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IN THE DISTRICT COURT OF WASHINGTON FOR KING COUNTY

In re INQUEST INTO THE DEATH OF
CHARLEENA LYLES,

NO. 517IQ9301

DECLARATION OF KAREN KOEHLER
IN SUPPORT OF MOTION RE
ADMISSIBLE INQUEST EVIDENCE

KAREN KOEHLER declares as follows:

1. I am a lead attorney of record for the Estate of Charleena Lyles and the paternal side of the family.¹ I am also a lead attorney of record for the civil case *Lyles v. City of Seattle*, 17-2-23731-1 SEA, for civil rights violations and wrongful death action on behalf of Ms. Lyles’s Estate and her four minor children statutory beneficiaries. I make this declaration from my own personal knowledge and review of these cases.

2. The facts and procedural history as described in our Motion re Admissible Inquest Evidence is true and correct to the best of my knowledge.

3. Attached as Exhibit A is a true and correct copy of the protective order entered in *Lyles v. City of Seattle*, 17-2-23731-1 SEA, on February 2, 2018.

¹ Charles Lyles, Jr., natural father of Charleena Lyles; Ernestine Lyles, step-mother of Charleena Lyles; Charles Lyles, Sr., grandfather of Charleena Lyles; Helen Lyles, grandmother of Charleena Lyles; Paula Young, aunt of Charleena Lyles; Chelvett Hill, aunt of Charleena Lyles; Merry Kilpatrick, aunt of Charleena Lyles; Kim Lyles, aunt of Charleena Lyles; Paris Manuel, first cousin to Charleena Lyles; and Rose Maxey, step-aunt to Charleena Lyles.

1 I DECLARE under penalty of perjury under the laws of the State of Washington that the
2 foregoing is true and correct.

3 SIGNED this 13th day of August, 2019, at Seattle, Washington.

4
5 /s/ Karen K. Koehler
6 Karen K. Koehler, WSBA #15325
7 STRITMATTER KESSLER KOEHLER MOORE
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CERTIFICATION

I hereby certify that on August 13, 2019, I delivered a copy of the document to which this certification is attached for delivery to all parties of record as follows:

<p>Inquest Program Personnel Hon. Michael Spearman Dee Sylve Matt Anderson DES-Dept. of Executive Services 401 5th Ave., suite 131 Seattle, WA 98104 Mailstop: CNK-DES-135 Email: Dee.Sylve@kingcounty.gov Phone (Ms. Sylve): 206.477.6191 Email: Matt.Anderson@kingcounty.gov Phone (Mr. Anderson): 206.263.7568</p>	<p><input type="checkbox"/> U.S. Mail (First Class and Certified) <input type="checkbox"/> Fax <input type="checkbox"/> Process Server <input checked="" type="checkbox"/> Electronic Delivery</p>
<p>Corey Guilmette Prachi Dave Public Defender’s Association 810 Third Avenue, Suite 705 Seattle, WA 98104 Email: Corey.Guilmette@defender.org Phone (Mr. Guilmette): 206.641.5334 Email: Prachi.Dave@defender.org Phone (Ms. Dave): 610.517.9062</p> <p>Counsel for Tiffany Rogers, Monika Williams, Domico Jones, Jr., Katrina Johnson, Tonya Isabelol (Siblings and Cousin re Inquest)</p>	<p><input type="checkbox"/> U.S. Mail (First Class and Certified) <input type="checkbox"/> Fax <input type="checkbox"/> Process Server <input checked="" type="checkbox"/> Electronic Delivery</p>
<p>Ghazal Sharifi Jeff Wolf Rebecca Boatright Kelly Nakata (paralegal) Jennifer Litfin (legal assistant) Seattle City Attorney’s Office Civil Division – Police Action Team 701 Fifth Avenue, Suite 2050 Seattle, WA 98104-7097 Email: Ghazal.Sharifi@seattle.gov Phone (Ms. Sharifi): 206.684.8217 Email: Jeff.Wolf@seattle.gov</p>	<p><input type="checkbox"/> U.S. Mail (First Class and Certified) <input type="checkbox"/> Fax <input type="checkbox"/> Legal messenger <input checked="" type="checkbox"/> Electronic Delivery</p>

<p>1 Phone (Mr. Wolf): 206.233.2166 Email: Rebecca.Boatright@seattle.gov 2 Email: Kelly.Nakata@seattle.gov Phone (Ms. Nakata): 206.233.2164 3 Email: Jennifer.Litfin@seattle.gov Phone (Ms. Litfin): 206.684.5939 4 Counsel for Seattle Police Department</p>	
<p>6 Ted Buck Karen Cobb Lisa Smith (paralegal) 7 Frey Buck, PS 1200 5th Ave, Suite 1900 8 Seattle, WA 98101 Email: tbuck@freybuck.com 9 Email: kobb@freybuck.com Email: lsmith@freybuck.com 10 Phone: 206.486.8000 (main) 11 Counsel for Officers Anderson and McNew</p>	<p><input type="checkbox"/> U.S. Mail (First Class and Certified) <input type="checkbox"/> Fax <input type="checkbox"/> Process Server <input checked="" type="checkbox"/> Electronic Delivery</p>
<p>12 Commissioner Eric Watness Ericwatness1@gmail.com 13 Personal Representative of the Estate of 14 Charleena Lyles</p>	<p><input type="checkbox"/> U.S. Mail (First Class and Certified) <input type="checkbox"/> Fax <input type="checkbox"/> Process Server <input checked="" type="checkbox"/> Electronic Delivery</p>

15
 16 /s/ Anne Roberson
 17 Anne Roberson, Paralegal
 STRITMATTER KESSLER
 KOEHLER MOORE

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EXHIBIT A

FILED
KING COUNTY WASHINGTON

FEB 02 2018

HON. JULIE SPECTOR

SUPERIOR COURT CLERK
BY Susan Bone
DEPUTY

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

Commissioner Eric Watness, as Personal
Representative of the Estate of Charleena
Lyles; Karen Clark, as Guardian Ad Litem on
behalf of the four minor children of decedent,

Plaintiffs,

v.

The City of Seattle, a Municipality; Jason M.
Anderson and Steven A. McNew, individually;
Solid Ground, A Washington non-profit
corporation,

Defendants.

No. 17-2-23731-1 SEA

STIPULATED ~~PROPOSED~~
PROTECTIVE ORDER RE: DISCOVERY
MATERIALS

1. PURPOSES AND LIMITATIONS

The Charleena Lyles case has received significant media coverage and is a matter of public interest. While many investigative materials have already been made public, discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted, which the parties agree should be subject to a protective order. The scope of this Protective Order does not mean, however, that the records produced in discovery under this Order will be automatically sealed by the Court. This Order details procedures for the parties to meet and confer on documents designated

STIPULATED ~~PROPOSED~~ PROTECTIVE ORDER - 1

Peter S. Holmes
Seattle City Attorney
701 5th Avenue, Suite 2050
Seattle, WA 98104-7097
(206) 684-8200

1 confidential. Prior to public disclosure or public filing of documents deemed “confidential,” a party may
2 request the removal of a confidentiality designation or redact the contents of the document that are designated
3 “confidential,” thus removing the confidentiality of the document itself. Otherwise, a party must adhere to
4 the requirements of General Rule 15, Local General Rule 15, and Local Civil Rule 26 by requesting that the
5 Court “seal” any documents deemed “confidential” under this Order. Under General Rule 15(c)(1), “the
6 [C]ourt or any party may request a hearing to seal or redact the court records.” After a hearing, the
7 Court may order files to be sealed or redacted. General Rule 15(c)(2). “Agreement of the parties
8 alone does not constitute a sufficient basis for the sealing or redaction of court records.” Instead, the
9 Court must weight a party’s privacy or safety concerns against the public interest. General Rule
10 15(c)(2). “A court record shall not be sealed under this section when redaction will adequately
11 resolve” issues of confidentiality. General Rule 15(c)(3). This Order does not otherwise restrict the
12 public’s ability to access publicly available documents through normal means under R.C.W. 42.56
13 *et seq.* For these reasons the parties jointly request the court to enter the following Stipulated Protective
14 Order. The parties acknowledge that this agreement is consistent with LCR 26(c) and CR 45(c)(3)(A)(iii),
15 in that it: a) does not confer blanket protection on all disclosures or responses to discovery, b) the protection
16 it affords from public disclosure and use extends only to the limited information or items that are entitled to
17 confidential treatment under the applicable legal principles, and c) it does not presumptively entitle parties to
18 file confidential information under seal.

19 2. “CONFIDENTIAL” MATERIAL

20 “Confidential” material shall include the following documents and things produced or
21 otherwise exchanged:

22 a. **Four minor children:**

- 23 1. Dependency proceedings

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2. Guardianship proceedings
3. CASA files
4. DSHS files
5. CPS files
6. Medical records
7. Mental health records
8. Educational records
9. Juvenile records

b. Charleena Lyles

1. Dependency proceedings
2. CASA files
3. DSHS files
4. CPS files
5. Medical records
6. Mental health records
7. Educational records
8. Juvenile records
9. Employment records

c. City

1. Unsustained police internal investigations, disciplinary files, or complaints of police misconduct of non-party officers;
2. Non-public law enforcement, intelligence, and tactical documents, including non-public tactical policies, procedures, and training protocols;
3. Records that could implicate the privacy rights of the decedent, plaintiff(s), or third parties, including, but not limited to, juvenile information, personal identifying information (“PII”) such as date(s) of birth, social security number(s), personal home

1 address(es), phone number(s), and e-mail address(es); driver's license or state
2 identification number(s); personal financial information; passport information;
3 immigration status; criminal history and/or criminal record number(s); and other
4 unspecified PII;

5 **d. Officers**

- 6 1. Unsustained police internal investigations and disciplinary files
- 7 2. Unsustained complaints of police misconduct
- 8 3. HIPAA protected documents including all medical, psychological, and mental
9 health records;
- 10 4. Records that could implicate the privacy rights of the officers, including, but not
11 limited to, personal identifying information ("PII") such as dates of birth, social
12 security numbers, personal home address(es), phone number(s), email addresses,
13 driver's license or state identification numbers, and personal

13 **e. Solid Ground**

- 14 1. HIPAA protected documents
- 15 2. Personal Identifying Information of any Solid Ground resident other than Charleena
16 Lyles and her children, including but not limited to names, date(s) of birth, social
17 security number(s), personal home address(es), phone number(s), and e-mail
18 address(es); driver's license or state identification number(s); personal financial
19 information; passport information; immigration status; criminal history and/or
20 criminal record number(s); and other unspecified PII
- 21 3. Proprietary or sensitive operational, financial, donor, resident, employee, or
22 volunteer information .

23 **3. SCOPE**

This Stipulated Protective Order applies to all discovery materials produced by any party or third party pursuant to a subpoena in this suit. The protections conferred by this agreement cover not only

1 confidential material but also (1) any information copied or extracted from confidential material; (2) all
2 copies, excerpts, summaries, or compilations of confidential material; and (3) any testimony, conversations,
3 or presentations by parties or their counsel that might reveal confidential material. Except that the protections
4 conferred by this agreement do not apply to information that is in the public domain or becomes part of the
5 public domain through motion and trial proceedings.

6 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

7 4.1 Basic Principles. A receiving party may use confidential material that is disclosed or
8 produced by another party or by a non-party in connection with this case only for prosecuting, defending, or
9 attempting to settle this litigation. Confidential material may be disclosed only to the categories of persons
10 and under the conditions described in this agreement. Confidential material must be stored and maintained
11 by a receiving party at a location and in a secure manner that ensures that access is limited to the persons
12 authorized under this agreement.

13 4.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the
14 court or permitted in writing by the designating party, a receiving party may disclose any confidential material
15 only to:

16 (a) the receiving party's counsel of record in this action, as well as employees of counsel to
17 whom it is reasonably necessary to disclose the information for this litigation;

18 (b) the officers, directors, and employees (including in house counsel) of the receiving party
19 to whom disclosure is reasonably necessary for this litigation;

20 (c) experts and consultants to whom disclosure is reasonably necessary for this litigation and
21 who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

22 (d) the court, court personnel, and court reporters and their staff, under an appropriate motion
23 to seal (see below);

1 (e) copy or imaging services retained by counsel to assist in the duplication of confidential
2 material, provided that counsel for the party retaining the copy or imaging service instructs the service not to
3 disclose any confidential material to third parties and to immediately return all originals and copies of any
4 confidential material;

5 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
6 necessary pages of transcribed deposition testimony or exhibits to depositions that reveal confidential material
7 must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under
8 this agreement;

9 (g) the author or recipient of a document containing the information or a custodian or other
10 person who otherwise possessed or knew the information.

11 4.3 Public Release or Filing Confidential Material: Before including confidential material or
12 discussing or referencing such material in court filings, the filing party shall confer with the designating party
13 to determine whether the designating party will remove the confidential designation, whether the document
14 can be redacted, or whether a motion to seal or stipulation and proposed order is warranted. All documents
15 containing confidential matter that are redacted before public release or filing, shall be redacted in
16 compliance with CR 10(f) and GR 31(e).

17 5. DESIGNATING PROTECTED MATERIAL

18 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each party or non-
19 party that designates information or things for protection under this agreement must carefully limit any such
20 designation to specific material that qualifies under the appropriate standards. The designating party must
21 designate for protection only those parts of material, documents, items, or oral or written communications
22 that qualify, so that other portions of the material, documents, items, or communications for which protection
23 is not warranted are not swept unjustifiably within the ambit of this agreement.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be
2 clearly unjustified or that have been made for an improper purpose (*e.g.*, to unnecessarily encumber or delay
3 the case development process or to impose unnecessary expenses and burdens on other parties) expose the
4 designating party to sanctions

5 If it comes to a designating party's attention that information or things that it designated for protection
6 do not qualify for protection, the designating party must promptly notify all other parties that it is withdrawing
7 the improper designation.

8 5.2 Manner and Timing of Designations. Except as otherwise provided in this agreement, or as
9 otherwise stipulated or ordered, disclosure or discovery material that qualifies for protection under this
10 agreement must be clearly so designated before or when the material is disclosed or produced.

11 (a) Information in documentary form: (*e.g.*, paper or electronic documents and deposition
12 exhibits, but excluding transcripts of depositions or other pretrial or trial proceedings), the designating party
13 must affix the word "CONFIDENTIAL" to each page that contains confidential material.

14 (b) Testimony given in deposition: the parties must identify on the record, during the
15 deposition, all protected testimony, without prejudice to their right to so designate other testimony after
16 reviewing the transcript. Any party or non-party may, within thirty (30) days after receiving a deposition
17 transcript, designate portions of the transcript, or exhibits thereto, as confidential.

18 (c) Other tangible things: the producing party must affix in a prominent place on the exterior
19 of the container or containers in which the item is stored the word "CONFIDENTIAL." If only a portion or
20 portions of the information or item warrant protection, the producing party, to the extent practicable, shall
21 identify the protected portion(s).

22 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate
23 qualified information or items does not, standing alone, waive the designating party's right to secure

1 protection under this agreement for such material. Upon timely correction of a designation, the receiving party
2 must make reasonable efforts to ensure that the material is treated in accordance with the provisions of this
3 agreement.

4 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

5 6.1 Timing of Challenges. Any party or non-party may challenge a designation of confidentiality
6 at any time. Unless a prompt challenge to a designating party's confidentiality designation is necessary to
7 avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay
8 of the litigation, a party does not waive its right to challenge a confidentiality designation by electing not to
9 mount a challenge promptly after the original designation is disclosed.

10 6.2 Meet and Confer. The parties must make every attempt to resolve any dispute regarding
11 confidential designations without court involvement. Any motion regarding confidential designations or for
12 a protective order must include a certification, in the motion or in a declaration or affidavit, that the movant
13 has engaged in a good faith meet and confer conference with other affected parties in an effort to resolve the
14 dispute without court action. The certification must list the date, manner, and participants to the conference.
15 A good faith effort to confer requires a face-to-face meeting or a telephone conference.

16 6.3 Judicial Intervention. If the parties cannot resolve a challenge without court intervention, the
17 designating party may file and serve a motion to retain confidentiality. The burden of persuasion in any such
18 motion shall be on the designating party. Frivolous challenges, and those made for an improper purpose (*e.g.*,
19 to harass or impose unnecessary expenses and burdens on other parties) may expose the challenging party to
20 sanctions. All parties shall continue to maintain the material in question as confidential until the court rules
21 on the challenge.

1 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
2 LITIGATION

3 If a party is served with a subpoena or a court order issued in other litigation that compels disclosure
4 of any information or items designated in this action as "CONFIDENTIAL," that party must:

5 (a) promptly notify the designating party in writing and include a copy of the subpoena or
6 court order;

7 (b) promptly notify in writing the party who caused the subpoena or order to issue in the
8 other litigation that some or all of the material covered by the subpoena or order is subject to this agreement.
9 Such notification shall include a copy of this agreement; and

10 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
11 designating party whose confidential material may be affected.

12 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

13 If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential material to
14 any person or in any circumstance not authorized under this agreement, the receiving party must immediately

15 (a) notify in writing the designating party of the unauthorized disclosures, (b) use its best efforts to retrieve all
16 unauthorized copies of the protected material, (c) inform the person or persons to whom unauthorized
17 disclosures were made of all the terms of this agreement, and (d) request that such person or persons execute
18 the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

19 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
20 MATERIAL

21 When a producing party gives notice to receiving parties that certain inadvertently produced material
22 is subject to a claim of privilege or other protection, the obligations of the receiving parties are those set forth
23 in CR 26(b)(6). This provision is not intended to modify whatever procedure may be established in an e-

1 discovery order or agreement that provides for production without prior privilege review. Parties shall confer
2 on an appropriate non-waiver order under ER 502.

3 10. If this litigation proceeds to trial, the degree to which discovery materials produced pursuant to this
4 Stipulated Protective Order remain confidential and the manner in which the materials will be used at trial
5 will be determined by agreement or order of the Court.

6 11. NON TERMINATION AND RETURN OF DOCUMENTS

7 Within 90 days after the termination of this action, including all appeals, each receiving party must
8 return all confidential material to the producing party, including all copies, extracts and summaries thereof.
9 Alternatively, the parties may agree upon appropriate methods of destruction.

10 Notwithstanding this provision, counsel are entitled to retain one archival copy of all documents filed
11 with the court, trial, deposition, and hearing transcripts, correspondence, deposition and trial exhibits, expert
12 reports, attorney work product, and consultant and expert work product, even if such materials contain
13 confidential material.

14 The confidentiality obligations imposed by this agreement shall remain in effect until a designating
15 party agrees otherwise in writing or a court orders otherwise.

16 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD this 2nd day of February, 2018

<p>Attorneys for Plaintiffs:</p> <p>By: <i>Karen K. Koehler</i></p> <hr/> <p>Karen K. Koehler, WSBA #15325 R. Travis Jameson, WSBA #45715 Edward H. Moore, WSBA #41584 STRITMATTER KESSLER WHELAN KOEHLER MOORE 3600 15th Ave. W., #300 Seattle, WA 98119</p>	<p>Attorney for Defendant City of Seattle:</p> <p>PETER S. HOLMES Seattle City Attorney</p> <p>By: <i>Ghazal Sharifi</i></p> <hr/> <p>Ghazal Sharifi, WSBA #47750 Jeff Wolf, WSBA #20107 Assistant City Attorneys 701 5th Avenue, Suite 2050 Seattle, WA 98103 Phone: (206) 684-8200 E-Mail: ghazal.sharifi@seattle.gov jeff.wolf@seattle.gov</p>
<p>Attorneys for Defendants Steven A. McNew & Jason M. Anderson</p> <p>By: <i>Robert L. Christie</i></p> <hr/> <p>Robert L. Christie, WSBA #10895 Megan Coluccio, WSBA #44178 CHRISTIE LAW GROUP 2100 Westlake Ave N, Suite 206 Seattle, WA 98109</p>	<p>Attorneys for Solid Ground</p> <p>By: <i>Andrea D. Ostrovsky</i></p> <hr/> <p>Andrea D. Ostrovsky, WSBA #37749 Nathan K. Bays, WBSA #43025 CALFO EAKES & OSTROVSKY, PLLC 1301 2nd Ave., Suite 2800 Seattle, WA 98101</p>

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PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED this 2nd day of February, 2018



HONORABLE JULIE SPECTOR
King County Superior Court Judge

1
2 **EXHIBIT A**

3 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

4 I, _____ [print or type full name], of _____ [print or type full
5 address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated
6 Protective Order that was issued by the King County Superior Court on [_____] in the case of *Estate*
7 *of Charleena Lyles v. City of Seattle et al.*, 17-2-23731-1 SEA. I agree to comply with and to be bound by
8 all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply
9 could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not
10 disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person
11 or entity except in strict compliance with the provisions of this Order.

12 I further agree to submit to the jurisdiction of the King County Superior Court for the purpose of enforcing
13 the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination
14 of this action.

15 Date: _____

16 City and State where sworn and signed: _____

17 Printed name: _____

18 Signature: _____
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