhaps not surprisingly, the following month on February 9, 2023, the County relented and sent the Cooley Law Firm the records which had been requested in discovery, thus stating: "I attach the GTL/Viapath excel spreadsheet that reflect the requests by the DA's office to Viapath/GTL for Bailey's phone conversations." ²⁰

¹⁷ Exhibit 5, Defendant-Respondent's Answers to Plaintiff-Petitioner's First Set of Interrogatories (Interrogatory No. 2)

¹⁸ Exhibit 7, 9/19/22 E-mail from Faith J. Montoya, Public Records Unit Supervisor for Bernalillo County, to Assistant District Attorney Gabriel Kallen

¹⁹ Exhibit 8, 9/19/22 E-mail from Assistant District Attorney Gabriel Kallen to Faith J. Montoya, Public Records Unit Supervisor for Bernalillo County

²⁰ Exhibits 9, 2/9/23 E-mail from counsel for Defendant-Respondent

Argument

In responding to discovery, the County failed to comply with its legal duty "to make every effort to obtain the requested information" which "includes information possessed by, or within the knowledge of ... agents or representatives of the party."

Rule 1-033(A) NMRA states: "[A]ny party may serve upon any other party written interrogatories, ... to be answered by the party served or, if the party served is a public or private corporation or a partnership or association or governmental agency, by any officer or agent who shall furnish such information as is available to the party."

In a similar vein, Rule 1-034(A)(1) states: "Any party may serve on any other party a request: to produce and permit the party making the request, ... to inspect, copy, test, or sample any designated documents, electronically stored information, or any tangible things, which constitute or contain matters within the scope of Rule 1-026 NMRA, and which are in the possession, custody, or control of the party on whom the request is served."

Interpreting Rules 33 and 34, our Supreme Court held in *United Nuclear Corp. v. General Atomic Co.* that "all information available to the interrogated party must be supplied... [which] includes information possessed by, or within the knowledge of,... agents or representatives of the party." ²¹ Elaborating on that point, the Court emphasized:

²¹ *United Nuclear Corp. v. General Atomic Co.*, 1980--NMSC--094, ¶ 55, 96 N.M. 155 (citations omitted) (emphasis added)

Thus, it is immaterial under Rules 33 and 34 that the party subject to the discovery orders does not own the documents, or that it did not prepare or direct the production of the documents, or that it does not have actual physical possession of them. It is also clear that the mere fact that the documents are in the possession of an individual or entity which is different or separate from that of the named party is not determinative of the question of availability or control. ²²

Here in the case at bar, the County is the legal owner of jailhouse phone recordings, plus, the County has a right to access records related to those recordings -- which would have revealed who had requested Mr. Bailey's jailhouse phone conversations. But the County decided to ignore that information when it answered discovery.

Thus, the County is like the defendant which our Supreme Court described in *United Nuclear Corp.*:

[I]ts ostrichlike attitude of self-delusion cannot be accepted as establishing a good faith belief on its part. Although a misunderstanding or misapprehension does not import willfulness, [g]ood faith ... does not include ignoring the obvious. ... If he did not know, it was because he did not look, or looking, did not see, or want to see what was so plainly there. ²³

²² *United Nuclear Corp. v. General Atomic Co.*, 1980--NMSC--094, ¶ 58, 96 N.M. 155 (footnotes omitted)

²³ *Id.* ¶ 253 (quotation marks and citations omitted)

Statement of the Law on Sanctions

When a party has engaged in deceitful discovery practices similar to those in the case at bar, New Mexico courts have imposed severe sanctions. *Sandoval v. Martinez*, 1989--NMCA--042, 109 N.M. 5 (dismissal for plaintiff's false answer to interrogatory); *Gonzales v. Surgidev Corp.*, 1995--NMSC--047, ¶¶ 1 & 34, 120 N.M. 151 (\$151,000 sanction, in part, because defendant "gave false answers to interrogatories"); *Reed v. Furr's Supermarkets Inc.*, 2000--NMCA--091, 129 N.M. 639 (dismissal for plaintiff's false answer in deposition).

Here in the case at bar, the options for sanctions available are severely limited. To begin with, default judgment as a sanction would be fruitless because the Cooley Law firm is entitled to summary judgment because its lawsuit is "successful" under Section 14-2-12(D). Secondly, an award of attorney's fees would be superfluous because the Cooley Law Firm is already entitled to attorney's fees under IPRA.

Therefore, in accordance with the \$100,000 sanction in *Harrison v. Bd. of Regents of Univ. of New Mexico*, the Cooley Law firm seeks "a non-compensatory monetary sanction" of at least \$100,000 against the County. ²⁴

As our Supreme Court noted in *State v. Le Mier*: "Where discovery violations inject needless delay into the proceedings, courts may impose meaningful sanctions to effectuate their inherent power and promote efficient judicial administration." ²⁵

²⁴ *Harrison*, 2013-NMCA-105, ¶ 2

²⁵ *State v. Le Mier*, 2017-NMSC-017, ¶ 19

Certification Under Rule 1-007.1(C) and Rule 1-037(A)

Pursuant to Rule 1-007.1(C) NMRA and Rule 1-037(A), counsel for Plaintiff-Petitioner made a good-faith request for Defendant-Respondent's concurrence in this Motion by providing a draft of the Motion. On March 2, 2023, defense counsel for Defendant-Respondent objected to Plaintiff-Petitioner's proposed Motion.

Respectfully submitted,

Mescall Law Firm, P.C.

By: /s/ Thomas J. Mescall, II
Thomas J. Mescall, II
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I HEREBY CERTIFY that on the 2nd day of March 2023, a true and correct copy of the foregoing was filed electronically through the Odyssey File/Serve System which caused the following counsel for Defendants to be served:

Eugene (Geno) I. Zamora
Ortiz & Zamora, Attorneys at Law, LLC
2011 Botolph Road, Suite 200
Santa Fe, NM 87505
Attorney for Defendant-Respondent Board of County Commissioners of Bernalillo County

/s/ Thomas J. Mescall, II
Thomas J. Mescall, II

ABQ attorney files suit seeking MDC records

Suit: Someone may have tried to access conversations

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BY OLIVIER UYTENBROUCK
JOURNAL STAFF WRITER

An Albuquerque attorney wants to know if jail officials are providing someone with recordings of his phone conversations with a client and has filed a lawsuit seeking an answer.

Attorney William Cooley filed a public records request May 25 with the Bernalillo County Metropolitan Detention Center to learn the identity of anyone seeking recordings of his protected conversations with an inmate.

Jail officials called the request "broad and burdensome" and repeatedly asked for additional time to respond, according to the 2nd Judicial District Court lawsuit.

"You would think that that would be the easiest thing for them to answer," Cooley said Wednesday. "I didn't realize it was going to be such a hassle to get the answer."

Conversations between attorneys and clients are protected by law, he said. Without disclosing details, Cooley said he has reason to believe that some person or agency has sought recordings of those conversations.

"I have some idea that that's a possibility," Cooley said. "I hope that I'm wrong."

The lawsuit asks a judge to issue an injunction ordering Bernalillo County to produce the records. It also seeks unspecified damages.

Bernalillo County spokeswoman Tia Bland said Wednesday that the county "will review the lawsuit and work toward a resolution."

Cooley represents Stephen Bailey, a driver for an Albuquerque towing company who was accused in May 2021 of drunken driving, fatally striking a pedestrian and fleeing the scene in his employer's tow truck. Jonathan Rosales, 26,

was found dead at the scene in the 7600 block of Isleta SW near Interstate 25.

Bailey, 26, has remained at MDC since May 2021 on charges of vehicular homicide while intoxicated and knowingly leaving the scene of an accident. Cooley said he and his client have had numerous phone conversations since Bailey's arrest.

Cooley filed the records request May 25 through Bernalillo County's

Inspection of Public Records Act web portal seeking "records of any inquiries/requests for information" about Bailey, according to the suit.

Cooley also asked for "names and contact information for the individuals or agencies" that requested the information.

The state Inspection of Public Records Act gives the public the right to inspect records of state and local agencies on written request, with certain exceptions.

If access can't be provided within three business days, the agency must send a letter explaining when the records will be available. But the records must be provided within 15 days unless the request is determined to be excessively broad and burdensome.

Bernalillo County responded to Cooley through its web portal five times from May 25 to July 20, saying each time that the request was "broad and burdensome" and extending the expected response date, the suit said.

Phillip Baca, an Albuquerque attorney who filed the lawsuit on Cooley's behalf, said MDC provided a large number of records after the lawsuit was filed on July 25, but none of the records appear to provide the information Cooley requested.



Stephen Bailey

PLAINTIFF'S
EXHIBIT
1

The System shall be capable of accepting changes in central location that have immediate effect on all sites. PIN's, allowed number lists and blocked number lists should be controlled from a central location for data consistency.

All telephones shall be FCC registered and successful Offerors current FCC number shall be provided as part of the proposal response. Successful Offerors shall submit a detailed description of all specific features offered.

The System proposed shall use only an automated operator to place inmate calls. The System should provide clear voice prompts to complete calls without the use of an operator. Successful Offeror shall provide a clear description of all automated operator services that will be used for Inmate calls.

Identify how many calls can be placed before an inmate receives a "busy."

Proposals shall include provisions for user training and system maintenance.

COLLECT CALLS

The Inmate Telephone System shall provide outgoing collect service with no access to direct dialed or operator handled service. With a limit of two (2) per week.

The successful Offeror will validate each call through the approved caller database and will only process "collect" calls to destination points approved in the database that do not have registered blocks. Calls shall only be billed upon "acceptance"

The successful Offeror agrees to provide toll-free access to the County for twenty-four-hour customer support and provide the following service response levels.

SERVICE RESPONSE LEVELS

The successful Offeror will provide three response levels for MDC and YSC facilities.

1. Minor Category - A single phone non-operational in a housing unit or booking. To be replaced within six (6) hours.
2. Major Category-Two or more phones non-operational. Replaced within four (4) business hours.
3. Emergency- System Down. Technician on site within two (2) hours.

CALL BRANDING:

All collect calls placed from inmate telephones shall be capable of being identified to the called party as follows: "This is a collect call from an inmate/detainee in, (MDC/YSC) (Inmate speaks name or system plays inmate's pre-recorded name) an inmate at the Metropolitan Detention Center Albuquerque NM or the Youth Services Center Detention Center Albuquerque New Mexico.

The System should provide the called party with the ability to hear calling rates as they apply to the phone call they are receiving. In addition, the System shall have the capability to inform the called party at selected intervals during the conversation that they are speaking with an inmate and being recorded. Successful Offeror shall provide written or recorded example of call branding to be used.

The telephone system shall record the method in which the call was accepted or denied. Further, the system shall record the method in which the call was terminated. This information shall be contained within the call detail records (CDR) and be included in call detail reports.

CALL DETAILED REPORTS:

The Inmate Telephone System shall provide full call detail records for use in administrative and investigative purposes. The Inmate Telephone System memory shall be capable of storing all call record detail for the length of contract and the County shall have access to the call record detail with the ability to play the call record detail for three (3) additional years thereafter.



In accordance with APPENDIX C, Offeror's must comply with Procurement Ordinance, Chapter 2, Article V, Division 1-3, Section 2-390 (b), pertaining to the disclosure of campaign contributions made to an applicable public official of a local public body.

Offeror(s) shall submit the "Campaign Contribution Disclosure Form" with their proposal submittal. Any Offeror who fails to comply with this requirement will be disqualified, no exceptions. NOTE: THIS FORM SHALL BE SUBMITTED IN ITS ORIGINAL FORMAT AND SHALL NOT BE MODIFIED OR CHANGED IN ANY WAY.

4. Proposal Summary (optional)*
5. Response to Proposal Requirements (except for cost response)
6. Additional Required Materials

Binder 2

1. Complete Cost Response (See Appendix F)
2. Resident Business Certificate or Resident Veteran Business Certificate (see Appendix D for additional information).
3. Unfair Business Practices Disclosure Form" found in Appendix E. **Failure to complete and return the signed unaltered form may result in disqualification.**
4. Offeror's Additional Terms and Conditions**
5. Proposed Added-Value Component (if applicable)

*Properly tabbed divider for this section must be included in the proposal. Optional Proposal Summary is for information overview only and will not be scored. If no summary is provided, a single sheet must be included, following the tabbed divider, stating "No Proposal Summary included with this proposal".

**If no exceptions or modifications have been included and Offeror has explicitly indicated acceptance on the "Submittal Letter" and no additional proposed Terms and Conditions are included, so state on a single sheet, following the tabbed divider.

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All discussion of proposed costs, rates or expenses must occur only in a separate location with the cost response form.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix and counted towards the fifty (50) page maximum.

IV. SCOPE OF WORK – TECHNICAL REQUIREMENTS/SPECIFICATIONS

Offerors who submit shall be prepared to meet the goals and objectives of the County as outlined throughout this RFP. The System requested should consist of a processor and specially constructed telephones for use by inmates. The System should have a capability of simultaneously recording all inmate calls 24 hours a day, 7 days a week. The System will provide MDC and YSC with the immediate access to system control features such as call blocking, call timing, system reports, recording functions, and shall provide the facility the ability to record and store all inmate calls, live monitoring of inmate calls, detailed reporting of call traffic, and all other options and services offered, in response to the Bernalillo County request for proposal for an Inmate Phone System. The Inmate Phone System shall be structured around client friendly menus.

The Inmate Phone System shall be restricted to outgoing calls only, no incoming calls allowed.

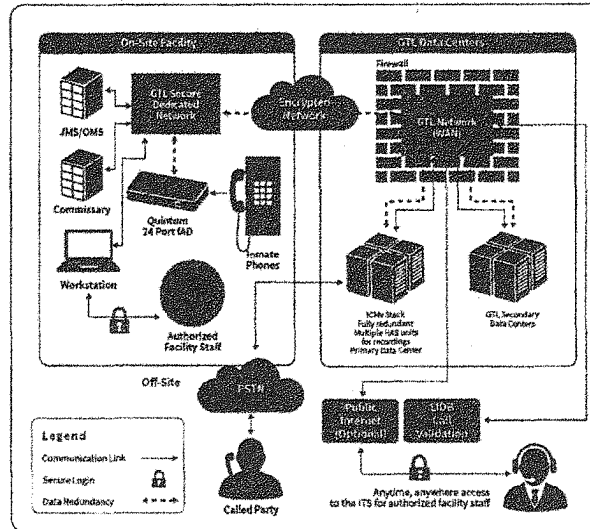
Facility officials shall retain the capability of turning off or blocking service to any telephone or group of telephones from a central location inside the facility.

facility. With this true end-to-end solution, GTL can transmit data over a packet-switched network to continuously back up all call records to our offsite data centers, stream live calls directly to remote investigators, and access phone company databases for highly detailed call validation of every call.

In addition to remote access, the ITS solution also offers the ability to setup a firewalled network-to-network interface (NNI) with the customer's local area network (LAN) to allow a physical network connection to GTL's private secure network. Connecting this way allows for high-speed access for live monitoring and playback of recordings without burdening the client's network.

While other companies have tried to use all-internet solutions, or adapt PBX machines, our ITS solution truly combines the reliability and reach of the PSTN; the security and high-speed throughput of a dedicated, secure WAN; the ease-of access of the public Internet, and the flexibility of a fully programmable server. Further, and as a point of pride for GTL, the team that designs and builds the GTL ITS is the same team responsible for the ongoing support of the solution.

GTL ITS System Architecture



Anytime, Anywhere Access

GTL's hosted Inmate Telephone System (ITS) solution has a Web-based interface that is accessible to authorized individuals via connection to GTL's private ITS website.

The GTL ITS provides *Anywhere Anytime Access* to its powerful, technologically advanced features. Properly authorized users may access the system from an onsite system workstation, Bernalillo County's on-site PCs, or any off-site PC (desktop or laptop). Compatible smart phones with Internet connection can also access certain ITS features.

After connecting to the private ITS website, a person must log into Bernalillo County's system with a valid user-name and password. **Each user's password is linked to an assigned Role defined by Bernalillo County** which dictates exactly which features and functionality will be available to that person after log-in.

Call detail report for attorney calls will show **Free: Yes** for attorney numbers for which there is no charge. Bernalillo County has the option to selectively charge for some attorney numbers and not others. Standard collect-billed calls will show **Free: No** in the call detail report.

14 Allow residents to make legitimate calls at the lowest rates comparable with FCC tariffs.

GTL has read, understands, and will comply.

GTL understands Bernalillo County's goal of providing the most reasonable rates possible to friends and family. With our response, GTL will provide a reduction of over 50% of what is being charged by the current vendor. This reduction will propel Bernalillo County to the forefront of low rates in the State of New Mexico.

15 Allow for rapid reprogramming of special capabilities and restrictions.

GTL has read, understands, and will comply.

GTL's ITS management features allows for real-time capabilities and restrictions. GTL's ITS application has a web-based interface that eliminates the need for special or additional software to access GTL's virtual private network (VPN). Investigators or other Bernalillo County-authorized individuals, either on-site or at remote locations, may access the system via connection to GTL's secure Website. From any location that offers Internet access, the user logs-in using a registered name and password.

The GTL ITS provides *Anywhere Anytime Access* to its powerful, technologically advanced features. Properly authorized users may access the system from onsite system workstations, Bernalillo County on-site PCs, or any off-site PC (desktop or laptop). Compatible smart phones with Internet connection can also access certain ITS features.

16 Capability of Debit Call Processing.

GTL has read, understands, and will comply.

As an integral component of the ITS, PIN Debit calling can be made available to inmates at no cost to Bernalillo County. PIN Debit does not require the use of physical cards. PIN Debit calls are subject to the same call restrictions and security functions as collect calls.

By allowing connection to numbers that are blocked for collect calls (cell phones, business phones, et cetera), PIN Debit tends to increase the number of completed inmate calls and therefore increases the revenue to Bernalillo County.

Why Calls and Revenue Increase

- Inmate debit can fund both **domestic** and **international** calling that is facilitated from start to finish, by the ITS automated operator, in accordance with the Bernalillo County's restrictions.
- Inmate debit provides **international calling without the security and financial risks** associated with international collect.
- Inmate debit allows calls to otherwise-approved phone numbers that are blocked for collect calling.
- Inmate debit calls are more likely to be accepted since the answering party does not have to pay for the call.

Other Advantages of PIN Debit

- Less busywork for staff with greater system accuracy and fewer data entry errors.

Standard Call Detail Report Parameters

Users may search call records based on the Completion Status of the call. Select All, Complete, or Incomplete from the drop-down list.

To change the default setting so that your preferred choice comes up when you open this page, click System Control and select Default Settings from the menu. Select your preferred choice and save.

View all call types permitted at your facility, which typically include Collect, Debit, Prepaid, and Free. Call types may vary depending on the facility. If none of the options is selected, the search will include all types of calls. To narrow the search by Call Type simply click on the type of calls you want to search.

In this field you will see these Call Bands. Local, Intralata, Interlata, Interstate, or International. If none of the options is selected, the search will include all Call Bands.

In this field you will see a list of every way in which a call can be terminated. To search for calls terminated in a specific way, select any Stop Reason.

To search only for calls which have been marked as HOT, check this box. Calls are considered HOT if the inmate PIN or the Dialed Number has had an alert placed on it by an authorized User.

To only search records of calls to numbers that have been marked as PRIVATE, check this box. Calls to numbers marked as PRIVATE are not recorded.

To search records of calls to numbers that have not been marked as PRIVATE, check this box. Calls to numbers marked as PRIVATE are not recorded.

Select this checkbox to search calls flagged as potential three-way calls.

Select here to run report showing all reports which have note attachments in the notes field.

Click on this box to remove un-necessary calls from the search of records such as commissary, test calls, etc.

Download Calls to Removable Media

Call archiving to portable media is simple with the GTL ITS. The CD/DVD Utilities option on the system's dashboard allows call recordings with their associated call records to be copied to portable media (CD, DVD, USB devices). Any authorized user who wishes to store call recordings on external media can easily download them to the designated medium. The CD/DVD Utility will produce recordings with no loss in quality and will place a time and date stamp within the recording.

Downloading can be performed on any computer that has secure access to the call recordings, whether at the facility or at a remote location. The user simply searches for the calls he/she wants to download (calls can be searched by PIN, date, start or stop time, inmate telephone station, called number, and other criteria). Once the desired recordings are selected, the investigator inserts a disk in the CD/DVD drive or connects the USB device and clicks the "Data CD/DVD" option to burn the call to the destination medium.

EXHIBIT A

**Metropolitan Detention Center and Youth Services Center
Telecommunications Equipment / Services Agreement**

This Telecommunications Equipment / Services Agreement (hereinafter "Agreement") is made and entered into this 20th day of August, 2019, by the County of Bernalillo, a political subdivision of the State of New Mexico (hereinafter the "County") and Global Tel*Link Corporation (GTL) (hereinafter "the Contractor").

WHEREAS, the County issued a Request For Proposals for Metropolitan Detention Center and Youth Services Center Telecommunication Equipment/Services, RFP #36-19-JZ, which is attached hereto as Exhibit A and by this reference made a part of this Agreement; and

WHEREAS, the Contractor submitted a proposal in response to RFP #36-19-JZ, including a Best and Final Offer, which are attached hereto as Exhibit B and by this reference made a part of this Agreement; and

WHEREAS, the Contractor submitted its Final Contract Negotiations Letter, dated August 5, 2019, as a result of Contract Negotiations, which is attached hereto as Exhibit C and by this reference made a part of this Agreement; and

WHEREAS, the County desires to engage the Contractor to provide equipment and render services in connection therewith, and the Contractor is willing to provide such equipment and services.

NOW THEREFORE, in consideration of the mutual rights and obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Work

The Contractor shall provide new hardware, software, and management of the Telecommunications Equipment/Services, including but not limited to On-site Video Visitation ("Telecommunications System") for MDC and YSC. The County shall be provided annual training on all Telecommunications Systems.

The Telecommunications System shall consist at a minimum of 251 security telephones, with at least 233 standard telephones, two (2) TDD/TTY devices, and at least two (2) portable inmate phone carts available at MDC and at least 13 standard telephones, one (1) TDD/TTY device available at YSC.

The On-site Video Visitation shall include access to 44 video stations at multiple County locations with at least four (4) visitation units in each pod, or as mutually agreed upon by the parties.

The Contractors services shall include the recording and monitoring hardware and software referred to as the GTL Platform as defined in Exhibit B, and supplemented by the Final Negotiation Letter dated August 5, 2019, including all telephone (excluding attorney calls) and remote and on-site video visitation sessions.

Deployment of remote video visitation will be implemented upon mutual agreement of Contractor and the County.

2. Definition of Terminology

"Remote Video Visitation" means constituents have the ability to schedule a Remote Video Visitation using a smart device or computer.

"On-site Video Visitation" means constituents arrives at a designated County Location using the GTL visitation monitor.

"Premises Provider" means the County.

"Company" will mean Global Tel*Link Corporation for purposes of Exhibit D.

"Company" will mean GTL Enhanced Services, LLC for purposes of Exhibit E.

3. Project Work Plan and Deliverables

A. Project Work Plan (PWP)

A Project Work Plan (PWP) meeting shall be convened in Albuquerque, New Mexico, no later than ten (10) working days after signing the Agreement. The Contractor shall deliver the PWP



- D. The Contractor agrees that it and its agents, officers, officials and employees shall at all times be bound by and strictly adhere to all MDC and YSC policies, procedures, rules and regulations. The Contractor shall assure that all of its personnel performing services under this Agreement are trained in and familiar with all MDC and YSC policies, procedures, rules and regulations.
- E. The County shall retain the right to remove any of the Contractor's personnel at any time from MDC and YSC and to withdraw, either temporarily or permanently, the approval of personnel previously provided.

14. Work Environment

- A. The Contractor's services shall be provided at the following locations:
 - Metropolitan Detention Center
100 Deputy Dean Miera Drive SW
Albuquerque, New Mexico
- B. Youth Services Center
5100 Second St. NW
Albuquerque, New Mexico
- C. Additional locations as mutually agreed upon
- D. The County shall supply the Contractor with office space at the MDC reasonably necessary for at least one (1) but up to two (2) individuals to carry out the duties as specified in this Agreement. The Contractor shall supply all office supplies, related materials and resources necessary to perform his or her duties and responsibilities.

15. Maintenance, Ownership and Upgrades

- A. Except as otherwise set forth herein, the Contractor is and shall remain the sole owner of the Telecommunications System whether or not physically attached to real estate. The Contractor shall be responsible for any maintenance costs or maintenance contracts and any applicable property taxes associated with Telecommunications System during its ownership.
- B. The County will retain ownership of the call recordings and, where applicable, e-mails; however, the Telecommunications System, applications, and related records, data, and information shall at all times remain the sole and exclusive property of the Contractor. During the term of the contract and for a reasonable period of time thereafter, the Contractor will grant the County reasonable access to the records.
- C. Upon termination of this Agreement, the Contractor shall, at no additional cost to the County, remove any portion of the Telecommunications System and shall return the MDC and YSC premises to its condition prior to installation, reasonable wear and tear excepted.
- D. The Contractor will provide the County, with Company's latest technology and system upgrades. The County may elect to deploy latest technology at its option, as mutually agreed upon.

16. Termination for Cause

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of any part of this Agreement, the County shall have the right to terminate the Agreement. The County reserves the right to recover any excess costs incurred by deduction from an unpaid balance due to the Contractor, or any other legal method. Cancellation shall be done by giving written Notice of Cancellation to the Contractor. The Notice of Cancellation shall include the effective date of cancellation.

The official address of the County is:

The County Purchasing Section
One Civic Plaza NW, Room 10010
Albuquerque, NM 87102

The official address of the Contractor is:

Global Tel*Link Corporation
3720 Fairview Park Drive, Suite 300
Falls Church, VA 22042

17. Termination for Lack of Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Bernalillo County Commission for the performance of this Agreement. If sufficient

appropriations and authorization are not made by the Bernalillo County Commission, this Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

18. Termination for Convenience

Either party may terminate this Agreement at any time by giving at least one hundred and eighty days (180) notice in writing to the other party. If the Agreement is terminated by as provided herein, the Contractor will be paid in the amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments previously made.

19. Remedies

Either party shall be entitled to pursue all available legal and equitable remedies for any alleged breach of this Agreement. The prevailing party shall be entitled to reasonable attorney fees and costs.

20. Independent Contractor

Neither the Contractor nor its employees are considered to be employees of the County for any purpose whatsoever. The Contractor is considered to be an Independent Contractor at all times in the performance described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Worker's Compensation Act of the state of New Mexico, or to any of the benefits granted to employees. The Contractor shall not accrue leave, retirement, workers' compensation benefits, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County, as a result of this Agreement. The County shall provide no liability coverage to the Contractor. The Contractor acknowledges that all sums received hereunder are reportable for income tax purposes as applicable for self-employment or business income, and New Mexico Gross Receipts Tax.

21. Assignability

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County thereto with the exception that Contractor may not assign to an affiliate or a wholly-owned subsidiary, which are not specified in this contract, in which case such consent shall be required.

22. Subcontracting

Except for the services of those persons or entities utilized by the Contractor for the purchase, installation, maintenance, servicing or repair of the Telecommunications System, the Contractor shall not subcontract any portion of the services to be performed under this Agreement without written approval from the County Manager.

23. Reports and Information

At such times and in such forms as the County may require, there shall be furnished to the County such statements, records, reports, data and information, as the County may request pertaining to matters covered by this Agreement.

24. Records of Audit and Inspections

During regular business hours and upon ten (10) days prior written notice at any time during the term of the Agreement, there shall be made available to the County for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the County to audit, examine, and make excerpts or transcripts from such records (at no additional cost) and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor shall not, however, be obligated to expend any costs in relation to such audit.

The County shall have the right to access and inspect the Telecommunications System and the right to access and inspect all gross revenues on an unannounced basis. Such access and inspection shall be made in the presence of the Contractor's representative.

25. Point of Contact/Notice

The Contractor shall provide a single point of contact for all non-maintenance related issues, including but not limited to rate questions and new service requests. All such questions and requests and all notices required to be given hereunder by either party shall be in writing or be delivered, in person or by registered or certified mail, to the addresses listed below:

County of Bernalillo
MDC
100 Deputy Dean Miera
Albuquerque, NM 87151
Regina Schacht

Global Tel*Link Corporation
3720 Fairview Park Drive, Suite 300
Falls Church, VA 22042

YSC
5100 Second St NW
Albuquerque, NM 87107
Stanley Gray

26. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the County Manager.

27. Conflict of Interest

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

28. Changes

The County may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement. This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

29. Scope of Agreement

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

30. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

31. Equal Opportunity Compliance

The Contractor agrees to abide by all Federal and State laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, color, religion, national origin, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

32. Indemnification

The Contractor shall defend, indemnify and forever hold and save the County, its elected officials and employees harmless against any and all suits, causes of action, claims, liabilities, damages, losses and reasonable attorneys' fees and all other expenses of any kind from any source which may arise out of this

provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider shall be solely responsible for any liability, costs and expenses relating to any claims made against Company arising out of failure of Premises Provider (or the Company at the direction of the Premises Provider) to comply with such law, regulation or guideline. Premises Provider acknowledges that all call detail records ("DRs") and call recordings contained in the inmate telephone system equipment Company provides to Premises Provider under this Agreement are the exclusive property of the Premises Provider for the term of this Agreement and any resulting extensions of this Agreement, provided, however, that Company shall have the right to use the DRs and recordings to respond to legal requests, to provide the Services under this Agreement, and for other lawful business purposes.

- b. **Exclusivity and Right of First Refusal.** As reasonably practicable, Premises Provider will not allow any products or services that compete with those supplied by Company during the term of the Agreement to be, or to remain, installed at any Premises Provider facilities, including present and future Premises Provider locations. Company will have the exclusive right to provide the products and services implemented at Premises Provider facilities through the Agreement, and those other inmate communication, educational or entertainment products or services sought by Premises Provider during the term of the Agreement, whether the products or services are for inmates located at a Premises Provider facilities or at third-party facilities; provided, however, that Company may choose to not exercise this exclusive right. Company will also have the exclusive right to provide Premises Provider the products and services delivered under the Agreement for the period after its termination if Company matches the material financial and services conditions of a bona fide offer of any third party to provide these products and services, or any portion thereof, that Premises Provider is prepared to accept. Premises Provider will provide Company with the terms of such third-party offer in writing and no less than ten (10) business days to exercise its rights herein. Upon exercise by Company, the Agreement will renew with the modified financial and services terms for the extended period contemplated by the third-party offer.

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT COURT

LAW OFFICE OF WILLIAM J. COOLEY,

Plaintiff-Petitioner,

v.

Cause No. D-202-CV-2022-04041

BOARD OF COUNTY COMMISSIONERS OF
BERNALILLO COUNTY,

Defendant-Respondent.

**DEFENDANT-RESPONDENT'S ANSWERS TO
PLAINTIFF-PETITIONER'S FIRST SET OF INTERROGATORIES**

Defendant-Respondent, by and through its counsel of record Eugene (Geno) I. Zamora (Ortiz & Zamora, Attorneys at Law, LLC), and pursuant to Rule 1-033 NMRA, makes the following answers to Plaintiff-Petitioner's First Set of Interrogatories as follows:

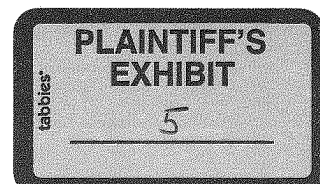
Discovery is pending. Defendant-Respondent reserves its right to amend or supplement its answers to these interrogatories to reflect newly discovered evidence, if any, and the same will be furnished to counsel for Plaintiff-Petitioner.

INTERROGATORY NO. 1: Please identify the person(s) answering, or assisting in answering, these interrogatories.

ANSWER:

Faith Jo Montoya
MDC Public Records Supervisor
Bernalillo County

Counsel for Defendant assisted me in the preparation of these answers to interrogatories.



INTERROGATORY NO. 2: Please provide the names and contact information for the individuals and agencies who requested recorded audio conversations and inmate calls regarding inmate #100254769 who was booked into the Bernalillo County Metropolitan Detention Center on May 7, 2021.

ANSWER: NOTE: Plaintiff-Petitioner's Interrogatory No. 2 was generated prior to a clarified request for records agreed upon by counsel for each party on September 12, 2022. The clarified request reads as follows and Defendant-Respondent answers in the context of this clarified request:

On behalf of Cooley Law Firm, I am making a request for the records or logs of any inquiries/requests made by individuals and/or agencies for information regarding inmate #100254769 booked on May 7, 2021. Please provide the names and contact information for the individuals and/or agencies who made the inquiries/requests.

ANSWER: The only requests received for the records or logs of any inquiries/requests for information regarding inmate #100254769 Stephen Bailey were:

1. IPRA 22-1373 the original request received on 05/25/2022 from Cooley Law Firm. Requestor:
Josh Zapata, uptownsports@hotmail.com
1412 Lomas Blvd.
Albuquerque, NM 87104
(505) 489-1223
Cooley Law Firm
2. IRPA 22-2290 received on 09/02/2022 from Cooley Law Firm. Requestor:
Josh Zapata, uptownsports@hotmail.com
1412 Lomas Blvd. NW
Albuquerque, NM 87104
(505) 489-1223
Cooley Law Firm
3. Lawsuit D-2020-CV-2022-04041 received on 07-28-2022, and associated discovery requests. Requestor:
Thomas J. Mescall, II
Phillip P. Baca

Mescall Law Firm, P.C.
927 Park Avenue SW, Suite A
Albuquerque, New Mexico 87102
(505) 765-5548

For purposes of responding to the clarified request and to this interrogatory, Bernalillo County searched its records on October 6, 2022, and on that search date did not find any other records or logs of any inquiries/requests made by individuals and/or agencies for information regarding inmate #100254769 Stephen Bailey.

In addition to the listed formal inquiries above, on September 7, 2022, an email inquiry was made by Maurice Moya and, on that same day, Mr. Moya received a response email directing him to the correct process for filing a public records request. Mr. Moya did not follow up with a formal IPRA request through the appropriate process. Although Mr. Moya did not follow up with an IPRA request following the stated process, Bernalillo County performed a search and no responsive records were found by Bernalillo County regarding Mr. Moya's email inquiry. Mr. Moya's email stated the following (which includes his provided contact information):

From: itit <dtrazy@aol.com>
Sent: Wednesday, September 7, 2022 8:49 AM
To: Stacey F. Hernandez <sfhernandez@berneo.gov>
Cc: wjcooley1989@gmail.com
Subject: Ref. Request for phone Records

CAUTION: This email originated from outside of Bernalillo County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Stacy,

Hope you're doing well.

We have a client by the name of Stephen Bailey ID # 10254769 who is in custody at MDC. The DA requested phone records of our client. Do they also have to fill out a IPRA request? Or how would they make the request. We would like all copies of request made for phone records by anyone.

The DA who may have made the request is ADA Gabriel Kallen.

Thank You in Advance

Maurice Moya 505 270 1978

Respectfully submitted,

ORTIZ & ZAMORA, ATTORNEYS AT LAW, LLC

By: /s/ Eugene (Geno) I. Zamora
Eugene (Geno) I. Zamora
2011 Botolph Road, Suite 200
Santa Fe, NM 87505
(505) 986-2900 / (505) 986-2911 (Fax)
geno@ortiz-zamora.com
*Attorney for Defendant-Respondent Board of
County Commissioners of Bernalillo County*

[VERIFICATION PAGE TO FOLLOW]

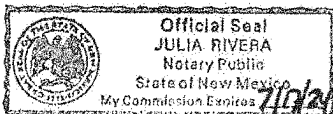
VERIFICATION

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

FAITH JO MONTOYA, being first duly sworn, states that she is the Public Records Unit Supervisor for Bernalillo County; that she has read and understands the foregoing *DEFENDANT-RESPONDENT'S ANSWERS TO PLAINTIFF-PETITIONER'S FIRST SET OF INTERROGATORIES*; and that the same are true, correct, and complete to the best of her knowledge and belief.

Faith Jo Montoya
FAITH JO MONTOYA

SUBSCRIBED AND SWORN TO before me this 17th day of October, 2022 by FAITH JO MONTOYA.



Julia Rivera
NOTARY PUBLIC

My commission expires: July 17, 2024

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT COURT

LAW OFFICE OF WILLIAM J. COOLEY,

Plaintiff-Petitioner,

v.

Cause No. D-202-CV-2022-04041

BOARD OF COUNTY COMMISSIONERS OF
BERNALILLO COUNTY,

Defendant-Respondent.

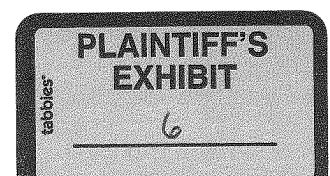
**DEFENDANT-RESPONDENT'S RESPONSES
AND OBJECTIONS TO PLAINTIFF-PETITIONER'S
AMENDED FIRST SET OF REQUESTS FOR PRODUCTION**

Defendant-Respondent, by and through its counsel of record Eugene (Geno) I. Zamora (Ortiz & Zamora, Attorneys at Law, LLC), and pursuant to Rule 1-034 NMRA, makes the following responses and objections to Plaintiff-Petitioner's Amended First Set of Requests for Production.

To the extent that Plaintiff-Petitioner's instructions differ from the requirements of Rules 1-026 and 1-034 NMRA, Defendant-Respondent objects to any additional requirements or obligations imposed by Plaintiff-Petitioner.

Discovery is pending. Defendant-Respondent reserves its right to amend or supplement its responses to this request to reflect newly discovered evidence, if any, and the same will be furnished to counsel for Plaintiff-Petitioner.

REQUEST FOR PRODUCTION NO. 1: All e-mails regarding the May 25, 2022, request for records by the Law Office Of William J. Cooley.



RESPONSE: Objection: To the extent this Request for production seeks attorney-client communications or attorney work product, such information is protected from disclosure in discovery. Without waiving said objection, any discovered responsive documents not subject to the above objection are attached and Bates stamped DefendantCounty 000001 - 000094.

REQUEST FOR PRODUCTION NO. 2: The records of any inquiries, or requests for information, regarding inmate #100254769 who was booked into the Bernalillo County Metropolitan Detention Center on May 7, 2021.

RESPONSE: NOTE: Plaintiff-Petitioner's Request for Production No. 2 was generated prior to a clarified request for records agreed upon by counsel for each party on September 12, 2022. The clarified request reads as follows and Defendant-Respondent responds in the context of this clarified request:

On behalf of Cooley Law Firm, I am making a request for the records or logs of any inquiries/requests made by individuals and/or agencies for information regarding inmate #100254769 booked on May 7, 2021. Please provide the names and contact information for the individuals and/or agencies who made the inquiries/requests.

Objection: To the extent this Request for production seeks attorney-client communications or attorney work product, such information is protected from disclosure in discovery. In addition, Defendant-Respondent's answer to Plaintiff-Petitioner's First Set of Interrogatories, specifically Interrogatory No. 2, is incorporated herein by Reference. Without waiving said objection, any discovered responsive documents not subject to the above objection are attached and Bates stamped DefendantCounty 000001 - 000094.

Respectfully submitted,

ORTIZ & ZAMORA, ATTORNEYS AT LAW, LLC

By: /s/ Eugene (Geno) I. Zamora
Eugene (Geno) I. Zamora
2011 Botolph Road, Suite 200
Santa Fe, NM 87505
(505) 986-2900 / (505) 986-2911 (Fax)
geno@ortiz-zamora.com
*Attorney for Defendant-Respondent Board of
County Commissioners of Bernalillo County*

From: Bernalillo County Public Records
To: Regina Schacht; Victoria C. Araujo
Subject: [Internal Message Added] Bernalillo County records request #22-1373
Date: Monday, September 19, 2022 2:37:57 PM

CAUTION: This email originated from outside of Bernalillo County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

-- Reply ABOVE THIS LINE to post an INTERNAL message that will be sent to staff. Attach a non-image file to have it uploaded to the request as a staff-only document. --

Bernalillo County Public Records

A message was added to record request
#22-1373:

From: Faith J. Montoya
Sent: Monday, September 19, 2022 2:33 PM
To: Gabriel Kallen <gabriel.kallen@da2nd.state.nm.us>
Subject: RE: D-202-CV-2022-04041 regarding contact us form submission 09/19/2022
Importance: High

Hello and Good Afternoon Mr. Kallen,

My name is Faith Jo Montoya and I'm with Bernalillo County Metropolitan Detention Center (MDC), the MDC Public Records Unit. I have an IPRA 22-1373 with BCMDC regarding Stephen Bailey. Mr. Bailey's attorney Mr. Cooley has stated that you had possibly received Jail Calls (audio) from MDC? Currently, we do not have any records of us pulling these records. Did you in fact receive the jail calls from MDC? I'm just wondering if we dropped the ball and did not save the request on our end.

DefendantCounty 000035

PLAINTIFF'S
EXHIBIT

7

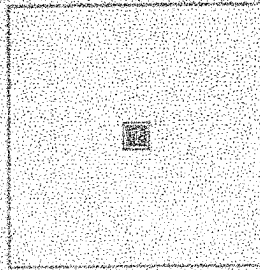
tabbles

Can you assist me with my query? Did you receive the jail calls?
If you did how did you obtain the jail calls?

I appreciate any assistance with this request.
Respectfully,

[View Request 22-1373](#)

<https://bernalillocounty-nm.nextrequest.com/requests/22-1373>



The All in One Records Requests Platform

Help Pages: support@nextrequest.com

Too many emails? [Change your email settings here](#)

From: Bernalillo County Public Records
To: Regina Schacht; Victoria C. Araujo
Subject: [Internal Message Added] Bernalillo County records request #22-1373
Date: Monday, September 19, 2022 2:38:23 PM

CAUTION: This email originated from outside of Bernalillo County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

- Reply ABOVE THIS LINE to post an INTERNAL message that will be sent to staff. Attach a non-image file to have it uploaded to the request as a staff-only document. -

Bernalillo County Public Records

A message was added to record request
#22-1373:

From: Gabriel Kallen <gabriel.kallen@da2nd.state.nm.us>
Sent: Monday, September 19, 2022 2:35 PM
To: Faith J. Montoya <fjmontoya@bernco.gov>
Subject: Re: D-202-CV-2022-04041 regarding contact us form submission 09/19/2022

My requests are not to MDC. I am not surprised that you have no records of a request from me to MDC. I do not believe you are missing anything.

[View Request 22-1373](https://bernalillocounty-nm.nextrequest.com/requests/22-1373)

<https://bernalillocounty-nm.nextrequest.com/requests/22-1373>

DefendantCounty 000033

PLAINTIFF'S
EXHIBIT

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Subject: Law Office of William Dooley v. Bernalillo County
Date: Thursday, February 9, 2023 at 3:28:35 PM Mountain Standard Time
From: Daniel R. Rubin
To: Tom Mescall
CC: Geno Zamora
Attachments: image001.jpg, Bailey requests.csv

Tom,

I attach the GTL/Viopath excel spreadsheet that reflect the requests by the DA's office to Viopath/GTL for Bailey's phone conversations. To the extent it is even a document (as opposed to a database), it is not a County document. I provide it to you in the form given to us by Viopath/GTL. To the extent that the Court subsequently determines that the County was nevertheless obligated to provide this to your client, I am providing it now.

Please call me with any questions or concerns.

Sincerely,

Daniel R. Rubin
Ortiz & Zamora, Attorneys at Law, LLC
2011 Botolph, Suite 200
Santa Fe, NM 87505
phone: (505) 986-2900
Cell: (505) 570-0763
fax: (505) 986-2911
daniel@ortiz-zamora.com
www.ortiz-zamora.com

ORTIZ  **ZAMORA**
Attorneys at Law, LLC

