

**Access to Justice Commission**  
**13<sup>th</sup> Judicial District Local Pro Bono Committee**  
**2010 Annual Report for the Period**  
**January – December 2009**

1. **Provide a list of your committee members with phone numbers and e.mail addresses.**

Bill Mast	<a href="mailto:mastlaw@peoplepc.com">mastlaw@peoplepc.com</a>
Brad Hays	<a href="mailto:bradhays@aol.com">bradhays@aol.com</a>
Chris Pacheco	<a href="mailto:cp@lsplegal.com">cp@lsplegal.com</a>
Crystal Hyer	<a href="mailto:berdcah@nmcourts.gov">berdcah@nmcourts.gov</a>
David Gardner	<a href="mailto:drgbosque@netzero.net">drgbosque@netzero.net</a>
Geoff Nims	<a href="mailto:lludgrn@nmcourts.gov">lludgrn@nmcourts.gov</a>
Hon. John Davis	<a href="mailto:berdjfd@nmcourts.gov">berdjfd@nmcourts.gov</a>
Ira Karmiol	<a href="mailto:karira2@comcast.net">karira2@comcast.net</a>
Michael Martinez	<a href="mailto:mmartinez@cableone.net">mmartinez@cableone.net</a>
Nita Taylor	<a href="mailto:ntaylor@nmbar.org">ntaylor@nmbar.org</a>
Rosalie Chavez	<a href="mailto:rosaliec@nmlegalaid.org">rosaliec@nmlegalaid.org</a>
Terrill Muller	<a href="mailto:terriilm@nmlegalaid.org">terriilm@nmlegalaid.org</a>

2. **Has your committee been successful in developing programs that enable attorneys to assist your low-income population? Please describe the program(s). If not, why not?**

Our program has not been launched because of the issue of malpractice insurance. Volunteer attorneys ask that the district provide malpractice insurance for court appointed pro bono cases. The issue of how such insurance can be provided to pro bono attorneys has not been resolved.

3. **Have you formed a Volunteer Attorney Pool from a survey or other tool? Please list the names of the attorneys who have provided pro bono services through participation in one of your programs. If you have not formed a Volunteer Attorney Pool, why not?**

The district formed an attorney pool in Sandoval county through the use of a survey. However, as the answer to no. 2 above explains, the inability to provide malpractice insurance to pro bono attorneys is problematic to activating the pro bono program.

4. **Has your committee attempted to develop programs that have been unsuccessful in attracting assistance from pro bono attorneys? Please describe.**

No.

5. **Please quantify the number of your low-income population who have benefited from your programs. Provide detail by program, if possible (i.e., clinic attendance, direct representation, etc.).**

None.

6. **What do you see as the greatest impediment to securing pro bono assistance for your district's low income people? Please quantify the impediment, if possible.**

Our greatest and possibly only impediment to activating a pro bono program is the lack of malpractice insurance for the attorneys participating in the program.

7. **Do you anticipate your current pro bono program to maintain its current status and/or grow in subsequent years? Please explain.**

Unless malpractice insurance can be obtained for the pro bono attorney pool identified by survey the program will remain stagnant.

8. **Did your committee participate in New Mexico Pro Bono Week and if so, were the public functions sponsored during that week successful? Please quantify public participation. If not, please describe why the public functions were not successful. Do you intend to include similar functions in your on-going future pro bono plans?**

Yes, the 13<sup>th</sup> participated in Pro Bono Week through a CLE presentation in Cibola county to local attorneys and judges. We had approximately 2 dozen people attend the meet and greet for Justice Bosson and about 14 participated in the CLE.

9. **New Mexico Pro Bono Week was initiated as part of the national 1st Annual Celebrate Pro Bono Week. Would you support participation in another New Mexico Pro Bono Week?**

Absolutely!

10. **The ATJ Commission would like to use your work to build a resource guide for use by all committees. Please attach any forms, flyers, press releases, DVDs or other material you've used to implement your on-going programs or your participation in New Mexico Pro Bono Week.**

I am attaching forms that were developed in anticipation of launching a pro bono attorney program. As for the Pro Bono Week material, an email was sent out to the Cibola bar announcing the meet and greet and the CLE.

# CLIENT INFORMATION SHEET

THIRTEENTH JUDICIAL DISTRICT COURT  
SANDOVAL COUNTY  
PRO BONO PROGRAM

P.O. Box 600, Bernalillo, NM 87004

*Please PRINT all information on this form CLEARLY  
You must attach a completed Application for Free Process to this form.*

Today's date: \_\_\_\_\_

Your name: \_\_\_\_\_

Your address: \_\_\_\_\_

Your telephone: \_\_\_\_\_

Type of case/legal issue(s):  
\_\_\_\_\_

Have you filed a case in a court on this issue(s):  yes  no

If yes, what court did you file case in, what is case name and case number:

\_\_\_\_\_

Briefly describe the issue(s) that need resolution and indicate deadlines if applicable:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

After completing this form, please return to the court clerk. The pro bono program administrator shall review your form. If you are eligible for a referral to a pro bono attorney, a letter of an attorney assignment shall be mailed to you. If you have questions, please call the staff attorney, Crystal Hyer, at 771-7170.

THIRTEENTH JUDICIAL DISTRICT COURT  
SANDOVAL COUNTY  
PRO BONO PROGRAM  
P.O. Box 600, Bernalillo, NM 87004

<date>

<name, address>

Re: Attorney referral

Dear <name>:

The 13<sup>th</sup> Judicial District pro bono program administrator has reviewed your request for assistance from a pro bono attorney. You have been referred to attorney <name> for the following service: <consultation only, draft a document, represent in court, take entire case, etc.> in your <describe legal issue> case.

Please read the enclosed "Instructions to Client" sheet now. After reading, please call the attorney's office to schedule an appointment immediately. Attorney <name> may be reached at <phone>.

If you have any questions, please call the staff attorney, Crystal Hyer, at 771-7170.

Sincerely,  
Pro Bono Program Administrator  
13<sup>th</sup> Judicial District Court

attachment enclosed

THIRTEENTH JUDICIAL DISTRICT COURT  
SANDOVAL COUNTY  
PRO BONO PROGRAM  
P.O. Box 600, Bernalillo, NM 87004

<date>

<name, address>

Re: Pro bono client referral

Dear <name>:

Thank you for participating in the the 13<sup>th</sup> Judicial District pro bono program. The program has matched you with a client. The client <name> has been referred to you for the following service(s): <consultation only, draft a document, represent in court, take entire case, etc.> in their <describe legal issue> case.

Enclosed is the client and case information sheet. The client has been instructed to call your office for an appointment.

Also enclosed with this letter is a pro bono contract for services and a case outcome form which will assist the pro bono program in tracking outcomes in pro bono referrals. Please send us a copy of the signed contract to the address above and the case outcome form when services are completed. If there is a conflict, a case deadline you cannot meet or another reason for which you must decline the case, please let Crystal Hyer know within 48 hours of receipt of this letter.

If you have any questions, requests for information, case file copies, etc., please call the staff attorney, Crystal Hyer, at 771-7170. Thanks again for assisting the district with your services.

Sincerely,  
Pro Bono Program Administrator  
13<sup>th</sup> Judicial District Court

attachments enclosed

# CLIENT RETAINER AGREEMENT

THIRTEENTH JUDICIAL DISTRICT COURT  
SANDOVAL COUNTY  
PRO BONO PROGRAM

This agreement is between \_\_\_\_\_, the client  
and \_\_\_\_\_, the attorney.

**1. Subject of representation.**

Client hereby engages attorney in connection with the following legal matter:

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**2. Scope of representation.** The attorney will provide "limited" representation in the legal matter as indicated below. The client understands that limited representation differs from traditional "full service" representation. "Full service," in most cases, would include full investigation of the facts relevant to the case, legal research, analysis of the issues, advice and counsel on all issues, negotiations with third parties, and documentation of action taken. If litigation is involved, full service representation generally includes preparation, filing and service of legal documents, investigation and discovery, preparation for and representation at hearings and trial, and preparation and filing of final legal documents. A "limited" representation includes only those services checkmarked below in paragraph 3.

**3. Services to be provided.** The services to be provided by the attorney in this matter will be limited to those indicated below. The attorney will not provide any other services except by separate written agreement with the client.

- a.  30 minute consultation with the client to include general information and advice about the legal matter presented and the legal procedures available for resolution of the matter.
- b.  30 minute review of documents prepared by the client to assure compliance with court requirements.
- c.  preparation of legal documents to be filed *pro se* by the client, said documents to consist of:

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d.  representation in a current case for the limited purpose of

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e.  representation of a case in its entirety.

f. [ ] other.

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4. **Payment for services.** The attorney agrees to provide the client with limited representation services described above on a pro bono basis, and the client will not be charged for these legal services. However, the client shall be responsible for all court costs and expenses. Note that nothing in this agreement precludes the attorney or the client from continuing an attorney-client relationship in this case for a fee after the completion of the services provided as indicated above. The attorney and the client will need to enter into a new written agreement outlining the fee arrangement.
5. **Termination of representation.** The attorney-client relationship shall terminate at the conclusion of the services provided under this pro bono agreement, unless the parties enter into a separate written agreement.
6. **Confidentiality of information.** All information the client gives to the attorney shall remain confidential, except that the attorney will provide statistical information to the 13<sup>th</sup> Judicial District Court pro bono program.
7. **Statement of client's understanding.** The client has read this agreement carefully and understands all of its provisions, as show by the client's initials next to each of the following states:

\_\_\_\_\_ **The nature of my case is accurately described in paragraph 1.**

\_\_\_\_\_ **The only services that I want or expect the attorney to perform in my case are identified by checkmark in paragraph 3. I understand that the attorney will not provide services other than those identified by checkmark, and that I will be responsible for all other aspects of my case not handled by the attorney.**

\_\_\_\_\_ **The attorney will provide the client with free legal services. I agree to pay any court costs and expenses as set forth in paragraph 4.**

\_\_\_\_\_ **I understand that if I wish to engage the attorney to provide additional services, a written amendment to this agreement will be required before those services are performed.**

\_\_\_\_\_  
Client

\_\_\_\_\_  
date

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
date

# INSTRUCTIONS TO CLIENT

THIRTEENTH JUDICIAL DISTRICT COURT  
SANDOVAL COUNTY  
PRO BONO PROGRAM  
P.O. Box 600, Bernalillo, NM 87004

- Please contact the attorney for an appointment within 10 days.
- Please appear promptly for all appointments and/or court hearings.
- Please bring any information and documents regarding your legal issue when you meet with the attorney.
- Please inform the attorney of any deadline you are aware of.
- Please assist the attorney as requested by promptly providing documents, information or other items that are important in providing you legal services.
- Court costs such as filing fees, telephone calls, copying expenses, witness fees are not paid for by the attorney or the pro bono program. You will be required to pay these court costs.
- Please inform the attorney and the pro bono program of any change in address or telephone immediately.
- Please keep in mind that this no-fee referral may be reclassified to a fee referral if the financial information you provided is incorrect.

# CASE OUTCOME FORM

THIRTEENTH JUDICIAL DISTRICT COURT  
SANDOVAL COUNTY  
PRO BONO PROGRAM  
P.O. Box 600, Bernalillo, NM 87004

Client name: \_\_\_\_\_

Attorney name: \_\_\_\_\_

Today's date: \_\_\_\_\_

Type of case: \_\_\_\_\_

Date work on case began: \_\_\_\_\_ Date case closed: \_\_\_\_\_

Pro bono services provided/results and outcome:

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Total hours expended on client's case: \_\_\_\_\_

Estimate dollar value of total hours expended: \$ \_\_\_\_\_

Was client's objective achieved:  yes  no

Comment/suggestions regarding the pro bono program:

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After completing this form, please send to the address above. If you have any questions, please call the staff attorney, Crystal Hyer, at 771-7170. Thank you for your pro bono services in the 13<sup>th</sup> Judicial District.