

Following is the program information for December:

• Dec. 19: Albuquerque lawyer Troy W. Prichard on "A Solo Practitioner Managing Worldwide Media Attention While Handling a High-Profile Case"

For more information, contact Brian Jennings, program chair, 246-8676.

OTHER BARS

AMERICAN BAR ASSOCIATION *Ethics 2000 Report Released*

The official release of the report of the American Bar Association Commission on Evaluation of the Rules of Professional Conduct (Ethics 2000), is available at <http://abanet/cpr/ethics2k.html>. Printed copies will be available for \$40 from the ABA Service Center, 800-285-2221 (request product code no. 5610159).

Questions about the substance of the report should be directed to Charlotte (Becky) Stretch, counsel to the commission, at StretchC@staff.abanet.org.

CENTER FOR CIVIC VALUES *Mock Trial Volunteer Coaches Needed*

The Center for Civic Values (CCV) is seeking volunteer attorney coaches to work with teacher sponsors and teams of high school students for the 2001 New Mexico High School Mock Trial Program. The state final competition will be Feb. 16 and the regional competition will be Feb. 17. Students must prepare both the plaintiff and defense sides of a hypothetical case. The materials provided by CCV will include a description of the case, witness statements, legal authorities and rules.

Attorney coaches are needed in the following areas: Bernalillo, Estancia, Gadsden and Lovington.

For more information, or to become an attorney coach, contact Michelle Giger at the CCV, 767-9417, ext. 11, or 800-451-1941, form outside the Albuquerque area.

N.E.L.A. *New Mexico Chapter*

The National Employment Lawyers' Association will resume meeting at noon, Jan. 9, at the Doubletree Hotel, in Albuquerque. Robert Martinez will speak on "The Differences and Relationships Between the Americans with Disabilities Act and the Family Medical Leave Act." Annual dues may be paid at the meeting.

Call the office of Steven K. Sanders, 243-7170, for prices and reservations.

N.M. WOMEN'S BAR ASSOCIATION *Las Cruces Chapter*

The Las Cruces chapter of the New Mexico Women's Bar Association will meet at 5:30 p.m., Dec. 14 at the home of Joleen Youngers, 5381 Superstition, in Las Cruces; and at noon, Jan 11 at Peppers, in Mesilla.

All current and prospective members are invited to attend.

Mid-State Chapter

The Mid-State Chapter of the New Mexico Women's Bar Association will host a cocktail reception at 5:30 p.m., Dec. 13, at the La Posada de Albuquerque, 125 Second St. NW, in Albuquerque. The "Unsinkable Molly Brown" will provide entertainment.

The event is for members only. Advance reservations are required by contacting Andrea Atencio by fax, 922-9778; or by e-mail, nmwba@earthlink.net, by Dec. 12.

Northern New Mexico Chapter

The Northern New Mexico Chapter of the Women's Bar Association will hold its annual holiday dinner at 5:30 p.m., Dec. 14 at the Mustang Grill, Cowgirl Hall of Fame, in Santa Fe. The executive board for 2001 will be announced and there will be the opportunity for membership renewal.

The cost of dinner will be \$15. Reservations must be made by Dec. 12 by contacting Julia Harvold, 983-1111; or Donna Bevacqua, 827-5000.

N.M. DISCIPLINARY BOARD *Formal Reprimand*

In the Matter of
JOHN J. SCHOEPPNER, ESQ.
Disciplinary No. 02-99-370
Supreme Court No. 25,833

An Attorney Licensed to Practice Before the Courts of the State of New Mexico

FORMAL REPRIMAND

Based upon your successful completion of a one-year period of supervised probation, you are being issued this formal reprimand in lieu of being suspended from the practice of law.

The misconduct for which discipline is imposed occurred in the course of your representation of four different clients; although a number of rule violations resulted from your derelictions, the misconduct can be characterized as extreme neglect and failure to communicate. The deficiencies in your representation of these clients resulted in the following violations of the Rules of Professional Conduct: Rule 16-101, by failing to provide competent representation; Rule 16-103, by failing to provide prompt and diligent representation to his client; Rule 16-104, by failing to provide adequate information to his client about the status of his matter and by failing to promptly respond to the client's reasonable requests for information; Rule 16-105(C), by failing to have a written contingency fee agreement executed; Rule 16-108(E), by providing financial assistance to a client in connection with pending litigation; Rule 16-116(D), by failing to protect the client's interests at the termination of the representation; Rule 16-302, by failing to make reasonable efforts to expedite the litigation consistent with the client's interests; Rule 16-804(C), by engaging in conduct involving misrepresentation; Rule 16-804(D), by engaging in conduct prejudicial to the administration of justice; and Rule 16-804(H), by engaging in conduct that reflects adversely on his fitness to practice law. A delineation of your acts in each case should serve to warn other members of the New Mexico Bar of the consequences of failing to take appropriate actions for clients and communicate with them.

In March of 1994, you agreed to represent Lloyd S. Tapia who was employed by the County of Bernalillo in a lawsuit to obtain step wage increases. You did not file suit on behalf of Mr. Tapia until March 27, 1996, and you named as the defendant the union to which Mr. Tapia belonged. You failed to name the County of Bernalillo, his employer, as a defendant in the suit. Because you neither conducted the research necessary to properly pursue Mr. Tapia's claim nor associated with an attorney knowledgeable in the area of labor law, you failed to pursue Mr. Tapia's claim properly. As you now know, suit can be brought against a union for failure to provide fair representation, but such suits must include the union member's employer as a party defendant. To make matters worse, after filing suit you took no further action to pursue Mr. Tapia's claim and the suit was dismissed for lack of prosecution. In January of 1999, Mr. Tapia retained another attorney to represent him in his suit for back wages. By this time, however, Mr. Tapia's claims were barred by the applicable statutes of limitation.

As well as failing to properly file Mr. Tapia's suit, you did not adequately communicate with him and your fee agreement was faulty. Beginning in November of 1996, Mr. Tapia made numerous telephone calls to your office concerning the status of his case. Many times you were not available to take Mr. Tapia's calls and failed to promptly respond to Mr. Tapia's requests for information. When Mr. Tapia was able to speak to you, you repeatedly assured him his case would be completed within a few weeks. You and Mr. Tapia agree that he paid you \$500.00 at the beginning of the representation and that, at some subsequent point in time, you both agreed that the case would be handled on a contingent fee basis. You never, however, had a written contingent fee agreement signed by Mr. Tapia.

On April 20, 1997, Mr. Tapia wrote to you about his concerns with the amount of time it was taking for his case to be completed. On July 11, 1997, you wrote back to Mr. Tapia acknowledging you had been slow in completing his case and stating, *inter alia*, that you would return the \$500.00 he had paid you at the beginning of the repre-

sentation. In addition you also made several other payments to Mr. Tapia to "mitigate the damages [you] knew [you were] incurring by the stagnation."

On or about June 23, 1995, Suzanne Gould retained you to represent her and her daughter in an automobile accident case. You agreed to undertake the case on a contingent fee basis, and a written fee agreement was executed by Ms. Gould. In August of 1997, you sent the insurance company for the other driver a demand letter for the damages incurred by Ms. Gould's daughter. In late 1997, you told Ms. Gould you were going to file a lawsuit in her case. On several occasions during the next several months, you continued to say that you were going to file suit. You finally filed suit for Ms. Gould and her daughter on the last day of the three-year limitation period applicable to their claims. Throughout the time you represented her, you failed to promptly return Ms. Gould's telephone calls. On some occasions, you would not return her calls for two or three months.

In September of 1996, in a separate incident, Ms. Gould's car was damaged in an accident. Ms. Gould alleges you told her you would take care of recovering her damages from this incident as a favor, because of the delay in obtaining a resolution of the claims of Ms. Gould and her daughter from the previous accident. You did nothing to pursue this claim for Ms. Gould. In May of 1998, Ms. Gould discharged you and asked you to forward her file to her new attorney. You did not provide the file to the new attorney until the middle of September, almost four (4) months later.

In December of 1997, pursuant to your contract with the Public Defender Department, you were appointed to defend Michael Wayne Corbin on criminal charges. You understood that Mr. Corbin, who was being held in custody pending resolution of the charges, wanted to go to trial. You had an investigator contact Mr. Corbin and arrange for a continuance of the scheduled February trial date. Although you apparently understood the matter would be reset for August of 1998, the court set the matter down for trial in May of 1998. At a docket call held on May 4, 1998, you announced that you were not ready for trial because of your

busy trial schedule and because you had understood the case would be set for trial in August. Mr. Corbin, who was present telephonically at this hearing, then asked to speak. He advised the court that he had not received copies of discovery, that your investigator had coerced him into agreeing to a continuance of the February trial date, that his calls to your office had not been returned, and that he had never met you. You admitted to the court that you had not personally met Mr. Corbin at any time from your appointment in December of 1997, until the May 4, 1998 docket call. You disputed the allegation that Mr. Corbin was not provided with a copy of the discovery in the case, as well as the allegation that Mr. Corbin was coerced to agree to a continuance of the February trial date. The judge assigned to hear Mr. Corbin's case ordered that a new attorney be appointed to represent Mr. Corbin and, for that reason, continued Mr. Corbin's trial once again.

In July of 1998, you were appointed to represent Tony Rael, Sr. on criminal charges, again pursuant to your Public Defender contract. The documents furnished to you at the time of the appointment showed that Mr. Rael was being held in the Bernalillo County Detention Center. You did not meet or talk to Mr. Rael at any time from your appointment in July of 1998, until February of 1999, when you filed a motion to withdraw. Although you maintained that you thought Mr. Rael was a fugitive, you objected to two (2) requests by the State for extensions of the time within which Mr. Rael's trial must be held; both rule extension requests stated that Mr. Rael was in custody.

On or about October 7, 1998, assistant district attorney Kathleen Wright sent a plea offer to you concerning the charges pending against Mr. Rael. She received no response from you to this offer. On or about October 22, 1998, Ms. Wright wrote to you that, since it did not appear there was an interest in resolving the charges through a plea bargain, she wanted to schedule witness interviews, in order to prepare for trial. Again, you did not respond to Ms. Wright's communication.

Your neglect of these cases was highly prejudicial to your clients. At least one statute of limitations was missed. Your lack of diligence resulted in a delay in the

trial of a criminal case; your client, the defendant in that case, was being held in custody pending resolution of the charges. In the other, your lack of diligence in responding to a plea offer may have been prejudicial to your client. Two of the four cases described above involved "private" clients; two were public defender contract cases. Your duties to these two categories of clients were identical. There is not a lesser standard of diligence and promptness in cases handled pursuant to a public defender contract. The harm caused to criminal defendant clients is potentially more serious, since liberty interests are at stake. Nonetheless, when you undertake to represent a client in a civil suit, it is not

permissible for you to lose interest in the case or simply not pursue it.

Despite the seriousness of your neglect of these cases, the suspension of your license was deferred in favor of probation. This was largely due to the fact that you did not have a prior disciplinary record. It was hoped that a period of supervised probation would provide the guidance and mentoring necessary to prevent future lapses of the sort reflected in this disciplinary proceeding. Although you complied well with the directives of your supervisor and additional instances of neglect and failure to communicate have not occurred, you should remain cognizant that future instances of the same

misconduct will likely result in the imposition of more severe discipline.

This formal reprimand will be filed with the Supreme Court in accordance with Rule 17-206(D) NMRA 2000 and will remain part of your permanent records with the Disciplinary Board, where it may be revealed upon any inquiry to the Board concerning any discipline ever imposed against you. In addition, in accordance with Rule 17-206(D) NMRA 2000, the entire text of this formal reprimand will be published in the State Bar of New Mexico *Bar Bulletin*.

The Disciplinary Board
By: Don Maddox, Chair

Plan now to attend the State Bar Annual Convention June 14-16, 2001, at the Sheraton Tamarron Resort in beautiful Durango, Colorado

The 2001 Annual Convention will be held during the summer, providing a real opportunity for a family vacation. Durango offers recreation options for the whole family! Make your room reservations now!

Sheraton Tamarron Resort
(Headquarters Hotel)
40292 HIGHWAY 550 NORTH
DURANGO, COLORADO
1-800-678-1000
1-970-259-2000

Strater Hotel
(Historic hotel located in
downtown Durango)
699 MAIN AVENUE
DURANGO, COLORADO
1-800-247-4431
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