

Claim Form

COMPLETE THIS FORM AND SIGN THE FINAL PAGE IN THE PRESENCE OF A NOTARY PUBLIC

RETURN TO:

CLIENT PROTECTION FUND 2440 Louisiana Blvd. NE, Ste 280 Albuquerque, NM 87110

NOTICE TO CLAIMANT

Claimants are advised that, except in unusual circumstances, the assistance of an attorney is not necessary in filing a claim. No attorney shall accept any payment for assisting a claimant with prosecuting a claim, unless such payment has been approved by the Client Protection Fund Commission. The Client Protection Fund is not a substitute for malpractice insurance nor is it a method to arbitrate attorney fees.

Neither the State Bar of New Mexico nor the Client Protection Fund Commission has any responsibility for the acts of individual attorneys in their practice of law. All reimbursements of losses by the Client Protection Fund are in the sole discretion of the Client Protection Fund Commission. No person shall have any legal right to reimbursement from the fund. No person shall have any right in the Client Protection Fund as a third party beneficiary or otherwise. The decision of the Commission is final.

Answer every question on this application and initial where required.

If space is inadequate, attach additional pages.

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	For Office Use Only	
Takeyo.	Claim Number	Date Received

STATE BAR OF NEW MEXICO (

1. Person Fil	ing Claim ("cla	aimant") In	formation			
Date:	Name:					
Street Address:						
City:		State:		Zip:	Zip:	
Home Phone No.		Daytime/Bus	Daytime/Business Phone No.			
2. Attorney y	ou allege has.	caused you	a loss:			
Name:		Business Address:				
City:	State:		Zip:	Telepho	ne:	
3. Nature of	attorney/clien	t relationsh	ip:			
Claim arose out o	f and during the cou	rse of (check on	e)			
Attorney-Clie			Fiduciary Relationship (guardian, trustee, executor, etc.			
Date you first con	tacted the attorney:			1 1	, , , , , , , , , , , , , , , , , , , ,	
Reason you conta	cted the attorney:					
4. Claimant's	Loss: Maximun	n amount tha	at can be paid	to any cl	aimant is \$50,000	
	form of: Mone		Securities		other property	
Claimant suffered	loss of money in the	amount of: \$	1.		Date loss accurred:	
Total amount paid	to the attorney:\$		Date claimant d	icovered los		
How was the loss	discovered?					
documents, such the fee or retain	i as receipts showl	ing monies pai had, and any o	d to the attorney other information	, billings tl that will b	duct. Attach copies one attorney sent you, be helpful in processing	
ase Fint:						
ittorney, police,	of the person, disciplinary agen y action that was	cy or other pe	hom the loss rson or entity) a	has bee	n reported (district of any complaint and	
ase Print:						
ursement from t	he attorney, the a fidelity or surety a	ttorney's partn	er(s) or firm, the	attorney's	efforts to obtain reim- estate, any applicable relating to such efforts	
se Print:						
Additional 6	octs believed to	ha lmmaetae	thathat = V			
. Additional i Attach additional j	발생하다 하셨습니다. 항상은 그 하나 나가 살아갔다.	ne importani	. w the lunds	considera	ation of the claim:	
e Print:	- A State of the s	artamentum de periodo de la competitación de la competitación de la competitación de la competitación de la co		er een verve van de Stands		

ENT PROTECTION FUND CLAIM

If yes, date of submission:	Attorney name:	Claim was: 🔲 approved 📋 denied
10: Name and addres	s of present attorney:	
11. Name and address apply for reimburseme		of the application.
12. Please read all of t		The state of the s
Claimant states that to the bes		
• covered by any bond, insurance		
the conduct alleged to have ca	used the loss;	nas any interest or had any interest at the time of
• a result of any loan or investm		
Attorney complained about in	tner, employer, associate, emplo the Claim.	oyee or a relative by blood or marriage of the
Except as follows:		
ing the pendency of the claim i	including the amount received	
Claimant agrees to fully cooper investigation that may be necess torney.	rate in the investigation of this ary to process this claim or to p	Claim. Claimant agrees to cooperate with any ursue any action or claim against the named at-
······································	und if the claimant is subsequ	ently reimbursed from another source.
Waiver of Confidentiality: Cla privilege as to the confidentiali serted.	imant understands that by fili ity of communications with th	ng this Claim Form, he/she is waiving any e attorney against whom this Claim is as-
Claimant agrees to the publication bursement if reimbursement is Commission unless specific per	made. The name and address	ion about the nature of the amount of reim- of the claimant shall not be publicized by the the claimant.
	**************************************	Initial
DENCE OF A REIMBURS	EABLE LOSS. Please atta	TO PROVIDE SATISFACTORY EVI- ach copies of the following documents. e explain why you are unable to do so.
. Retainer or Fee Agreement wit	th attorney.	
. Canceled checks representing	payments made for the attorney	r fees and costs.
. Receipts or billings from attorr	ney reflecting payments and cha	rges.
. Court name, mailing address, name o	of parties to the action, court file numb	per, and name of presiding judge relative to your matter.
. Any other relevant documents.		

NOTICE OF RELEASE AND SUBROGATION

Release: Claimant, being of lawful age, does hereby release, acquit and forever discharge the State Bar of New Mexico, its Client Protection Fund ("Fund") and its commissioners, agents, representatives, staff members, successors and assigns of any and all claims, actions, causes of actions, demands, rights, damages, costs, loss of service and expenses, which the Claimant now has or may hereafter accrue on account of or growing out of any and all known and unknown damages and the consequences thereof against the attorney, resulting from the actions of or retention of funds or property belonging to Claimant, by the attorney upon which the Claimant's Client Protection Fund Claim is based.

Subrogation: Claimant hereby covenants that no release has been or will be given to or settlement or compromise made with the attorney upon which the claim is made, who may be liable in damages to the Claimant, or with any person acting on his/her behalf, that would in any way compromise the ability of Claimant to proceed against the said attorney. Claimant, in consideration of the payment made, and as a condition of reimbursement hereby assigns and transfers to the Client Protection Fund all rights, claims, demands, and causes of action Claimant has or might have in the future against the attorney, the attorney's legal representative, estate or assigns and any third party, corporation or entity whosoever for damages, and authorizes the Client Protection Fund to sue in the name of the Claimant, in its own name, or in the names of both parties.

Client agrees that any action or proceeding taken against the attorney shall be under the full control of the Fund and that the Fund may prosecute, fail to prosecute or abandon any such claim, demand cause of action or suit without the consent or approval of the Claimant.

The State Bar of New Mexico will pay to the Claimant any funds it collects through this agreement which are in excess of the amount required to reimburse the Client Protection Fund the amount paid to the Claimant, together with costs of suit and/or collection.

All the rights, duties, and obligations under the Release and Subrogation shall be binding on and insure to the benefit of heirs, executors, administrators, successors and assigns of the parties.

This claim is executed and filed in order to induce the Client Protection Fund to process and investigate it and to consider in its sole discretion the making of payment from the Client Protection Fund to the claimant.

This claim is submitted to secure payment from the Client Protection Fund of the State Bar of New Mexico toward indemnification of loss incurred by Claimant as a result of embezzlement or other attorney misconduct. The statements made in this Claim are true to the best of my knowledge.

STATE OF NEW MEXICO)	del destruit del culturant de l'article de Bullo d'Article de la company de la comp						
County of)							
UNDER PENALITY OF PERJURY, I, being first duly sworn, state that I am the above-named Claimant, that I have read and understand the RELEASE AND SUBROGATION above and that all statements made in this Claim are true to the best of my knowledge and belief.							
Signature of Clain	nant						
SUBSCRIBED AND SWORN TO before	re me thisday of	, 20					
My Commission Expires:	Notary Public:	After the servery flow hit is seen and large					