



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, NM 87109
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 to the Client Protection Fund as a third-party beneficiary or otherwise. The decision of the commission is final.

If there is a pending claim with the Disciplinary Board for the same matter, your Client Protection Fund claim cannot be processed. Please resubmit your claim once the matter with the Disciplinary Board is resolved.

Answer every question on this application and initial where required. If space is inadequate, attach additional pages. **Incomplete petitions or claims missing required documentation will be rejected.**

Please note: Claim submissions are limited to 10 pages of supporting documentation. The claim petition and billing statements/invoices do not count toward the 10-page limit.

FOR OFFICE USE ONLY

Claim Number

Date Received

STATE BAR OF NEW MEXICO CLIENT PROTECTION FUND CLAIM

1. Individual Filing Claim ("Claimant"):

Date: _____ Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Home Phone No.: _____ Daytime/Business Phone No.: _____

Email address: _____

2. Attorney you allege caused you a loss ("Respondent"):

Name: _____ Business Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Email address: _____

3. Dates of Attorney/Client Interaction:

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.

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

How loss was discovered: _____

5. Proof of Payment: 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: (please attach a separate sheet if additional space is needed)

6. Have you reported the loss to any agency, person, or entity? (such as district attorney, law enforcement, disciplinary agency.) If so, please attach 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: (please attach a separate sheet if additional space is needed)

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

If yes, date of submission: _____ Attorney name: _____

State: _____ Claim was: ☐ Approved ☐ Denied

10. Name and address of current attorney (if applicable): _____

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 _____

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 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. Please attach copies of the following documents.

- 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. _____

If you are unable to provide any of the items listed above, please explain why you are unable to do so.

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

Notice of Release, Assignment, and Warranties

By signing below, you agree to the following:

1. You release claims against the Client Protection Fund and the State Bar of New Mexico.

You release and give up any claims against the Client Protection Fund ("Fund"), the State Bar of New Mexico ("State Bar"), and their commissioners, staff, and agents that arise from or relate to your Client Protection Fund claim.

This release applies to claims you may have now or in the future relating to the handling, review, or payment of your claim.

2. If the Fund pays you, you give the Fund the right to recover that money from the responsible attorney or others.

If the Fund reimburses you for all or part of your loss, you assign to the Fund your right to recover that amount from the attorney or anyone else who may be legally responsible for the loss.

The Fund may seek repayment from the attorney, the attorney's estate or representative, or another responsible person or entity.

The Fund may take legal action to recover the amount it paid you. That action may be brought in the Fund's name, your name, or both.

You keep the right to pursue the attorney or another party responsible for any amount of your loss that the Fund did not reimburse.

3. The Fund controls the review and handling of your claim.

The Fund will review and process your claim according to the rules that govern the Client Protection Fund. A Client Protection Fund claim is not a court case, and the Fund's process is not a substitute for a lawsuit or other legal proceeding.

4. This agreement continues to apply if someone else later becomes responsible for your rights under the claim.

This agreement is binding on you and on anyone who later has legal rights or responsibilities related to your claim, including your heirs, personal representatives, executors, administrators, successors, and assigns.

Your promises

By signing and submitting your claim, you promise:

- You are at least 18 years old.
- You have not already settled with, released, or otherwise given up rights against the attorney or another responsible party in a way that would prevent or limit the Fund from recovering money it pays to you.
- You will not later settle with, release, or otherwise give up rights against the attorney or another responsible party in a way that would prevent or limit the Fund from recovering money it paid to you.
- You have not already been reimbursed for this loss through another fund, lawsuit, settlement, insurance payment, or other source, except as disclosed to the Fund.
- If you later receive money from another source for the same loss, you will notify the Fund and reimburse the Fund up to the amount the Fund paid you.
- If the Fund takes legal action to recover money it paid to you, you will reasonably cooperate with the Fund in that effort.
- The information you provided in this form and in your Client Protection Fund claim is true and correct to the best of your knowledge.

State of New Mexico,)
) ss.
County of _____)

UNDER PENALTY OF PERJURY, I, _____ (Claimant), being first duly sworn, state that I am the above-named Claimant, that I have read and understand the Notice of Release, Assignment, and Warranties above and that all statements made in this Claim are true to the best of my knowledge and belief.

Claimant signature

Subscribed and sworn to before me this _____ day of _____, 20_____.

My commission expires: _____ Notary Public: _____