

1 UNITED STATES DISTRICT COURT
2 DISTRICT OF NEVADA

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4
5 IN THE MATTER OF:

6 PRO BONO PROGRAM

GENERAL ORDER 2017-07

7 WHEREAS, attorneys admitted to practice in this District have a strong tradition of providing *pro*
8 *bono* representation to indigent litigants in civil cases in the Courts of the State of Nevada;

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

11 WHEREAS, volunteer lawyers provide an extremely valuable service, which enhances our legal
12 system;

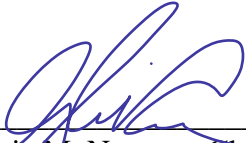
13 WHEREAS, volunteer lawyers who provide their time and resources to preserve access to justice
for those unable to afford a lawyer greatly assist this Court in the performance of its mission;

14 WHEREAS, the Judges of this District have authorized the implementation of the attached
15 Program for the Representation of *Pro Se* Litigants;

16 IT IS HEREBY ORDERED that the *Pro Bono* Program for the Representation of *Pro Se* Litigants
17 in the United States District Court for the District of Nevada, attached hereto is adopted.

18 IT IS FURTHER ORDERED that the Court's *Pro Bono* Committee is directed to maintain
19 statistics measuring program activity and submit annual reports to the Judges of this District.

20 DATED this 13th day of November, 2017.

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Gloria M. Navarro, Chief Judge
United States District Judge
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**PRO BONO PROGRAM FOR THE REPRESENTATION OF
PRO SE LITIGANTS IN THE UNITED STATES
DISTRICT COURT FOR THE DISTRICT OF NEVADA**

The United States District Court for the District of Nevada (“Court”) adopts the following *Pro Bono* Program (“Program”) for furnishing representation to *pro se* litigants in matters where the Court exercises its discretion to provide such representation. See 42 U.S.C. § 2000e, *et seq.* and 28 U.S.C. § 1915. This Program shall govern the appointment of attorneys to represent *pro se* litigants. For each civil action commenced by such a litigant, any District Judge or Magistrate Judge to whom the action is assigned may issue an order of appointment and other orders relating to representation by the appointed attorney in accordance with this Program. The Court, through a *Pro Bono* Committee and designated *Pro Bono Liaison*, will work in conjunction with the Legal Aid Center of Southern Nevada, Washoe Legal Services, Nevada Legal Services, and the Federal Bar Association of the District of Nevada to administer the Program. The designated *Pro Bono Liaison* (“Liaison”) for the District of Nevada is:

Mai Tieu
Pro Bono Liaison
333 Las Vegas Boulevard South, Suite 3005
Las Vegas, Nevada 89101
702.464.5540

Volunteer lawyers provide an extremely valuable service, which enhances our legal system. *Pro bono* representation can be a rewarding and enlightening experience. The Court is grateful to the volunteer lawyers who provide their time and resources to preserve access to justice for those unable to afford an attorney.

SECTION 1. APPOINTMENT

(a) Referral to the Program.

(1) Timing. At any time during the course of litigation, an assigned Judge may refer the case to the Program for the appointment of *pro bono* counsel. Referral to the Program is not an endorsement of the merits of the case. Whether to refer a case for appointment is discretionary and generally based on a number of factors, including but not limited to:

- A. the inability of the *pro se* party to retain counsel by other means;
- B. the potential merit of the claims as set forth in the pleadings;
- C. the nature and complexity of the action, both factual and legal, including the need for factual investigation, the need for expert/s, and the overall needs of discovery;
- D. the presence of conflicting testimony calling for a lawyer's presentation of evidence and cross-examination;

1 E. whether the *pro se* party has another case pending before the Court and, if so,
2 whether counsel has been appointed in such case;

3 F. the capability of the *pro se* party to present the case;

4 G. the degree to which the interests of justice will be served by appointment of
5 counsel, including the benefit the Court may derive from the assistance of
6 appointed counsel;

7 H. whether reasonable costs and attorney's fees may be recoverable by the
8 prevailing party in the action;

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

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

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

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

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

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

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

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

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

23 J. any other factors deemed appropriate by the referring Judge.

24 (2) Scope of Appointment. Cases may be referred to the Program for either general
25 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

1 the case, and forward them to Legal Aid Center of Nevada or Washoe Legal Services who, in turn,
2 will screen the litigant for financial eligibility and will locate counsel willing to take on the pro
3 bono representation.

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

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

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

23 **(f) Record of Attorney Appointments.** The Liaison, in conjunction with Legal Aid Center of
24 Southern Nevada and Washoe Legal Services, will maintain a record of appointments and provide
25 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.

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

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

(j) Pro Hac Vice.

Attorneys who file for *pro hac vice* status will not be charged the petition filing fee
in a case where they are serving as *pro bono* counsel.

1 **SECTION 2. EXPENSES**

2 **(a) Reimbursement of Reasonable Expenses.** An attorney assigned pursuant to the Program to
3 represent a party in a proceeding before this Court may apply for reimbursement from the Court
4 Fund of reasonable, eligible expenses not paid by the party. Before seeking reimbursement of
5 costs, pro bono counsel must seek payment from the party, to the extent feasible.

6 **(b) Advancement of Expenses.** The assigned attorney or firm may, but is not required to, advance
7 the payment of expenses. Assigned counsel or the firm with which counsel is affiliated may
8 advance part or all of the payment of any such expenses without requiring that the counsel or firm
9 remain ultimately liable for such expenses. In appropriate circumstances, the Pro Bono Committee
10 may approve an advance of costs requested by pro bono counsel.

11 **(c) Expenses Eligible for Reimbursement from the Court Fund.**

- 12 1. Deposition and Transcript Costs. Except as otherwise ordered by the Court, the cost of the
13 original of any transcript or deposition together with the cost of one copy each where
14 needed by counsel and, for deposition, the copy provided to the Court shall be eligible for
15 reimbursement.
- 16 2. Travel Expenses. Reasonable costs of travel, of more than 50 but less than 200 miles, by
17 privately owned automobile are eligible for reimbursement at the rate currently prescribed
18 for federal judiciary employees who use a private automobile for conduct of official
19 business (“Reimbursed Vehicle Rate”), plus parking fees, tolls, and similar expenses,
20 provided however, that if the cost of a vehicle rental plus fuel (“Rental Vehicle Rate”) is
21 less expensive than the Reimbursed Vehicle Rate, reimbursement shall be capped at the
22 Rental Vehicle Rate, plus parking fees, tolls, and similar expenses. Reasonable costs for
23 transportation other than by privately owned automobile may be claimed on an actual
24 expense basis. Actual expenses reasonably incurred shall be guided by the prevailing
25 limitations placed upon travel and subsistence expenses of federal judiciary employees in
 accordance with existing government travel regulations.
3. Service of Papers; Witness Fees. Fees for service of papers and the appearances of
 witnesses that are not otherwise avoided, waived, or recoverable are eligible for
 reimbursement.
4. Interpreter Services. Reasonable costs of interpreter services not otherwise avoided,
 waived, or recoverable are eligible for reimbursement. The fees/rates are subject to a
 reasonableness standard and may not exceed the hourly rate established by the Criminal
 Justice Act.
5. Experts. Reasonable costs for expert services, other than interpreters, not otherwise
 avoided, waived, or recoverable, are eligible for reimbursement.
6. Expenses Ineligible for Reimbursement from the Court Fund. General office expenses,
 including personnel costs, rent, telephone services, secretarial help, and photocopying, are

1 not reimbursable from the Court Fund. Any costs incurred in conducting computer assisted
2 legal research is not reimbursable from the Court Fund. The expense of printing briefs,
3 regardless of the printing method utilized, is not reimbursable from the Court Fund.

4 **(d) Limits for Reimbursements:**

- 5 1. Types of Actions. Only those expenses associated with the preparation of a civil action in
6 the U.S. District Court for the District of Nevada shall be eligible for reimbursement. For
7 clarity, costs associated with the preparation or presentation of an appeal to the U.S. Court
8 of Appeals or the U.S. Supreme Court shall not be reimbursed from the District Court Fund.
9 Reimbursement from the Court Fund may be limited by funds available.
- 10 2. Dollar Limits. To the extent the represented party is unable to bear all or part of the costs
11 of litigation, advances plus reimbursements are limited to \$2,500 in aggregate.

12 **(e) Procedures for Obtaining Reimbursement or Advance.**

- 13 1. Reimbursement. A request for reimbursement must be made by application to the Pro
14 Bono Committee for reasonable expenses not paid by the litigant. All requests must be
15 submitted through the Liaison. Requests may be made at any time after the expense has
16 been paid and during the pendency of the proceedings and up to thirty days following the
17 entry of judgment in the proceedings. The request shall set forth the reason for the request
18 and the amount of the expense, as well as any expenses that have already been advanced
19 and/or reimbursed in the action on behalf of the party. The Committee may condition
20 approval of such requests subject to the availability of funds at the time of the request.
- 21 2. Advance. A request for an advance disbursement to cover an expense must be made by
22 application to the Pro Bono Committee. All requests for preapproval and advancement
23 must be submitted through the Liaison. The request shall set forth the reason for the request
24 and the estimated amount of the expense, as well as any expenses that have already been
25 advanced and/or reimbursed in the action on behalf of the party. The Committee may
condition approval of such requests subject to the availability of funds at the time of the
request.
3. Format. Any request made under this Section 2 may be made ex parte, and shall include
the voucher form approved by the Committee and available on the Court's website. The
request shall be accompanied by sufficient documentation to permit a determination that
the request is appropriate and reasonable, and if the expense has already been paid.

(f) Repayment to the Court Fund. To the extent a party assigned counsel under the Program
obtains a monetary award through settlement, final judgment, or an award of taxable costs or
attorney fees; the party shall reimburse the Court Fund as follows:

1. Repayment Limits in case of Settlement or Judgment. If a party settles or obtains a
judgment in excess of the party's previous reimbursement from the Court Fund, full
repayment to the Court Fund is required. If a party settles or obtains judgment in an amount

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

- 4 2. Amounts to be Repaid from Cost or Attorney Fee Award. Where a party prevails and is
5 awarded taxable costs or attorney fees, the Court Fund shall be repaid in full, first from the
6 cost award and then from the attorney fees award, not to exceed the total amount of the
7 awards.

8 **SECTION 3. COMPENSATION FOR SERVICES**

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

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

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