

1
2 UNITED STATES DISTRICT COURT
3 DISTRICT OF NEVADA

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5 IN THE MATTER OF:

General Order 2014-01

6 PRO BONO PILOT PROGRAM
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8 WHEREAS, attorneys admitted to practice in this District have a strong tradition of providing
9 pro bono representation to indigent litigants in civil cases in the Courts of the State of Nevada;

10 WHEREAS, the Federal Bar Association, William S. Boyd School of Law, Washoe Legal
11 Services, and Legal Aid Center of Southern Nevada are willing to support and coordinate providing
12 qualified volunteer lawyers to represent indigent *pro se* litigants in this District;

13 WHEREAS, volunteer lawyers provide an extremely valuable service, which enhances our legal
14 system;

15 WHEREAS, volunteer lawyers who provide their time and resources to preserve access to justice
16 for those unable to afford a lawyer greatly assist this Court in the performance of its mission;

17 WHEREAS, the Judges of this District have authorized the implementation of the attached Pilot
18 Program for the Representation of *Pro Se* Litigants;

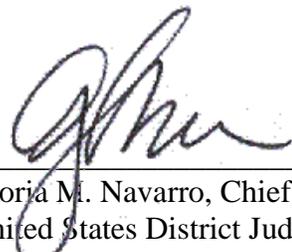
19 **IT IS HEREBY ORDERED** that:

20 1. The Pilot Program for the Representation of *Pro Se* Litigants in the United States District
21 Court for the District of Nevada, attached hereto, will commence on October 1, 2014.

22 2. The Court's Pro Bono Committee is directed to maintain statistics measuring program activity
23 and submit annual reports to the Judges of this District.

24 3. Mark Woolf is designated as the Court's initial Pro Bono Liaison.

25 Dated this 30th day of September, 2014.



Gloria M. Navarro, Chief Judge
United States District Judge

1 (C) the nature and complexity of the action, both factual and legal, including the
2 need for factual investigation, the need for expert/s, and the overall needs of
3 discovery;

4 (D) the presence of conflicting testimony calling for a lawyer's presentation of
5 evidence and cross-examination;

6 (E) whether the *pro se* party has another case pending before the Court and, if so,
7 whether counsel has been appointed in such case;

8 (F) the capability of the *pro se* party to present the case;

9 (G) the degree to which the interests of justice will be served by appointment of
10 counsel, including the benefit the Court may derive from the assistance of
11 appointed counsel;

12 (H) whether reasonable costs and attorney's fees may be recoverable by the
13 prevailing party in the action;

14 (I) the degree to which it appears an early ADR procedure, such as a settlement
15 conference or early neutral evaluation under Local Rule 16, may bring about an
16 early, inexpensive and consensual resolution of the litigation by:

17 (i) facilitating or improving communications between the parties;

18 (ii) providing the parties an opportunity to be heard regarding their
19 respective grievances, positions, concerns, goals and interests;

20 (iii) promoting the parties' understanding of the strengths and weaknesses
21 of their respective cases;

22 (iv) limiting, narrowing or simplifying the issues in dispute;

23 (v) restoring or preserving personal or business relations;

24 (vi) otherwise creating an atmosphere conducive to settlement;

25 (vii) achieving settlement on terms not available through litigation; or

(viii) achieving settlement of some or all issues as between some or all
parties; and

(J) any other factors deemed appropriate by the referring Judge.

(2) Scope of Appointment. Cases may be referred to the Program for either general purpose or limited purpose representation. Limited purpose representation will normally, though not necessarily, correlate to representation for purposes of participating in an Alternative Dispute Resolution proceeding under Local Rule 16, including early mediation conferences in Section 1983 prisoner litigation.

(b) Appointment. Upon referral by a Judge to the Program, the case will be sent to the Pro Bono Liaison. The Liaison will gather pertinent materials, including copies of all necessary filings in the case, and forward them to Legal Aid Center of Nevada or Washoe Legal Services who, in turn, will screen the litigant for financial eligibility and will locate counsel willing to take on the pro bono representation.

(c) Appointment Response Form. Within thirty (30) days after pro bono counsel accepts an appointment, counsel shall complete and return to the Liaison the Pro Bono Response Form, indicating: "Representation of [*pro se* litigant's name] for [type of appointment (i.e. "the limited purpose of" or "All Purposes")] is accepted." Pro bono counsel shall also indicate that he/she has conferred with the litigant and that the litigant agrees to the representation. Should a *pro se* litigant determine not to accept representation by pro bono counsel, the Response Form shall so indicate. The decision by a *pro se* litigant not to participate in the Program may preclude further participation in the Program on the specific case for which representation was refused. It does not preclude the possibility of future participation in the Program in a different case.

(d) Order of Appointment. Upon receipt of the Appointment Response Form, the Liaison will forward the form along with a proposed order appointing pro bono counsel to the referring Judge. Absent unusual circumstances, pro bono counsel is expected to remain as counsel for the duration of the purpose of the appointment. Docketing of the order appointing pro bono counsel shall result in the setting of a public PROBONO case flag. Appointment under this Program does not extend to the appeal, if any, of a final decision, which shall be the responsibility of the client.

(e) Notice of Completion of Pro Bono Appointment. The Notice of Completion Form is critical to the Program's success, the accuracy of case records, and the quality of service to pro se litigants. The Form shall be submitted within fourteen (14) days after completion of legal services rendered by pro bono counsel to the Liaison.

(f) Record of Attorney Appointments. The Liaison, in conjunction with Legal Aid Center of Southern Nevada and Washoe Legal Services, will maintain a record of appointments and provide an annual written report to the Pro Bono Committee and Chief District Judge.

(g) Waiver of CM/ECF Fees. Attorneys who have taken on the pro bono representation shall not be charged fees for use of the Court's electronic filing system (PACER) in the case on which they are serving as pro bono counsel.

1 **(h) Liability Insurance.** Participating attorneys will be eligible for professional errors and
2 omissions insurance coverage provided by Legal Aid Center of Southern Nevada or Washoe Legal
3 Services, to the extent such coverage is available.

4 **(i) Business Entities Not Eligible.** Business entities are not eligible for participation in the
5 Program.

6 **SECTION 2. EXPENSES**

7 **(a) Reimbursement of Reasonable Expenses.** Pro bono counsel must seek reimbursement
8 from the *pro se* litigant for the costs incurred in litigating the action to the extent feasible. Pro bono
9 counsel may also apply for reimbursement of reasonable expenses from the Attorney Admissions Fund
10 or other Non-Appropriated Funds account ("Court Fund") as specified in this Section. Reimbursement
11 from the Court fund is based on availability and, if necessary, reimbursement requests will be reconciled
12 on a pro rata basis, as determined by the Pro Bono Committee Chairperson/s, with other reimbursement
13 requests made under the Program. All requests for reimbursement shall be submitted through the
14 Liaison and must be approved by an assigned Judge. If reimbursement is not available from the *pro se*
15 litigant or the Court Fund, the appointed attorney may be required to bear the costs of the litigation.

16 **(b) Reimbursement from Court Fund.** To the extent the *pro se* litigant is unable to bear all or
17 part of the costs of litigation; pro bono counsel may be reimbursed from the Court Fund as follows:

18 (1) Pretrial Expenses. Except upon a showing of exceptional circumstances, requests for
19 prepayments or reimbursement of pretrial expenses are limited to \$1,500. Pretrial expenses are
20 those expenses and costs incurred through the dispositive motion deadline set in the scheduling
21 order.

22 (2) Trial Related Expenses. Except upon a showing of exceptional circumstances,
23 requests for prepayments or reimbursement of trial related expenses are limited to \$1,000. Trial
24 related expenses are those costs incurred after the dispositive motion deadline through the end of
25 trial.

(c) Reimbursement of the Court Fund. To the extent the *pro se* litigant obtains a monetary
award through settlement, final judgment, or an award of taxable costs or attorney fees; the litigant shall
reimburse the Court Fund as follows:

 (1) Reimbursement Limits in case of Settlement or Judgment. If a party settles or
obtains a judgment in excess of the reimbursement from the Court Fund, full reimbursement to
the Court Fund is required. If a party settles or obtains judgment in an amount that is less than

1 the approved reimbursement, the Court Fund shall be reimbursed at a rate of 50 cents on the
2 dollar in an amount not to exceed fifty percent (50%) of the total settlement or judgment.

3 (2) Amounts to be Reimbursed from Cost Award. Where a party prevails and an award
4 of taxable costs or attorney fees is made to an appointed attorney, the Court Fund shall be
5 reimbursed in full.

6 **SECTION 3. COMPENSATION FOR SERVICES**

7 (a) Upon appropriate application, the Judge may award attorney fees against an opposing party
8 for services rendered in the action as authorized under applicable statutes, regulations, rules, or other
9 provisions of law, and as the Judge deems just and proper considering the applicable legal standards.

10 (b) If, after appointment, the appointed attorney discovers the party, due to changed
11 circumstances, is no longer financially eligible as originally determined pursuant to Section 1(b), the
12 attorney shall bring this information to the attention of the assigned Judge, who may thereupon (i)
13 approve a fee arrangement, including a contingency fee arrangement, between the party and the
14 appointed attorney, or (ii) relieve the attorney from the responsibilities of the order of appointment and
15 permit the party to retain an attorney or proceed *pro se*.

16 (c) Nothing in these rules shall preclude or limit appointed counsel and the pro se litigant from
17 entering into a contingency fee agreement, subject to any legal and ethical obligations, at the outset of
18 the appointment. Except as provided in subsection (b) of this section, any such agreement shall be made
19 within the time frame for submitting the Appointment Response Form, which shall indicate that a
20 contingency fee agreement is in place. In the case of a contingency agreement or other arrangement
21 made under this subsection or subsection (b), appointed pro bono counsel is not eligible for prepayment
22 or reimbursement of costs or expenses from the Court Fund.
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