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CLERK US DISTRICT COURT DISTRICT OF NEVADA		
BY:		DEPUTY

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

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IN THE MATTER OF:  
PRO BONO PROGRAM

**THIRD AMENDED GENERAL ORDER**  
**2019-07**

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

WHEREAS, Legal Aid Center of Southern Nevada (“Legal Aid”) is willing to support and coordinate providing qualified volunteer lawyers to represent indigent *pro se* litigants in this District;

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

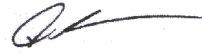
WHEREAS, volunteer lawyers who provide their time and resources to preserve access to justice for those unable to afford a lawyer greatly assist this Court in the performance of its mission;

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

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

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

3 DATED this 17th day of October, 2024.



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5 ANDREW P. GORDON CHIEF JUDGE  
6 UNITED STATES DISTRICT COURT

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**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. The referring Judge must inform the *Pro Bono* Liaison of the need for *pro bono* counsel by either emailing the Liaison or instructing the Clerk of Court (in the order appointing counsel) to inform the Liaison of the referral to the Program. 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 (an) 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;
- E. whether the *pro se* party has another case pending before the Court and, if so, whether counsel has been appointed in such case;
- F. the capability of the *pro se* party to present the case;
- G. the degree to which the interests of justice will be served by appointment of counsel, including the benefit the Court may derive from the assistance of appointed counsel;
- H. whether reasonable expenses and attorney’s fees may be recoverable by the prevailing party in the action;

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

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

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

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

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

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

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

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

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

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

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

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22 **(b) Appointment.** Once the assigned Judge has informed the Liaison of the referral to  
23 the Program, the Liaison will forward the referral to Legal Aid. Legal Aid will, in turn,  
24 screen the litigant for financial eligibility and ensure the litigant is requesting the  
25 assistance of *pro bono* counsel. Once eligibility is determined and the desire for *pro bono*  
26 counsel is confirmed, Legal Aid will relay this information to the Liaison. In turn, Legal Aid  
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1 and/or the *Pro Bono* Committee will attempt to locate counsel willing to take on the *pro*  
2 *bono* representation.

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4 **(c) Order of Appointment.** Once *pro bono* counsel has agreed to take a case through  
5 the Program, the Liaison will forward a proposed order appointing *pro bono* counsel to  
6 the referring Judge. Absent unusual circumstances, *pro bono* counsel is expected to  
7 remain as counsel for the duration of the purpose of the appointment. Docketing of the  
8 order appointing *pro bono* counsel must result in the setting of a public PROBONO case  
9 flag. Appointment under this Program does not extend to the appeal, if any, of a final  
10 decision, which must be the responsibility of the client.

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12 **(d) Notice of Appearance and Appointment Response Form.** Within thirty (30) days  
13 after entry of the order appointing counsel, *pro bono* counsel must file a Notice of  
14 Appearance. *Pro bono* counsel must also complete and return to Legal Aid the *Pro Bono*  
15 Response Form, indicating: "Representation of [*pro se* litigant's name] for [type of  
16 appointment (*i.e.* "the limited purpose of" or "All Purposes")] is accepted." *Pro bono*  
17 counsel must also indicate on this form that they have conferred with the litigant and that  
18 the litigant agrees to the representation.

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

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25 **(f) Record of Attorney Appointments.** The Liaison, in conjunction with Legal Aid, will  
26 maintain a record of appointments and provide an annual written report to the *Pro Bono*  
27 Committee and Chief District Judge.

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

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6 **(h) Liability Insurance.** Participating attorneys will be eligible for professional errors and  
7 omissions insurance coverage provided by Legal Aid to the extent such coverage is  
8 available.

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

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13 **(j) Pro Hac Vice.** Attorneys who file for *pro hac vice* status will not be charged the petition  
14 filing fee in a case where they are serving as *pro bono* counsel.

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16 **(k) Available Resources.** Legal Aid and the *Pro Bono* Committee offer several resources  
17 to assist attorneys who have taken a case through the Program. These resources include,  
18 but are not limited to, periodic CLEs, guides to Section 1983 litigation, and mentors.

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21 **SECTION 2. EXPENSES**

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23 **(a) Reimbursement of Reasonable Expenses.** An attorney assigned pursuant to the  
24 Program to represent a party in a proceeding before this Court may apply for  
25 reimbursement from the Court Fund of reasonable expenses, eligible expenses not paid  
26 by the party. Before seeking reimbursement of costs, *pro bono* counsel must seek  
27 payment from the party, to the extent feasible. The “Court Fund” consists of an annual

1 allowance made by the District of Nevada's Attorney Admission Fund to the *Pro Bono*  
2 Committee to use in the Committee's discretion for reimbursement of eligible expenses  
3 on a pro rata basis.

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

11  
12 **(c) Expenses Eligible for Reimbursement.**

- 13 1. Deposition and Transcript Costs. Counsel must inquire with Legal Aid as to the  
14 availability of court reporters who charge a discounted rate for *pro bono* cases.  
15 Except as otherwise ordered by the Court, the cost of the original of any transcript  
16 or deposition together with the cost of one copy each where needed by counsel  
17 and, for deposition, the copy provided to the Court will be eligible for  
18 reimbursement.
- 19 2. Travel Expenses. Reasonable expenses of travel by car or air to the unofficial  
20 Northern or Southern districts for client visits, hearings, and/ or trials will be eligible  
21 for reimbursement at the rate currently prescribed for federal judiciary employees.  
22 For car travel, reasonable expenses of travel by privately owned automobile are  
23 eligible for reimbursement at the rate currently prescribed for federal judiciary  
24 employees who use a private automobile for conduct of official business  
25 ("Reimbursed Vehicle Rate"), plus parking fees, tolls, and similar expenses,  
26 provided, however, that if the cost of a vehicle rental plus fuel ("Rental Vehicle  
27 Rate") is less expensive than the Reimbursed Vehicle Rate, reimbursement will be



1 capped at the Rental Vehicle Rate, plus parking fees, tolls, and similar expenses.  
2 Reasonable expenses for transportation other than by privately owned automobile,  
3 including air travel, may be claimed on an actual expense basis. Actual expenses  
4 reasonably incurred will be guided by the prevailing limitations placed upon travel  
5 and subsistence expenses of federal judiciary employees in accordance with  
6 existing government travel regulations.

7 3. Lodging. Reasonable lodging expenses in the unofficial Northern or Southern  
8 districts in connection with court hearings and/or trials will be eligible for  
9 reimbursement at the rate currently prescribed for federal judiciary employees.

10 4. Service of Papers; Witness Fees. Counsel must inquire with Legal Aid about the  
11 availability of free or discounted process servers. Fees for service of papers and  
12 the appearances of witnesses that are not otherwise avoided, waived, or  
13 recoverable are eligible for reimbursement.

14 5. Interpreter Services. Reasonable expenses of interpreter services not otherwise  
15 avoided, waived, or recoverable are eligible for reimbursement. The fees/rates are  
16 subject to a reasonableness standard and may not exceed the hourly rate  
17 established by the Criminal Justice Act.

18 6. Experts. Reasonable expenses for expert services, other than interpreters, not  
19 otherwise avoided, waived, or recoverable, are eligible for reimbursement.

20 7. Expenses Ineligible for Reimbursement from the Court Fund. General office  
21 expenses, including personnel, rent, telephone services, secretarial help, and  
22 photocopying, are not reimbursable. Any expenses incurred in conducting  
23 computer assisted legal research is not reimbursable. The expense of printing  
24 briefs, regardless of the printing method utilized, is not reimbursable.

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26 **(d) Limits for Reimbursements.**  
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- 1           1. Types of Actions. Expenses associated with the preparation of a civil action in the  
2           U.S. District Court for the District of Nevada will be eligible for reimbursement.  
3           Expenses associated with the preparation of a bankruptcy case in the U.S.  
4           Bankruptcy Court for the District of Nevada will also be eligible for reimbursement.  
5           Expenses associated with the preparation or presentation of an appeal to the U.S.  
6           Court of Appeals or the U.S. Supreme Court will not be reimbursed.  
7           Reimbursement may be limited by funds available.
- 8           2. Dollar Limits. To the extent the represented party is unable to bear all or part of  
9           the expense of litigation, advances plus reimbursements are limited to \$7,500 in  
10          aggregate absent prior court approval under section (g).

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

- 13          1. Reimbursement. A request for reimbursement for reasonable expenses not paid  
14          by the litigant must be made by sending a memorandum to the Program's Liaison,  
15          who in turn, will forward the request to the *Pro Bono* Committee. Requests may be  
16          made at any time after the expense has been paid during the pendency of the  
17          proceedings and up to thirty days following the entry of judgment in the  
18          proceedings. The request must set forth the reason for the request and the amount  
19          of the expense, as well as any expenses that have already been advanced and/or  
20          reimbursed in the action on behalf of the party. The Committee may condition  
21          approval or denial of such requests subject to the availability of funds at the time  
22          of the request.
- 23          2. Advance. A request for an advance disbursement to cover an expense must be  
24          made by sending a memorandum to the Program's Liaison, who in turn, will  
25          forward the request to the *Pro Bono* Committee. All requests for preapproval and  
26          advancement must be submitted through the Liaison. The request must set forth  
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1 the reason for the request and the estimated amount of the expense, as well as  
2 any expenses that have already been advanced and/or reimbursed in the action  
3 on behalf of the party. The Committee may condition approval or denial of such  
4 requests on the availability of funds at the time of the request.

- 5 3. Format. The request must be accompanied by sufficient documentation to permit  
6 a determination that the request is appropriate and reasonable. The request should  
7 also note whether the expense has already been paid.

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9 **(f) Repayment to the Court Fund.** To the extent a party assigned counsel under the  
10 Program obtains a monetary award through final judgment, or an award of costs  
11 (including taxable costs), any advances or reimbursements previously obtained from the  
12 Court Fund must be repaid in full, first from the cost award and then from the judgment,  
13 not to exceed the total amount of the awards.

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15 **(g) Extraordinary Expenses.** If *pro bono* counsel has incurred expenses of an  
16 extraordinary nature, and after exhausting the maximum amount reimbursable from the  
17 Court Fund as set forth in paragraph 2(d)(2) above, counsel may apply for additional  
18 reimbursement or advance. Any such request must be made by:

- 19 (1) filing an *ex parte* motion under seal (which complies with LR IA 10-5) before the  
20 assigned Judge explaining why the need for additional reimbursement/advance is  
21 reasonable, necessary, and essential to the effective representation of the *pro bono*  
22 client, and  
23 (2) sending a copy of the motion to the Program's Liaison, who in turn, will forward the  
24 request to the *Pro Bono* Committee.

25 The approval or denial of such requests by the *Pro Bono* Committee is subject to (1) the  
26 assigned Judge's determination that the reimbursement is reasonable and necessary and  
27 (2) the availability of funds at the time of the request.

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3 **SECTION 3. COMPENSATION FOR SERVICES**

4 **(a) Attorney Fees.** Upon appropriate application, the assigned Judge may award  
5 attorney fees against an opposing party for services rendered in the action as  
6 authorized under applicable statutes, regulations, rules, or other provisions of law, and  
7 as the Judge deems just and proper considering the applicable legal standards.  
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9 **(b) Changed Circumstances.** If, after appointment, the appointed attorney discovers the  
10 party, due to changed circumstances, is no longer financially eligible as originally  
11 determined pursuant to Section 1(b), the attorney must bring this information to the  
12 attention of the assigned Judge, who may thereupon (i) approve a fee arrangement,  
13 including a contingency fee arrangement, between the party and the appointed  
14 attorney, or (ii) relieve the attorney from the responsibilities of the order of appointment  
15 and permit the party to retain an attorney or proceed *pro se*.  
16

17 **(c) Contingency Fee Agreements.** Nothing in these rules will preclude or limit appointed  
18 counsel and the *pro se* litigant from entering into a contingency fee agreement, subject  
19 to any legal and ethical obligations, at the outset of the appointment. Except as  
20 provided in subsection (b) of this section, any such agreement must be made within  
21 the time frame for filing a notice of appearance, which must indicate that a contingency  
22 fee agreement is in place. In the case of a contingency agreement or other  
23 arrangement made under this subsection or subsection (b), appointed *pro bono*  
24 counsel is not eligible for advancement or reimbursement of expenses.  
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