



# State Bar of New Mexico Client Protection Fund

## Claim Form

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

**RETURN TO:**

**CLIENT PROTECTION FUND  
5121 Masthead St. NE,  
Albuquerque, N.M. 87109.  
[ClientProtectionFund@sbnm.org.](mailto:ClientProtectionFund@sbnm.org)**

### **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.**

For Office Use Only

Claim Number

Date Received

# STATE BAR OF NEW MEXICO CLIENT PROTECTION FUND CLAIM

## 1. Person Filing Claim (“claimant”) Information:

Date: \_\_\_\_\_ Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home Phone No.: \_\_\_\_\_ Daytime/Business Phone No.: \_\_\_\_\_

## 2. Attorney you allege has caused you a loss:

Name: \_\_\_\_\_ Business Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_

## 3. Nature of attorney/client relationship:

Claim arose out of and during the course of: (Check one)

Attorney-Client Relationship  Fiduciary Relationship (guardian, trustee, executor)

Date you first contacted the attorney: \_\_\_\_\_

Reason you contacted the attorney: \_\_\_\_\_

## 4. Claimant's Loss: Maximum amount that can be paid to any claimant is \$50,000.

The loss was in the form of:  Money  Securities  Other Property \_\_\_\_\_

Claimant suffered loss of money in the amount of \$\_\_\_\_\_ Date loss occurred \_\_\_\_\_

Total amount paid to the attorney \$\_\_\_\_\_ Date claimant discovered loss \_\_\_\_\_

How loss was discovered: \_\_\_\_\_

## 5. Explain the attorney's dishonest conduct and the names and addresses of any persons who have knowledge of the loss or the attorney's conduct. Attach copies of documents, such as receipts showing monies paid to the attorney, billings the attorney sent you, the fee or retainer agreement you had, and any other information that will be helpful in processing this claim: (additional sheets may be attached if more space is needed)

6. The name of the person, if any, to whom the loss has been reported (district attorney, police, disciplinary agency or other person or entity) and a copy of any complaint and description of any action that was taken.

7. Describe efforts you have made to recover the loss (including efforts to obtain reimbursement from the attorney, the attorney's partner(s) or firm, the attorney's estate, any applicable bond, insurance, fidelity or surety agreement. Attach copies of all documents relating to such efforts to collect from other sources.)

8. Additional facts believed to be important to the fund's consideration of the claim: (Attach additional pages)

9. Have you previously filed a claim with the Client Protection Fund?  Yes  No

If yes, date of submission: \_\_\_\_\_ Attorney name: \_\_\_\_\_ Claim was:  approved  denied

10. Name and address of present attorney:

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11. Name and address of other states to which claimant has applied or intends to apply for reimbursement together with a copy of the application.

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12. Please read all of the information below and then initial.

• Claimant states that to the best of Claimant's knowledge this loss is not:

- covered by any bond, insurance, surety agreement or indemnity agreement;
- a result of any business or other entity in which the attorney has any interest or had any interest at the time of the conduct alleged to have caused the loss;
- a result of any loan or investment transaction; or
- claimant is not the spouse, partner, employer, associate, employee or a relative by blood or marriage of the Attorney complained about in the Claim.

except as follows: \_\_\_\_\_

• Claimant agrees to notify the commission in writing of any reimbursements received or will receive during the pendency of the claim including the amount received and the source.

• Claimant agrees to fully cooperate in the investigation of this Claim. Claimant agrees to cooperate with any investigation that may be necessary to process this claim or to pursue any action or claim against the named attorney.

• Claimant agrees to repay the Fund if the claimant is subsequently reimbursed from another source.

• Waiver of Confidentiality: Claimant understands that by filing this Claim Form, he/she is waiving any privilege as to the confidentiality of communications with the attorney against whom this Claim is asserted.

• Claimant agrees to the publication of appropriate information about the nature of the amount of reimbursement if reimbursement is made. The name and address of the claimant shall not be publicized by the Commission unless specific permission has been granted by the claimant.

Initial \_\_\_\_\_

13. IT IS THE CLAIMANT'S RESPONSIBILITY TO PROVIDE SATISFACTORY EVIDENCE OF A

REIMBURSEABLE LOSS. *Please attach copies of the following documents. If you are unable to provide any of the following please explain why you are unable to do so.*

- a. Retainer or Fee Agreement with attorney.
- b. Canceled checks representing payments made for the attorney fees and costs.
- c. Receipts or billings from attorney reflecting payments and charges.
- d. Court name, mailing address, name of parties to the action, court file number, and name of presiding judge relative to your matter.
- e. 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 )  
 ) ss.  
County of \_\_\_\_\_ )

**UNDER PENALTY 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 Claimant \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
My Commission Expires: \_\_\_\_\_ Notary Public: \_\_\_\_\_