

18th Report of the Monitor
Davis v. State, Case No. 170C002271B
March 17, 2026

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Introduction

This Monitor’s Report to the First Judicial District Court of Carson City summarizes the Defendants’ compliance with the terms of the *Davis v. State* Stipulated Consent Judgment (hereinafter “the Judgment”) from November 25, 2025, to March 16, 2026.

Executive Summary

The Department of Indigent Defense (“the Department”) continues to take steps to comply with the Judgment, including, among other things: ensuring the qualifications of attorneys, managing the selection and reimbursement of counsel, managing payment for experts and investigators, working with counties to develop and improve their indigent defense plans, securing funds to reimburse counties for expenditures on indigent defense over their maximum contribution, and collecting and reporting on case and workload data. Moreover, during the past two quarters:

- The Department entered into a contract with a third oversight attorney, who will focus on Carson City, Churchill, Lyon, and Mineral counties.
- Nye County entered into contracts with 3 more attorneys: Thomas Gibson, Diana Cline, and James Ruggeroli.
- The Department entered into a contract with an Appointed Counsel Program Administrator for Nye County, Robert Langford, who will manage the opening, closing, and assigning of cases, mentor the contract attorneys, and assemble a selection and review committee for Nye County indigent defense contract applications.
- Churchill County added 2 new attorneys. The public defender’s office now has 4 attorneys, and the alternative public defender has 1 attorney. The county has a full-time contract with a secondary conflict attorney.
- Douglas County added a full-time contract, bringing the total to 6 attorneys.

This Report discusses the following compliance issues:

- **Stalled efforts towards compliance in some counties.** The State must decide what to do about counties where public defense attorneys contract for or accept caseloads exceeding the workload standards.¹

¹ Discussed below in Sections IA-IB.

- **Recruitment and retention issues.** The NSPD has made no progress in filling its attorney vacancies for its Humboldt County office and lost an attorney in White Pine County. Further, the NSPD has not engaged any new contract attorneys to reduce the workload on the existing contract attorneys in Humboldt County.²
- **Attorney-county contracts that deviate from requirements of the Judgment.** Counties are entering into contracts with attorneys before the Department has the opportunity to review the contracts to ensure that they comply with the Judgment.³
- **Overuse of coverage attorneys.** This is especially of concern in Nye and Lyon counties.⁴
- **Lack of explicit plan and structure for annual review of public defense counsel.** The Department needs a protocol to comply with the Judgment's requirement that the Department conduct an annual review of public defense counsel. The Department is working with the National Association of Public Defense to meet this need.⁵
- **Comprehensive training and support.** Aside from the annual conference and funded spots at the Mountain Trial Skills course in Utah, the Department does not have a comprehensive and systematic training program that complies with the Judgment.⁶
- **Workload reporting.** Many attorneys with full-time contracts to provide indigent defense are not reporting time spent on private casework, nor is there a system for keeping track of their time spent on indigent defense in other counties.⁷

This Report proceeds in three sections.

Section I addresses some ongoing issues with workload and performance in specific counties and then addresses the issue of county contracts with attorneys that do not comply with the Judgment.

Section II addresses the Department's achievements with oversight and training, as well as the need for improvement in three areas related to performance standards: (A) annual review of public defense counsel; (B) clear standards regarding virtual appearances and coverage/stand-in counsel; and (C) a comprehensive training program.

Section III addresses compliance with case and workload reporting.

² Discussed below in Section IC.

³ Discussed below in Section ID.

⁴ Discussed below in Sections IA-IB; IIB.

⁵ Discussed below in Section IIA.

⁶ Discussed below in Section IIC.

⁷ Discussed below in Section III.

I. Issues in Specific Counties

A. Nye County

After the Monitor’s last report, the Board held a meeting to discuss whether a corrective action plan is appropriate for Nye County. Ultimately, the Board decided to wait on a corrective action plan pending further developments.⁸

Since that time, Nye County made important strides towards workload compliance by contracting with 3 additional full-time attorneys. The workload standards require 12 full-time attorneys, and the county now has 11 filled contracts.

Of equal importance, the Department directly contracted with Robert Langford to serve as the Appointed Counsel Program Coordinator for Nye County [hereinafter “the counsel coordinator”]. He will oversee caseloads, the opening and transferring cases on Legal Server, and will provide support and mentorship to the contracting attorneys. His duties also include providing a monthly report to the Department on the “status of indigent attorney needs, progress, and any other relevant observations, assessments, requests for support, or recommendations.”⁹ His work as the counsel coordinator should reduce some of the administrative burden on attorneys with regard to opening and closing cases in Legal Server and maintaining an equitable distribution of cases.

Moreover, the counsel coordinator is assembling the Appointed Counsel Selection Committee required in the Nye County Plan for Indigent Defense.¹⁰ The committee will review applications for contracts and make recommendations to the Nye County Board of Commissioners. Within this function, the committee, guided by the counsel coordinator, will review the performance of existing contract attorneys when they seek renewal. This committee will thus serve some oversight and assessment functions in addition to assisting with the recruitment and selection of qualified attorneys to provide public defense in Nye County.

⁸ The Board’s December 4, 2025, meeting can be viewed here: <https://www.youtube.com/watch?v=1V92fcRX7JQ&t=35s> (last visited March 16, 2026).

⁹ The contract between the Department and Robert Langford, approved by the Board of Examiners on December 20, 2025, is available to the Parties upon request.

¹⁰ Nye County Plan for Indigent Defense, p. 5. The Nye County Plan requires that members of the committee “have no pecuniary interest in the outcome of the attorney selection or performance evaluation process,” no direct relationship to any judiciary or prosecution function, and no interest in the types of cases or relationship to the attorneys being evaluated and considered for selection. *Id.*

1. Attorneys appointed civil cases under NRS 432B.420

The three new Nye County contracts contain the same language as the older contracts, requiring the contracting attorney to represent children, parents, and guardians in child welfare cases under NRS 432B.420 (hereinafter “432B cases”).¹¹

As discussed in the Monitor’s last report, being appointed to 432B cases places a significant burden on Nye County’s contracting public defenders. The workload standards require 12 full-time attorneys providing indigent defense in Nye County. If the attorneys spend 20 to 25 hours per month (or more) on 432B appointments, they cannot be said to be full-time providers of indigent defense.¹² Moreover, the contractual requirement to accept 432B appointments may disincentivize qualified criminal defense attorneys from applying for the contract positions — especially those defense attorneys who have no interest in or experience with 432B representation.

In early January, per oversight attorney David Schieck, it appeared that the county was responsive to the Department’s concerns over 432B appointments. However, as of this month, attorneys report that the court continues to appoint them to 432B cases.

2. Insufficient client interviewing and counseling

Despite lower caseloads, the oversight attorney noted in-court instances where it is apparent that the attorney had not had sufficient contact with their client. In one initial appearance hearing, an attorney made no representations about the client’s circumstances, leaving the client to speak directly to the court about the factors relevant to her release and the setting of bail.¹³ Evidence of undeveloped attorney-client relationships is noted in the deputy director’s report of her visit to Nye County in late January.¹⁴ The deputy director observed attorneys and their clients arguing in open court on the record, disagreeing with the terms of restitution, and clients admitting to uncharged crimes on the record.

Inadequate client counseling can have multiple causes, including prosecutorial delays in providing discovery and day-of-hearing plea offers. Some plea offers are received the day (or night) before court, so that clients do not have adequate time to consider the offer with their attorney. In one case, the attorney received the Generalized Plea Agreement (GPA) at 8:30am and the plea hearing occurred at 8:45am, leaving patently insufficient time for client counseling on the pros and cons of accepting the offer, the nature of the rights waived, and the potential collateral consequences of conviction.¹⁵ In late January, the deputy director observed a plea hearing in a case in which the attorney had only been appointed 5 days before, and, as part of the plea agreement,

¹¹ A recent contract between Nye County and an attorney is attached to this Report as Appendix A. Per NRS 434B.420, the court shall appoint an attorney to represent the child and may appoint an attorney to represent the parent or other responsible person.

¹² Onsite Visit Report, Nye County (February 9 and 12, 2026), pp. 2-3, attached to this Report as Appendix B.

¹³ *Id.* at 5.

¹⁴ Draft in Progress Re: Nye County Visit (March 7, 2026), pp. 3-4, attached to this Report as Appendix C.

¹⁵ Onsite Visit Report, Nye County (February 9 and 12, 2026), pp. 3-4.

the client pled guilty to another case on which the attorney had not been appointed and thus likely had not adequately investigated to determine the merits of the case.¹⁶

It should be noted that the contracts between the county and the attorneys do not include the provision required by the Judgment that the attorney “make all reasonable efforts to meet with each client within the first seven days following the assignment of the case, as well as every 30 days thereafter, unless there are no significant updates in the client’s case.”¹⁷

The oversight attorney for Nye County reported that the Pahrump jail now provides detainees with access to electronic discovery.¹⁸ At this point, the Monitor is unaware of the extent to which attorneys providing indigent defense are procuring and reviewing discovery with their detained clients. The oversight attorney plans to gather more information about the frequency and duration of attorney-client meetings in the Pahrump jail.

3. Coverage and stand-in practices

It appears that there is still an issue with the use of stand-in counsel for substantive hearings, such as sentencing and change of plea. In her January visit to Nye County, the deputy director noted attorneys covering for other attorneys in “multiple substantive hearings.”¹⁹ She also observed coverage occurring in cases where there was a known conflict, including in cases involving co-defendants.²⁰ This issue is discussed in Section IIB, below.

4. Issues with pretrial detention

The Monitor continues to be concerned that the conditions of confinement in Pahrump, and the absence of a jail in the northern part of the county, may negatively impact representation. In other jurisdictions, it is often the public defender who sounds the alarm about conditions of confinement in pretrial detention — information acquired both through conversations with their clients and through their own observations about the client’s well-being. As noted in a previous report, substandard conditions of confinement negatively impact the detainee’s criminal case by incentivizing waivers of trial rights and rapid guilty pleas in order to transfer out of the jail to probation or state prison.²¹ Failures to comply with medical standards, including transfer screening, delivery of medication, and appropriate responses to abnormal vital signs, may also negatively impact the ability of an attorney to effectively counsel the client on important decisions like the waiver of constitutional rights.

¹⁶ Draft in Progress Re: Nye County Visit (March 7, 2026), p. 4.

¹⁷ Judgment, p. 14.

¹⁸ Memorandum of David Schieck (December 24, 2025), p. 1, attached to this Report as Appendix D.

¹⁹ Draft in Progress Re: Nye County Visit (March 7, 2026), p. 4.

²⁰ Draft in Progress Re: Nye County Visit (March 7, 2026), p. 5.

²¹ Paul Heaton et al., *The Downstream Consequences of Misdemeanor Pretrial Detention*, 69 Stan. L. Rev. 711 (2017); Nick Petersen, *Do Detainees Plead Guilty Faster? A Survival Analysis of Pretrial Detention and the Timing of Guilty Pleas*, 31(7) Criminal Justice Policy Review 1015 (2020) (finding that “pretrial detainees plead guilty 2.86 times faster than released defendants”).

5. Workload reporting

Workload reporting is discussed in Part III of this report. Here, though, it is important to note that the oversight attorney is concerned with the failure of attorneys to keep records of their activities and time in Legal Server, which makes it difficult to assess whether the attorneys are representing their clients in accordance with professional standards and the Sixth Amendment right to counsel.²² Now that caseloads are significantly lower, one expects the attorneys to spend more time on each case. So far, the workload data does not consistently demonstrate compliance with basic indicia of effective representation, in terms of length and frequency of meetings with clients, fact investigation, and so forth. Moreover, attorneys are, for the most part, not reporting time spent on private workloads, or other appointments or contracts for indigent defense outside of Nye County. There is a real risk that their reduced caseloads in Nye County will result not in better representation, but in attorneys accepting more cases outside of their full-time Nye County contracts. Only accurate reporting will help the Department ensure effective representation.

Summary

The problems in Nye County are not new but previously seemed attributable, at least in part, to high caseloads. The Monitor's 15th Report included Oversight Attorney David Schieck's January 2025 reports for Nye County, where he saw numerous examples of attorney conduct that fell below professional standards, including:

- Inadequate communication with clients before trial waivers and guilty pleas;
- Failures to appear in court;
- Attorneys from different law firms standing in for one another for hearings where someone else's client was waiving substantive rights;
- Failures to present mitigation evidence at sentencing, or to even review and correct the court's presentencing report investigation;
- And failure to litigate issues that prejudice clients, among others.²³

Now that the county is arriving at compliance with workload standards, the Department's oversight attorneys and Nye County counsel coordinator must have a clearer role in addressing representation that falls below the standards agreed to in the Judgment.

Recommendations

- Attorney time spent on 432B cases should be documented, and new 432B cases should receive appointed counsel who are not holding contracts for full-time indigent defense (unless the attorney represents the same client in a connected criminal case).

²² Onsite Visit Report, Nye County (February 9 and 12, 2026), pp. 4-5.

²³ Nye County Onsite Visit Report (January 6 & 16, 2025) which is attached as Appendix E to the Monitor's 15th Report.

- The Department, with the Nye County counsel coordinator, should work with oversight attorney David Schieck to develop ways to address oversight issues, which are discussed more thoroughly below in Section II A.

B. Lyon County

Lyon County contracts with two law firms, Mansfield & Mayo and Brock Law, to provide first-tier public defense, and a third law firm, Walther Law, to provide first-tier representation in juvenile cases, to provide representation in specialty courts, and to serve as conflict counsel in some situations. Another law firm, Silver State Law, provides conflict counsel in Lyon County. One additional attorney is also contracted to provide conflict counsel.

To comply with the workload standards, Mansfield & Mayo would need to provide 4 FTE attorneys in Lyon County, in addition to the 2 FTE attorneys that it has agreed to provide in Humboldt County. It appears that there are 5 attorneys in the firm: Patrick Mansfield, Massey Mayo, Jeremy Rausch, Stevie DeSomber (also contracted for Mineral County), and Nestor Marcial Martinez. Caseloads for the firm's attorneys are too high. In the second quarter of FY 2026, for example, Patrick Mansfield alone had 674 open cases. Based on case type, this caseload requires 7,097 attorney hours (per the workload study). In the same quarter, Massey Mayo had 374 open cases in Humboldt County, which would require 5,189 hours under the workload standards.²⁴

As reported in the Monitor's previous report, Brock Law is required to provide 5 FTE attorneys. It is the Monitor's understanding that Kale Brock is a solo practitioner, and no records of the subcontracting arrangements between Brock and other attorneys who handle his cases have been shared with the Department or the Monitor. According to Legal Server data and the attorney's conversations with the Department, the other attorneys are either providing coverage for Brock or accepting appointments as possibly informal subcontractors of Brock Law. These other attorneys include Carl Hylin and Ray Areshenko.

Serious concerns about the quality of representation provided in Lyon County have been expressed to the Monitor, including the following:

- Covering cases for the attorney of record or transferring cases between the primary contractor and subcontractors or other attorneys
- Insufficient time for client communication
- Failure to review discovery or to provide discovery to the client
- Failure to conduct investigation prior to counseling the client to plead guilty

Since the Monitor's last report, another former client of a Lyon County contract attorney reached out to speak with the Monitor. The former client alleges that no attorney was present at

²⁴ NSPD Q2 Snapshot of Cases Open is attached to this Report as Appendix H.

his arraignment. Instead, the Walker River Justice Court gave him the contact information for his attorney. He attempted to speak with his attorney by phone and to set up an in-person appointment, but was told by the attorney's assistant that the only way to speak with the attorney before the pretrial hearing was to go to the courthouse at 1pm and wait in line with the attorney's other clients to meet in the room provided by the courthouse for attorney-client meetings. The client followed this procedure and met with his attorney for approximately 15 minutes. During this brief meeting, his lawyer told him that he, personally, might not be present in court for the pretrial hearing; instead, it was likely that an "assistant" would be present. The client was not given a name for this assistant. On the day of the pretrial hearing, the client drove almost 60 miles to be present in person at the Walker River Justice Court. His attorney was not present. The case was continued without the client speaking to any attorney. On the next court date, the attorney was present but would not engage with the client about the client's concerns over the delay, the lack of discovery, and case-related questions. The former client reported that the attorney complained that he had too many clients — more than 500 — and that this caseload explained why he would not devote more time to this client's case.²⁵ The former client was able to secure representation from another lawyer who filed a successful motion to dismiss based on violation of the client's statutory right to a speedy trial pursuant to NRS 178.556.

The above anecdote was confirmed by the client and the client's new attorney. The next step is for the Department's oversight attorney and deputy director to investigate both this individual incident and whether it represents a broader pattern.

1. Remote appearances

Oversight attorney Lopez noted instances where the client is in the courtroom for a change of plea, but the attorney appears virtually. At the December 4, 2025, Board meeting, Lopez described an occasion when the client appeared so nervous without his attorney's physical presence that the judge stepped in and asked if he needed more time. The client agreed.

2. Coverage counsel

As in Nye County, some attorneys in Lyon County regularly appear on cases where they are not the attorney of record. One private attorney regularly appears for another private attorney in the Third Judicial District Court for change of plea hearings. The coverage attorney told the oversight attorney that she reviews the files and tries to speak with the clients before the hearing, but does not always have time.²⁶ Oversight attorney Derrick Lopez also reported an in-court exchange in which the client disagreed with the joint sentencing recommendation of the defense attorney covering the case and the prosecutor, for a 180-day suspended sentence and drug treatment. The client explained to the court that she did not want drug treatment and would not do it, and that she had made this clear. The court sentenced her to 180 days in jail. Notably, her

²⁵ The Monitor can provide the parties with the case information upon request.

²⁶ This information is contained in a December 8, 2025 court observation form submitted by Derrick Lopez and is available upon request.

attorney of record was not in court with her for the sentencing hearing. Another attorney from the law firm was covering.²⁷ One wonders whether the attorney of record would have known and taken into account the client's wishes.

Recommendations

- The new oversight attorney for Lyon County should work with the Department and the contracting firms to ensure compliance with workload standards and required qualifications of counsel appointed in individual cases. The contracts between the county and the attorneys providing indigent defense should list all attorneys providing representation and the percentage of their time dedicated to providing representation under the contract.
- The oversight attorney for Lyon County should work with the Department to assess public defense counsel's compliance with the professional standards set forth in the ABA Criminal Justice Standards and ADKT 411, and to respond quickly and effectively when those standards are violated.
- If necessary, the Department should arrange for a rotation of qualified attorneys to take appointments in Lyon County, reducing the burden on the contract attorneys.

C. White Pine County

At the time of the Monitor's previous report, White Pine County was in compliance with workload standards. Since that time, the NSPD's White Pine team lost one attorney, Derrick Penney. His departure continues the trend of high turnover in the NSPD. This turnover has a negative impact on clients, who lose the continuity of counsel that produces strong attorney-client relationships.

Although there has been a dip in new cases initiated by the White Pine District Attorney's office (attributed to staff shortages), the workload is still significant. The two NSPD attorneys tasked with indigent defense in White Pine County are also representing clients in Humboldt County in initial appearance hearings, and in specialty court in Winnemucca. (The NSPD has no attorneys in its Humboldt office.) The dispersed nature of the NSPD's White Pine County office creates difficulties for the clients who have limited opportunities to meet with their attorneys in person to prepare for court dates. Moreover, it can be difficult to visit clients in the Ely jail due to limited visiting hours.

Since the entry of the Judgment in this case, the NSPD has been unable to fulfill its mission to provide an alternative public defense option in the rural counties. It remains understaffed and

²⁷ Lyon County Observations (November 4 - 10, 2025), attached to this Report as Appendix E.

unable to recruit and retain qualified attorneys. Over the past five years, the office has had three changes in leadership and a pattern of attrition. Moreover, the NSPD cannot fulfill its role in the statutory scheme, which permits counties to opt in to the NSPD for public defense and provides NSPD representation as a corrective action when a county is unable to otherwise provide effective assistance of counsel to indigent defendants. If the NSPD continues on this course, it seems unlikely that it will be able to meet workload standards in a sustainable way by the August 30, 2026, compliance date set forth in the amendment to the Judgment.²⁸

Recommendations

- Ideally, the NSPD office in White Pine County would be staffed with NSPD attorneys who live in the area. The State should consider developing a system of financial, housing, or other incentives for attorneys who accept positions in rural NSPD offices.
- To improve recruitment efforts and create a collegial public defense environment with shared resources, the State should consider setting up an NSPD office in Las Vegas, from which staff public defenders could be deployed to the *Davis* counties when necessary. and should also consider developing a system of financial, housing, or other incentives for attorneys who accept positions in rural NSPD offices.
- Given that the NSPD attorneys for White Pine County have a long commute from Las Vegas and are covering cases in Humboldt County’s specialty and initial appearance courts, it would make sense to assign more cases to contract counsel in White Pine County while the NSPD attempts to recruit attorneys to fully staff the White Pine and Humboldt offices.

D. General: Department Oversight of County Contracts with Providers

The Judgment requires that: “Defendants, through the Board, shall require all future county contracts for the provision of indigent defense ... be approved by the Executive Director”.²⁹ The Department, however, usually receives the executed contract after the fact. The Department’s review of contracts in no mere formality. Below are examples of issues with the contracts, taken from recent contracts in Nye and Douglas County:

- Nye County contracts continue to contain a provision requiring attorneys to accept appointments in non-criminal 432B cases.

²⁸ Amendment to the Stipulated Judgment, p. 3.

²⁹ Judgment, p. 12.

- Nye County contracts do not reference the ABA standards, nor do they include language about the expectation that the attorney will meet with the client within 7 days of appointment and thereafter every 30 days.

Douglas County Contracts:

- The contracts do not reference the ABA standards and misstates the Nevada criminal defense standards as “ADKT 41.”³⁰ Nor do they include language about the expectation that the attorney will meet with the client within 7 days of appointment and thereafter every 30 days.
- Section 6D of the contracts states that the Court may, for reasons specified in NRS 7.125(4), award extraordinary fees to the Firm. This seems to be a reference to the 2013 statute before amendment and violates the terms of the Judgment (“provide a funding mechanism ... that does not require judicial approval.”)³¹
- The contracts continue to state that the county disagrees with the workload standards, which define full-time employment as 1392.6 hours annually. The contract states the county’s continued disagreement with the workload standards as “defective” and requires the contracting “Firm promises and agrees to commit up to 2,200 hours per year.” The contract does not identify any attorneys in “the Firm” other than the contracting attorney.³²

The deviations in the contracts go to the very heart of compliance with the Judgment: performance standards and the independence of the defense function.

Recommendation

- The Department currently requests and gives feedback on contracts between attorneys and the counties after approval. However, the counties should provide the contracts to the Department for review before they are executed, in accordance with the Judgment’s requirements.

II. Performance Standards: Oversight & Training

The Judgment requires that minimum performance standards be assured in the following ways:

³⁰ Gunnell Contract, pp. 3-4. A copy of the contract is attached to this Report as Appendix F.

³¹ *Id.* at 11.

³² *Id.* at 3.

1. Prompt screening for indigency; representation at initial appearance/arraignment without delay; argument for release or affordable bail; counsel against waiving substantive rights.³³
2. Client communication per the standards set in ADKT 411; provision of space for confidential attorney-client meetings; all reasonable efforts to have confidential attorney-client meetings before an initial appearance.³⁴
3. Systems to identify and remove conflicts.³⁵
4. Establishment of performance standards.³⁶
5. Establishment of workload standards.³⁷
6. Qualifications for attorneys.³⁸
7. A system of oversight.³⁹
8. A “systematic and comprehensive training program.”⁴⁰

This section focuses on (A) a system of oversight; (B) recurring oversight issues that may require clearer performance standards; and (C) a systematic and comprehensive training program.

A. Oversight: A System of Annual Review

While the ability to react and remedy failures in representation is crucial to compliance with the Judgment, this section addresses another aspect of oversight for which the Board and Department have yet to develop a detailed plan. The Judgment states:

Consistent with the ABA Ten Principles, Defendants, through the Board, shall ensure that **public defense counsel are systematically reviewed on an annual basis for quality and efficiency** according to nationally and locally adopted standards, including, but not limited to, the ABA Criminal Justice Standards.⁴¹

There is no system of annual review of each attorney. The Department needs a comprehensive plan for implementing this requirement, guided by, at the very least, the ABA Criminal Justice Standards for the Defense Function and ADKT 411.

³³ Judgment, p. 14.

³⁴ *Id.* at 14-15.

³⁵ *Id.* at 12.

³⁶ *Id.* at 16.

³⁷ *Id.* at 17.

³⁸ *Id.* at 15.

³⁹ *Id.* at 16.

⁴⁰ *Id.*

⁴¹ *Id.* (emphasis added).

1. Overview of progress on oversight

The Board and Department have taken significant steps in oversight. The Board promulgated the following regulation, adopted October 6, 2021:

The Department shall monitor and regularly assess whether counties and attorneys meet the requirements set forth in sections 2 to 45, inclusive, of this regulation and whether indigent defense services are being provided in a constitutional manner. In conducting an assessment, the Department may obtain information from a variety of sources, including, without limitation:

1. Client feedback;
 2. Client surveys;
 3. Other providers of indigent defense services;
 4. Office staff;
 5. Judicial personnel;
 6. Observations of a deputy director of the Department;
 7. Data provided to the Department pertaining to attorney workload;
 8. Contracts for the provision of indigent defense services;
 9. Financial information pertaining to the provision of indigent defense services;
- and
10. Information obtained through the procedure for receiving complaints and recommendations concerning the provision of indigent defense services established by the Board pursuant to paragraph (b) of subsection 2 of NRS 180.320.⁴²

In 2022, The Department engaged a consultant, Soval Solutions, to provide expertise on and recommendations for several issues, including an initial oversight plan. On August 30, 2022, Dr. Mitch Herian of Soval Solutions provided the Department with his recommendation that the deputy director could not conduct oversight without additional staff who could analyze and report on attorney performance, determine whether counties are in compliance with the regulations, respond to compliance failures quickly, and document their findings and recommendations in reports.⁴³

Oversight funding was provided for FY2024 through AB 518(7). In May 2024, the Department contracted with three experienced attorneys to provide part-time oversight. The Department worked with the new oversight attorneys.⁴⁴ The Department developed court observation forms, and the three oversight attorneys visited their assigned counties, observing courtroom proceedings, meeting with and offering mentorship to the attorneys providing public

⁴² Section 38, Permanent Regulations of the Board on Indigent Defense Services (2021; 2023). The regulations are available on the Department's website here: <https://dids.nv.gov/Regs/Standards/> (last visited March 16, 2026).

⁴³ Soval Solutions' recommendations are attached as Appendix B to the Monitor's 6th Report.

⁴⁴ The initial Oversight Protocol was attached as Appendix D to the Monitor's 13th Report.

defense, talking with judges, and reporting back to the deputy director. Concerns about performance standards and violations of the terms of the Judgment (such as a lack of space in the courthouse for confidential meetings) were then addressed by the Department, sometimes with the involvement of the Board.

While the 2024 Oversight Protocol was an important step in compliance with the Judgment, it does not provide a complete framework for an annual assessment of public defense counsel's performance in all areas described in the standards of ADKT 411 and the ABA Criminal Justice Standards for the Defense Function.⁴⁵

At least two aspects of oversight require further development: (1) a method for conducting annual review of each attorney, using ADKT 411 and the ABA Standards as a benchmark, and (2) utilization of sources of information about lawyering activities that are not visible in court.

Section 38 of the Board's regulations, quoted above, provides a non-exhaustive list of sources of information about attorney performance, including client feedback/surveys, billing, attorney time keeping, and complaints received by the Department. The client surveys have not been widely used and oversight attorneys are caught in a perpetual question of whether the attorneys are either failing to take certain actions or failing to document them in Legal Server.

What follows is a summary of what has been said in prior Monitor reports about performance standards that address lawyering activities outside of courtroom litigation of preliminary hearings⁴⁶ and trial,⁴⁷ with some suggestions for sources of information. It is not meant to be comprehensive, but to clarify that the task of annual review requires more systematic analysis.

a. Initial appearance and pretrial release⁴⁸

The Judgment requires representation at initial appearance/arraignment without delay; an argument for release or affordable bail.⁴⁹ The professional standards for representing a client in a pretrial release hearing are set by ABA Standards and in *Valdez-Jimenez*.⁵⁰ The oversight attorney should determine whether the attorney is arguing for pretrial release, the least restrictive non-monetary conditions of release, and for individualized, affordable monetary bail so that the client is not detained simply for lack of financial resources. If the client is detained without the due process required by *Valdez-Jimenez*, or held on an unaffordable bail, is the attorney relitigating bail and filing petitions for habeas corpus when appropriate?

⁴⁵ The Judgment states, "In implementing AB 81 Section 13, Defendants shall incorporate the performance guidelines set forth in the ABA Criminal Justice Standards and the Nevada Indigent Defense Standards of Performance ordered implemented by the Nevada Supreme Court in [ADKT 411]." Judgment, p. 16.

⁴⁶ ADKT Standard 4-6.

⁴⁷ ADKT 411 Standards 4-10 through 4-15.

⁴⁸ ADKT 411 Standard 4-5; ABA Standard 4-3.2.

⁴⁹ Judgment, pp. 8, 14.

⁵⁰ *Valdez-Jimenez v. Eight Jud. Dist. Court*, 460 P. 3d 976, 136 Nev. 155 (2020).

Oversight attorneys attend initial appearance court and reflect in their court observation forms when an attorney’s argument for release is perfunctory and lacking in detail about the client, which can suggest a failure to interview the client before the hearing to craft an individualized argument for release.

b. Client communication

Did the attorney have a substantive, confidential meeting with the client upon appointment?⁵¹

The Judgment requires that the Defendants:

... ensure that indigent defense providers comply with the performance standards regarding client communication laid out in [] ADKT 411 (Oct. 16, 2008) including making all reasonable efforts to [conduct a confidential interview] before any court proceeding, which interview shall include, at a minimum, an explanation to the client of the charges against him or her and potential penalties; a discussion concerning pretrial release; an explanation of the attorney-client privilege; a general procedural overview of the progression of the case; how and when counsel can be reached; and when counsel will see the client next.⁵²

Moreover, the Judgment requires “that indigent defense providers make all reasonable efforts to meet with each client within the first seven days following the assignment of the case, as well as every 30 days thereafter, unless there are no significant updates in the client’s case.”⁵³

Regarding communication with incarcerated clients, the question is whether the attorney provides their clients with the ability to place collect calls to the attorney’s office. The Judgment requires that all attorneys accept collect calls from their incarcerated clients. While some jails and prisons provide the option of direct calls to counsel, the time and duration of these calls is very limited. For this reason, accepting collect calls is essential to client communication.

While oversight attorneys note instances in which it is clear from their courtroom observations that the client does not understand or agree with their attorney’s position, there are additional sources of information that should be considered, including the attorney’s timekeeping for the case, jail records, and client feedback/surveys.

c. Case Preparation

Nevada’s ADKT 411 Standard 4-7 “Case Preparation and Investigation” provides a roadmap for misdemeanor and felony cases. It includes standards investigation, discovery review,

⁵¹ ADKT 411 Standard 4-4; ABA Standard 4-3.3.

⁵² Judgment, pp. 14-15.

⁵³ Judgment, p. 14.

research for motions practice, “in-depth interview[s]” with the client, efforts to interview all potential witnesses, the securing of evidence, inspecting the scene when appropriate, and the utilization of experts where appropriate. Several of these areas are discussed in more detail below.

d. Review of Discovery

Professional standards require prompt and thorough review of discovery and efforts to preserve evidence that might be favorable to the defense.⁵⁴

Oversight attorneys have documented delays in receipt of discovery from the prosecution. In these instances, are defense attorneys litigating discovery issues and moving to preserve evidence when appropriate? It may be necessary to review court files in addition to observing court.

Second, are attorneys reviewing discovery before counseling clients on whether to accept a plea offer? If the discovery is provided electronically, it may be possible for the oversight attorney to check whether the files have been opened and reviewed. This is a very important area for empirical analysis. Turner et al. found that public defenders surveyed about their preparation for plea negotiations reported that they almost always review the file (discovery), conduct legal research, and explore collateral consequences. Yet, when the researchers reviewed objective evidence from the shared discovery platforms, they found that the public defenders frequently did not open or download the discovery provided by the prosecution.⁵⁵

Finally, every jail and prison where the Plaintiff class may be incarcerated must provide facilities for review of discovery materials, including electronic.⁵⁶

e. Independent investigation

The Judgment lists the failure to conduct sufficient investigation as an indicator of “absence of traditional markers of legal representation.”⁵⁷ Both the ABA and the ADKT 411 standards clearly state that the defense attorney has a duty to promptly investigate all cases notwithstanding admissions of guilt or a desire to plead guilty.⁵⁸ While attorneys can conduct some aspects of the investigation, the attorney must avoid becoming a witness in the case. ABA Standard 4-4.1 discusses experts as part of the duty to investigate, stating that counsel should “regularly re-evaluate the need for [experts] throughout the representation.”

⁵⁴ ABA Standard 4-3.7.

⁵⁵ See, e.g., Jenia I Turner et al., *Neglected Discovery*, 73 DUKE L. J. 1173 (2024) (discussing results of study in which researchers obtained case-level data in Texas felony cases from the digital platform used by prosecutors and defense, and found a substantial number of instances in which attorneys never accessed the state’s discovery).

⁵⁶ ABA Standard 4-2.2.

⁵⁷ Judgment, p. 6.

⁵⁸ ABA Standard 4-4.1; ADKT 411 Standard 4-7 (also clarifying that the “duty to investigate exists regardless of the client’s admissions”).

How and when attorneys are using investigators and experts can be determined from billing records from those investigators and the attorney's Legal Server entries. The Department reviews most investigator billing records and approves them for county payment.

f. Motion Practice

Oversight attorneys should have a way to assess whether the attorney is filing motions and writs when there is “a good-faith reason to believe that the applicable law may entitle the client to relief, which the court has discretion to grant.”⁵⁹ Examples include not just motions to suppress, but motions related to pretrial custody, the constitutionality of the charging statute, severance, discovery issues, evidentiary issues, and speedy trial motions.⁶⁰ If Legal Server information is entered correctly, evidence of motions practice should be visible in court records.

g. Waivers of rights

Prior to advising a client regarding a plea offer the attorney should complete an investigation of the case to determine its strength,⁶¹ and whether there is “sufficient factual basis for criminal charges.”⁶² For this reason, attorneys should counsel their clients to refrain from waiving any rights (or accepting a plea offer) at arraignment.⁶³ ADKT 411 Standard 4-9 states it even more clearly: “Under no circumstances should defense counsel recommend to a client acceptance of a plea offer unless the investigation and study of the case has been completed, including an analysis of controlling law and the evidence likely to be introduced at trial.” ADKT 411 applies this standard to both misdemeanor and felony charges.

Understanding the case and adequately counseling the client about the consequences of accepting a guilty plea or going to trial, including the collateral consequences, is key to effective representation.⁶⁴

In terms of negotiated plea agreements, several questions are helpful: Does the attorney advocate for a more favorable disposition than the offer proposed by the prosecutor? Does the attorney engage in strategic information sharing with the prosecutor in order to advocate for a more favorable plea offer?

h. Collateral consequences

Both ADKT 411 and the ABA Standards impose a duty to understand and inform clients of the risks of collateral consequences of conviction, especially — but not only — consequences for immigration. The ABA further states that attorneys should advise their clients in a timely

⁵⁹ ADKT 411 Standard 4-8 (a).

⁶⁰ ADKT 411 Standard 4-8 (b).

⁶¹ ADKT 411 Standard 4-9 (a); ABA Standard 4-5.1.

⁶² ABA Standard 4-4.2.

⁶³ Judgment, p. 14.

⁶⁴ ADKT 411 Standard 4-9; ABA Standard 4-5.1; Judgment, pp. 8, 14.

enough manner that they may use such information in the decision-making process, including in mitigating or avoiding such consequences.⁶⁵

A plan for annual review should include methods of determining whether the attorney discusses collateral consequences with the client. Some of this information might be elicited from the attorney. Once the Department develops a method for collecting client surveys, the responses from the clients will provide additional information about whether they were counseled on potential collateral consequences.

i. Sentencing advocacy

Standards for sentencing advocacy include reviewing the court's presenting report, familiarity with the client's background through client interviews and mitigation investigation, and understanding the range of statutory options for the client given the charges. ADKT 411 makes clear the steps that must be taken to prepare for sentencing: it specifically requires counsel to prepare the client for the interview with the official preparing the presentence report, and to take an active role in ensuring that favorable information is included in the report and errors corrected.⁶⁶

The oversight attorneys have documented sentencing hearings, noting when the presentence report contained an error missed by defense counsel and whether mitigation evidence was presented. However, this critical area of advocacy cannot be assessed solely by courtroom observations. Whether through Legal Server data or client feedback, the Department's assessment plan should include a way to systematically assess sentencing advocacy.

2. Conclusion

The Department is taking steps to develop its oversight and assessment protocols, working with its oversight attorneys and with the National Association for Public Defense (NAPD). Moreover, the Board is taking a more active role in advising the Department, as contemplated in the statutory scheme.⁶⁷

There are, however, structural challenges. For contract attorneys, layers of state oversight (oversight attorneys, the deputy director for oversight, the Department, the Board, the *Davis* Monitor) exist parallel to their contracts with the county. The Department works directly with attorneys to provide feedback and support, and this is often effective. But, when it is not effective, the structure of indigent defense makes it difficult for the Board to respond to compliance failures. The statute empowers the state, through the Board, to create a corrective action plan for the county, but the failsafe provided is that the NSPD will replace the current county system of indigent

⁶⁵ ADKT 411 Standard 5-4 (5); ABA Standard 4-5.4 – 4-5.5.

⁶⁶ ADKT 411 Standards 4-16 – 4-18; ABA Standard 4-8.1

⁶⁷ NRS 180.320 describes the duties of the Board. Among other things, the Board shall: "Receive reports from the Executive Director and provide direction to the Executive Director concerning measures to be taken by the Department to ensure that indigent defense services are provided in an effective manner throughout this State." NRS 180.320 (1) (a) (emphasis added).

defense. The NSPD is in no position to do that given its chronic staffing shortages. A system which provides the option for a receivership, where the state can directly contract with attorneys whom it supervises, might be an option.

Recommendations

- The Department needs technical assistance to determine effective methods of distributing and collecting client surveys. The Judgment states that the “Defendants shall establish a system for issuing client surveys to indigent defendants and incorporating client survey feedback into Defendants’ responsibility for reviewing the manner in which indigent defense services are provided throughout the state.”⁶⁸ Yet few client surveys are returned to the Department.
- The Department’s communications with attorneys, and the contracts between attorneys and the counties, should contain clear language about performance standards and annual assessments of compliance with those standards. The Board’s amended regulations include both ADKT 411 and the ABA Standards. These should be referenced in contracts and in other communication with the attorneys so that they are informed of the metrics of assessment.⁶⁹
- The Board and Department should consider whether the regulations should be amended to adequately capture the Judgment’s requirement of annual assessment, as well as the standards and methods of the assessment process.
- The Board and Department should work with the Nevada State Public Defender to develop an annual assessment of NSPD attorneys that complies with the Judgment.
- The Board and Department should develop specific performance standards for virtual appearances that set Nevada Supreme Court ADKT 0581 as a minimum, but clarify that the standard for practice for public defenders is higher and take into account the requirements of the Judgment as well as what is necessary to provide constitutionally effective assistance of counsel.
- The Board and Department should develop specific performance standards for when it is appropriate for an attorney to cover a case for the attorney of record.

⁶⁸ Judgment, pp. 16-17.

⁶⁹ Regulations, Section 27.

- The Department should tailor the training and mentorship programs to the oversight concerns, and perhaps include small group and interactive CLEs in consultation with the oversight attorneys.

B. Oversight: Recurring Compliance Issues Requiring Clearer Standards

The Judgment states that the Defendants “shall timely and uniformly report to Plaintiffs, all Board and/or Department determinations ...that a specific Rural County is not meeting minimum standards and shall share the corrective action plan to address any deficiencies.”⁷⁰ Two recurring issues should be addressed as soon as possible, both by clarifying standards and developing a plan for training and oversight.

1. Remote appearances

Both oversight attorneys have noted the frequency of remote appearances by attorneys in court hearings of a substantive nature. In one instance in Douglas County, an attorney appeared virtually to represent an out-of-custody client who was present in court and had just received a plea offer from the prosecutor. The attorney had to ask another attorney in the courtroom to lend the client his phone so that they could briefly discuss the plea offer before the client pled guilty in court.⁷¹ From her observations in court, the Deputy Director has noted that attorneys appearing remotely are engaged in other activities during the hearing. In one instance, the Department received an unrelated email from the attorney during the hearing in which the attorney appeared virtually.⁷²

To date, the Board and Department has not articulated guidelines on when and what types of virtual appearances comply with the Board’s professional standards for public defense. Nevada Supreme Court ADKT 0581 sets minimum standards for remote appearance and includes the presumption of in-court appearance for substantive hearings such as guilty pleas and sentencing. The Board and Department’s guidelines, however, should reflect all applicable professional standards for indigent defense.

2. Coverage or stand-in counsel

The statutory scheme and regulations are designed to limit the delegation of representation from one attorney to another. Nevada requires “consistency in the representation of indigent defendants so that the same attorney represents a defendant through every stage of the case without delegating the representation to others, except that administrative and other tasks which do not

⁷⁰ Judgment, p. 17.

⁷¹ This information can be found in a January 21, 2026, court observation form completed by Derrick Lopez and is available upon request.

⁷² Oversight Report of the Deputy Director (December 3, 2025), p. 6. A copy of the Deputy Director’s Memo is attached (without its attachments) to this Report as Appendix I.

affect the rights of the defendant may be delegated.”⁷³ The Board’s regulations state that the contract between the county and the attorney must include the “identification of each attorney who will provide legal representation in each category of case covered by the contract, including, without limitation, any attorney providing such representation as a subcontractor, and a provision that ensures consistency in presentation...”⁷⁴ The use of stand-in counsel should conform to these requirements and should not be done at critical stages or when decisions are made that affect the client’s trial rights.

The ABA Criminal Justice Standard for the Defense Function 5-6.2 (3d ed. 1992) rejects non-continuous representation in any form, stating that: “Counsel initially provided should continue to represent the defendant throughout the trial court proceedings and should preserve the defendant’s right to appeal, if necessary.” In explaining why non-continuous representation is so harmful to clients, the ABA comments:

Defendants are forced to rely on a series of lawyers and, instead of believing they have received fair treatment, may simply feel that they have been “processed by the system.” This form of representation may be inefficient as well, because each new attorney must begin by familiarizing himself or herself with the case and the client must be re-interviewed. Moreover, when a single attorney is not responsible for the case, the risk of substandard representation is probably increased. Appellate courts confronted with claims of ineffective assistance of counsel have commented critically on stage representation practices.

ABA Criminal Justice Standard for the Defense Function 4-4.6(b) states that “[d]efense counsel should appear at all hearings in cases assigned to them, unless with good cause a substitute counsel is arranged.” This substitute counsel “should be adequately informed about the case and issues likely to come up at the proceeding and should adequately prepare.”

If coverage counsel knows little about the case and has no relationship with the client, that attorney is providing limited representation without the requisite competence.⁷⁵ A coverage attorney who is admittedly not competent due to their lack of familiarity with the case and the client is essentially providing no legal representation at all. Moreover, an attorney outside the firm may have a conflict of interest.⁷⁶ Even when the attorneys are members of the same law firm or public defender agency, the attorney of record should represent the client at all critical stages, both because the attorney is familiar with the case and because continuity of representation allows the attorney and client to “develop and maintain a relationship of trust.”⁷⁷

⁷³ NRS 180.320 (2)(d)(5).

⁷⁴ Regulations, Section 40 (1) (e).

⁷⁵ Nevada Rules of Professional Conduct (NRPC) 1.2 (c) (“A lawyer may limit the scope of the representation if the limitation is reasonable under the circumstances and the client gives informed consent”); NRPC 1.1 (“A lawyer shall provide competent representation to a client [which] requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation”).

⁷⁶ NRPC 1.7-1.10.

⁷⁷ ABA Ten Principals of a Public Defense Delivery System, Principals 8 and 10.

Any use of coverage counsel must take into consideration the potential that coverage counsel will be inadequately prepared, informed, or in-sync with the client and that, as a result, the client’s rights will be prejudiced in some way. The Supreme Court has long held that the “guiding hand of counsel” is necessary at “every step in the proceedings,”⁷⁸ and certainly at critical stages where there exists the potential for “substantial prejudice to defendant’s rights.”⁷⁹ Even if the case is scheduled for a status check or pretrial hearing, coverage counsel may be prejudicing the client’s speedy trial rights by agreeing to a long continuance or failing to request discovery and so forth.⁸⁰ Much worse is the continued practice of coverage attorneys standing in for counsel of record in substantive hearings, like guilty pleas and sentencing hearings.

Even in instances where a coverage attorney simply asks the court to continue the case to an agreed-upon date, such practices have been criticized for resulting in “attorneys creating triage systems, where attorneys deprioritized some criminal defendants and cases, went months without personally making their court appearances, and relied on their ‘catcher’ colleagues to fill the presentational gap for them.”⁸¹

Recommendations

- The Board, in consultation with the Department, should promulgate standards for when and under what circumstances remote appearance complies with professional standards for the defense function.
- The Board, in consultation with the Department, should promulgate standards for when and under what circumstances an attorney can cover for the attorney of record.

C. Training

Since the Monitor’s last report in November 2025, the Department offered the following training:

- A Jury of One's Peers: Making a Record for Batson Challenges (December 11)
- Stressors of the Profession & Substance Use Disorders: Moving Toward Well-Being (December 18)
- Using Justice Text (February 26)

⁷⁸ Powell v. Alabama, 287 U.S. 45, 69 (1932).

⁷⁹ Coleman v. Alabama, 388 U.S. 1, 9-10 (1970).

⁸⁰ The test to determine a violation of the constitutional right to speedy trial takes into account whether the defendant has asserted the right as well as whether defendant or their counsel is to blame for the delay. Doggett v. U.S., 505 U.S. 647 (1992); State v. Inzunza, 454 P.3d 727 (2019). Moreover, several provisions in Nevada law create a statutory right to a speedy trial. See, e.g., NRS 178.562; 178.566 (permitting dismissal for unnecessary delay and barring a second prosecution).

⁸¹ Alma Magana, *response: Diagonal Representation*, 105 B.U. L. Rev. 53, 58 (2025).

- Reviewing Medical Records (March 12)

The Department has scheduled a training on acceptable medical practice for blood draws on April 9th, and is planning an additional 5 CLEs, pending confirmation of the date. The annual conference is scheduled for March 18-20 in Las Vegas.⁸² The subject is “Legal Skills And Technical Training For Litigating Cases In The Era Of AI And Emerging Technologies.”

The Department has the capacity to send one attorney to the week-long National Criminal Defense College (NCDC), and up to 7 attorneys to the Mountain Trial Skills Program in Salt Lake City, which the deputy director will audit. The Department also offered to send 5 attorneys to the Capital Defense Seminar in San Diego.

Finally, the Department is carefully monitoring and enforcing the requirement that attorneys on its roster complete their 5 mandatory CLE credit hours relevant to criminal defense on an annual basis.

At the same time, the Judgment states that the Defendants must offer “a systematic and comprehensive training program” that “shall include, at a minimum:

1. client intake interviews;
2. client communication;
3. securing pretrial release;
4. preparation for arraignment, including preservation of a client’s rights, and requests for formal and/or informal discovery;
5. investigation;
6. filing and responding to pre- and post-trial motions;
7. plea and sentencing negotiations;
8. trial advocacy;
9. appeals; and
10. special issues regarding the representation of juveniles.”⁸³

The Department offers a variety of training courses, in addition to the annual conference. However, it cannot be described as “systematic and comprehensive.” Nor is it an easy task to convince the rural indigent defense providers, many of whom have been in practice for years or decades, to take a comprehensive training course that reviews the basics. For attorneys who have been serving as public defenders or as contract or appointed counsel, the type of comprehensive training may be different. Standards of practice and techniques of representation evolve over time, so it might be appropriate to offer “best practices under current professional standards” options for those more experienced in public defense. In any case, the systematic and comprehensive training required in the Judgment has not yet been implemented.

⁸² A copy of the schedule for the conference is attached to this Report as Appendix G.

⁸³ Judgment, p. 16.

Recommendations

- Consider working with the NSPD to develop training programs that are comprehensive for attorneys new to public defense, as well as methods of ensuring that experienced attorneys stay abreast of evolving professional standards.
- Consider offering more opportunities for mentorship and support, and adopting a system that allows attorneys to request second chair counsel for cases with challenging forensic issues or other complexities.
- For the attorneys who want to attend the annual conference or week-long trial colleges, consider assisting them in their efforts to clear their calendars of court appearances during the training period.

III. Workload Reporting

This Report contains a review of compliance with the workload reporting requirements for the first 2 quarters of FY 2026.⁸⁴

Churchill County

The public defender and alternate public defender reported hours, including some investigator hours. Note that both offices also are appointed in 432B cases. The attorneys in both offices are salaried public defenders and do not engage in private practice.

Douglas County

All five attorneys reported hours spent on contract cases during the first and second quarters. All but one attorney reported hours spent on private cases.

Esmeralda County

The contract attorney reported hours spent on contract cases, but not private casework. It should be noted, however, that the contract is not full-time.

Eureka County

The contract attorney reported hours spent on contract cases and private workload.

Lander County

⁸⁴ All workload reporting is available on the Department's website here: https://dids.nv.gov/Annual_Report/county-reportsFY26/ (last visited March 16, 2026).

The contract attorney reported hours spent on contract cases. No private workload was reported, but the contract is not full-time.

Lincoln County

Both contract attorneys reported hours spend on contract cases in the second quarter—an improvement from the previous quarter when only one attorney reported hours.

Lyon County

All contractors are reporting some hours spent on contract cases.

Mineral County

The contractor reported hours spent on contract cases in both quarters, but did not report private workload.

Nye County

Some attorneys in Nye County are failing to report their hours completely or are reporting only a minimal number of hours per quarter. For the first quarter of FY 2026, only three contract attorneys reported any hours (Earnest, Gent, and Shelton). The quarterly hours reported seem very low for full-time representation. Gent reported 62.7 hours, and Shelton 137.9 hours. For the second quarter of FY 2026, three contract attorneys reported hours (Earnest, Gent, Shahani, and Shelton). Again, the quarterly hours seem low for full-time representation. Shelton reported just 1.5 hours, and Gent 13.7 hours.

Attorneys in Nye County are being encouraged to report hours spent on 432B cases, and some are beginning to do so. In general, however, the data is too sparse to draw inferences from.

Critically, most attorneys in Nye County are not reporting hours spent on private workload.

White Pine County

All White Pine attorneys (NSPD and contract) are reporting their hours. Contract attorney Eberhardy is reporting private workload as well.

Nevada State Public Defender: Workload Reporting

The amendment to the Judgment requires quarterly workload reporting from the NSPD. The data include work performed by private attorneys, working either under contract or as appointed counsel, especially in Humboldt and White Pine counties where the NSPD has been unable to fully staff its offices.

With the continued turnover in NSPD staff attorneys, it is difficult to get an up-to-date picture of caseloads of individual attorneys. Attached to this report is the Department's snapshot of NSPD cases for the second quarter of FY 2026.⁸⁵ Notably, Clouser and the Mansfield and Mayo Firm have excessive workloads. Manfield and Mayo have 3 other attorneys in their firm, but they also hold one of the contracts for 4 attorneys in Lyon County.

Discussion

With the exception of Nye County, attorneys in the *Davis* counties are reporting their hours spent on indigent defense using Legal Server. The oversight attorneys might be able to determine whether the reporting is incomplete based on their conversations with and observations of attorneys in the counties. It is expected that Nye County attorneys will improve their reporting with the assistance of the new counsel coordinator.

The Department is taking steps to account for the workload of contract attorneys who also accept appointments to provide indigent defense in other counties. Attorneys with full-time, first-tier public defender contracts will only be offered conflict cases as a last resort and after obtaining the Department's approval.

Attorneys holding full-time contracts in Nye County should also be reporting their time spent on private workload.

The Monitor will continue to work with the Department to understand and report on the NSPD caseload data.

Looking Ahead

- It is still uncertain how the Board and Department will allocate the \$3 million allocated in SB4 (2025) during the special legislative session for “the costs of stipends for public defenders and other costs of the Department related to compliance with the Davis Judgment.”
- The Department will be working on its oversight and training protocols with the NAPD.
- The Department will continue to work on collecting workload data from contract attorneys, including hours spent on private cases, as well as caseload and workload data from the NSPD.

Next Steps for the Monitor

⁸⁵ NSPD Q2 Snapshot of Cases Open is attached to this Report as Appendix H.

The Monitor will prepare to report on:

- The Department's efforts to develop comprehensive oversight and training protocols to ensure compliance with the Judgment, including performance standards for public defense providers.
- The State's efforts and initiatives to recruit more attorneys to the rural counties to comply with workload standards.
- The impact of excessive workloads on the quality of representation, particularly in Lyon County.

18th Report of the Monitor
Davis v. State, Case No. 170C002271B
March 17, 2026

Appendix A
Nye County Contract

CONTRACT FOR PROFESSIONAL SERVICES

Between
Nye County, Nevada
and
James J. Ruggeroli, Esq.
For
PUBLIC DEFENDER SERVICES
(Pahrump)

WHEREAS, Nye County is a political subdivision of the State of Nevada, and is required to provide for indigent legal services; and

WHEREAS, Nye County desires to provide public defender services, pursuant to the provisions of Chapter 2.48 of the Nye County Code, to those indigents involved in the criminal courts in Nye County through the appointment of a consortium of attorneys acting independently and separately; and

WHEREAS, it is deemed that the services of Attorney herein specified are both necessary and desirable and in the best interests of Nye County; and

WHEREAS, Attorney represents that he is licensed to practice law in Nevada and in good status with the State Bar, and is also duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

Now, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. **DEFINITIONS.** The following definitions control the interpretation of this Contract:
 - a. Appointing Authority: means the judge, justice or master of a court of law.
 - b. Eligible client: means a defendant, juvenile, or parent has been determined by a finding by the Appointing Authority to be entitled to a court-appointed attorney pursuant to NRS 62D.030, 62D.100, 171.188.
 - c. Case; Final Adjudication: “Case” shall have the meaning prescribed to it in Temporary Regulations of Board of Indigent Defense Services [“Reg.”] Sec. 5. Completion of a case occurs upon final adjudication. “Final adjudication” shall have the meaning prescribed to it in Reg. Sec. 46(4)(d).
 - d. Representational Services: The services for which the Contracting Authority is to pay the Contractor are “representational services,” including lawyer services and appropriate support staff services, investigation and appropriate sentencing advocacy and social work services, and legal services including but not limited to interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor or other Contractor and court regarding possible dispositions, and

preparation for and appearance at all court proceedings. The services for which the Contracting Authority is to pay the Contractor do not include capital cases; cases in which the most serious crime is a felony punishable by life, with or without the possibility of parole; or extraordinary expenses incurred in the representation of eligible clients.

- e. Other Litigation Expenses: “Other Litigation Expenses” shall mean those expenses which are not part of the contract with the Contractor, including investigations, expert witness services, language translators, laboratory analysis, and other forensic services. Payment for such expenses are provided as set forth in the Nye County Plan for the Provision of Indigent Defense Services.
- f. Misappropriation of Funds: Misappropriation of funds is the appropriation of funds received pursuant to this Contract for purposes other than those sanctioned by this Contract. The term shall include the disbursement of funds for which prior approval is required but not obtained.

2. **EFFECTIVE DATE OF CONTRACT.** Upon execution by both parties, the contract will be effective for the period of March 3, 2026 through June 30, 2027.

3. **WORK TO BE PERFORMED.** The parties agree that the services to be performed are as follows:

A. To ensure that the ability, training, and experience of a Contractor Attorney in a matter matches the complexity of a case, a Contractor Attorney must demonstrate compliance with the standards and regulations of the Board of Indigent Defense Services pertaining to training, education, and qualifications. A Contractor Attorney may only practice in the areas of indigent defense for which the Contracting Attorney is qualified by the Department of Indigent Defense Services.

B. The Contractor agrees to provide representational services in the following categories of cases:

Misdemeanor Proceedings: James J. Ruggeroli, Esq.

Category B offense for which the maximum penalty is less than 10 years, C, D, E felony or Gross Misdemeanor proceedings: James J. Ruggeroli, Esq.

Category B offenses for which the maximum penalty is 10 years or more: James J. Ruggeroli, Esq.

Non-capital category A offenses, to be paid the statutory hourly rate in accordance with NRS 7.125: James J. Ruggeroli, Esq.

Juvenile Delinquency and In Need of Supervision Proceedings: James J. Ruggeroli, Esq.

C. Failure on the part of the Contractor Attorney to use staff with the appropriate amount of experience or to supervise appropriately its attorneys shall be considered a material breach of this Contract. Failure on the part of the Contracting Authority to provide adequate funding to attract and retain experienced staff and supervisor(s) shall be considered a breach of this Contract.

D. The Contractor agrees to staff its cases according to the following provisions:

- i. As set forth in the County's Plan for the Provision of Indigent Defense Services, the Contractor may receive assistance from associate attorneys, mentees, or other approved attorneys in carrying out his/her responsibilities however, the Contractor shall ensure, to the greatest extent possible, consistency in the representation of indigent defendants so that the same attorney represents a defendant through every stage of the case without delegating the representation to others, except that administrative or other tasks which do not affect the rights of the defendant may be delegated.
- ii. The Contractor agrees to comply with the County's Plan for the Provision of Indigent Defense Services and the Regulations, including Section 29 and 39.
- iii. Conflicts of interest may arise in numerous situations in the representation of indigent defendants. The Contractor agrees to screen all cases for conflict upon assignment and throughout the discovery process. The Contractor will refer to the Nevada Rules of Professional Conduct, as interpreted by the State Bar of Nevada and/or opinions of the state judiciary, and to the American Bar Association Standard for Criminal Justice in order to determine the existence and appropriate resolution of conflicts. If a conflict is determined to exist, counsel will promptly file a Motion to Withdraw with the Court pursuant to NRS 7.115 or follow the procedure for handling conflicts of interest provided in the plan for provision of indigent defense services.
- iv. It is agreed that the Contractor will participate in any Department workload study to determine an appropriate caseload. Prior to the completion of a workload study, the Contractor shall reasonably comply with the workload guidelines as determined by the Board of Indigent Defense Services.
- v. The Contractor may use legal interns. If legal interns are used, they will be used in accordance with Nevada Supreme Court Rule (hereinafter "SCR") 49.5.
- vi. The Contractor agrees that it will consult with experienced counsel as necessary and will provide appropriate supervision for all its staff.
- vii. The Contractor agrees to conduct an independent investigation of the charges as promptly as practicable and, if appropriate, retain an investigator to assist with the defense of the client as set forth in the County's Plan for the Provision of Indigent Defense Services.

- viii. If the Contractor is to be responsible for representing defendants in capital litigation, the following provisions apply: Appointment of attorneys to represent defendants charged in capital cases shall comport with SCR 250 and ADKT 0411. Two lawyers must be appointed as soon as possible in all open murder cases which are reasonably believed to result in a capital charge. Capital cases typically require the full-time equivalent of one investigator and mitigation specialist. *See* ADKT 0411, Standard 2-1.
- ix. The Contractor will provide zealous legal representation to all clients in a professional, skilled manner consistent with all applicable regulations, laws, Rules of Professional Conduct, and the Nevada Indigent Defense Standards of Performance adopted by the October 16, 2009 and Nevada Supreme Court Order in Administrative Docket 411.

E. The Attorney will represent adult criminal defendants that a court in Nye County has determined to be indigent, except for capital cases. The representation will include all stages of the criminal proceedings including direct appeals, revocation of probation or parole and specialty courts (including drug court and referred to in NRS 176A.500(8)). The Attorney will be primary counsel for courts located in Pahrump. Attorney further agrees to handle conflict cases that may arise in Tonopah and Beatty if no other consortium counsel is available for appointment.

F. The Attorney will provide legal representation for a child alleged to be delinquent or in need of supervision when a Court orders the appointment in accord with NRS Chapter 62.

G. Attorney agrees to perform the services of an attorney for a child, parent or other person responsible for a child's welfare when that parent or other person is alleged to have abused or neglected that child and the Court orders the appointment of Attorney pursuant to NRS 432B.420, or any subsequent proceedings under NRS Chapter 128. Attorney agrees to complete the On-Line Attorney Dependency Training offered by the Nevada Court Improvement Program within sixty (60) calendar of the execution date of the contract.

H. Attorney agrees to attend Justice Court 48-hour in-custody hearings on a rotating basis with other consortium counsel as scheduled.

I. Attorney shall continue to perform services for any appointed client for which said attorney is counsel of record on the effective date of this agreement. Compensation for such services performed after the effective date of this agreement shall be paid in accordance with this agreement only.

4. STANDARD OF WORK.

A. In providing legal representation as set forth in Section Two, Attorney must provide those services in a professional, competent and effective manner. This includes but is not limited to interviewing the client, appearing at all Court hearings or providing coverage for those Court hearings, filing all necessary motions or other legal documents and performing or supervising any necessary investigations.

B. Attorney shall conduct representation of clients in such manner so as not to create conflicts with other attorneys within the consortium. If at any time during the representation of a person the Attorney has reason to believe that there is a legal ethical conflict with that representation, the Attorney must immediately notify the Court and the Appointed Counsel Program Coordinator.

C. Attorney agrees to furnish to the Justice Courts, District Courts and District Attorney, a telephone number for use after normal office hours in any emergency that may arise in which Attorney's services are requested pursuant to the terms of this contract. The expense of office space, furniture, equipment, supplies, routine investigative costs, travel to court and secretarial services suitable for the conduct of attorney's practice as required by this contract are the responsibility of Attorney and are part of Attorney's compensation paid pursuant to Section 4 of this Contract.

D. Attorney shall cooperate with other counsel within the consortium, to the extent possible under ethical considerations, to ensure all cases are covered and any conflicts are resolved by the consortium of attorneys. Attorney may engage in the private practice of law which does not conflict with Attorney's professional services required pursuant to this contract.

5. PAYMENT FOR SERVICES.

A. Nye County agrees to pay and Attorney agrees to accept as full compensation for the performance of legal services under this Agreement the sum of One Hundred Thousand Dollars (\$150,000.00) for FY26. The County will make the payment to attorney on a quarterly basis in the amount of Fifty Thousand Dollars (\$50,000) upon execution of contract and April. Nye County agrees to pay and Attorney agrees to accept as full compensation for the performance of legal services under this Agreement the sum of Two Hundred Thousand Dollars (\$200,000.00) for FY27. The County will make the payment to attorney on a quarterly basis in the amount of Fifty Thousand Dollars (\$50,000) in advance on the first day of July, October, January and April.

B. Attorney may secure reimbursement for extraordinary investigative costs, expert witness fees or other necessary services if so ordered by a Court. Attorney will not be reimbursed for travel expenses or any form of per diem. Any payment for extraordinary costs or fees shall be paid only when submitted and approved as set forth in the Nye County Plan for Indigent Defense Services.

C. The compensation specified above is for services as a public defender and is in lieu of the statutorily prescribed fees codified in NRS 7.125. In the event Attorney shall be appointed to represent a client on a matter not provided for in this agreement, Attorney agrees to provide representation to each additional client at the rate and in accordance with the provisions of NRS 7.125 and in accordance with the Nye County Plan for Indigent Defense Services.

D. Attorney shall be paid for any time and services on cases for which Attorney is counsel of record at the time of the effective date of this agreement at the existing rates. All compensation for any services provided as appointed counsel after the effective date of this agreement shall be in accordance with this agreement only. Attorney shall submit a voucher for

compensation of all fees and services earned prior to the effective date of this agreement to the appointing court within ten (10) business days after the effective date of this agreement.

6. INDEPENDENT CONTRACTOR STATUS.

A. The parties agree that Attorney shall have the status of and shall perform all work under this contract as an independent contractor. Nothing herein contained shall be construed as granting to Nye County the power or right to control the means by which Attorney provides legal services under this agreement. The parties also agree Attorney is not a Nye County employee and that there shall be no:

- (1) Withholding of income taxes by Nye County;
- (2) Industrial insurance coverage provided by Nye County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the Attorney or Nye County to the public employees' retirement system;
- (5) Accumulation of vacation leave or sick leave provided by Nye County;
- (6) Unemployment compensation coverage provided by Nye County; or
- (7) Any other benefit granted to employees of Nye County

B. Attorney may maintain a private law practice and may engage in the private practice of law that does not conflict with Attorney's professional services required pursuant to this Agreement.

C. Attorney agrees that acceptance of this appointment is as a public defender pursuant to Chapter 260 of the Nevada Revised Statutes and Chapter 2.48 of the Nye County Code.

7. INDUSTRIAL INSURANCE.

Attorney agrees to maintain required workers compensation coverage pursuant to NRS chapters 616A through 616D, throughout the entire term of the contract. Attorney must provide either a certificate of insurance or an affidavit indicating that he/she is: (i) In accordance with the provisions of NRS 616B.659, or has not elected to be included within the terms, conditions and provisions of NRS chapters 616A through 616D, inclusive; and (ii) Is otherwise in compliance with those terms, conditions and provisions.

8. PROFESSIONAL LICENSING AND LIABILITY INSURANCE.

A. Attorney agrees to maintain his or her professional license to practice law in active status and good standing for the State of Nevada during the term of this Contract. Failure

to maintain this license will result in immediate termination of this contract. Attorney shall notify the County Manager if he or she is brought before the Nevada State Bar on a charge of professional misconduct for services performed pursuant to this agreement or in his or her private practice or if he or she is arrested for a Crime.

B. Attorney also agrees to acquire and maintain professional liability insurance, including errors and omissions coverage, in the minimum amount of \$250,000 per claim and \$500,000 aggregate during the term of this contract. The insurance cost is the sole responsibility of the Attorney. Copies of both the license and certificate of professional liability insurance must be sent to the Nye County Manager.

9. TERMINATION OF CONTRACT.

A. Either party may revoke this contract without cause, provided that a revocation shall not be effective until ninety (90) calendar days after the party has served written notice upon the other party. All monies due and owing up to the point of termination shall be paid by Nye County, and all pending cases that were produced for this contract must be immediately turned over to the Appointed Counsel Program Coordinator for re-assignment. If terminated, the total compensation of the Attorney will be reduced to the proportionate number of days worked by the Attorney. The Attorney must reimburse the County for any funds received to which they are not entitled due to the termination.

B. Should Attorney be unable to perform any or all of his duties by reason of illness, accident or other cause beyond his control, and the disability exists for a period beyond ten (10) judicial days, Attorney must provide, at their own cost, a substitute attorney (which could include other contract attorneys) to perform the duties of the Attorney during the term of disability. If the disability is permanent, irreparable, or 4 of such nature as to make the performance of his duties impossible, or the disability continues beyond forty (40) judicial days, the County may, at its discretion, terminate this agreement, and the respective duties, rights and obligations of this agreement will terminate.

10. NON ASSIGNMENT.

The County is contracting for the personal and professional services of the Attorney. This contract may not be assigned or delegated to a third party without the approval of the County Manager or his or her designee. If the Attorney wishes to have a substitute attorney appear for him/her due to vacation, illness or personal family matter, then Attorney may do so and is responsible for paying for the substitute attorney. The use of a substitute is intended for very short durations on a non-recurring basis. Any use of a substitute attorney on a regular or recurring basis shall constitute an assignment or delegation unless agreed to by the County Manager or his or her designee.

11. REPORTING REQUIREMENTS.

A. Attorney shall make an annual report on or before July 31st of each calendar year to the Assistant County Manager covering all cases handled by his or her office during the preceding year in accordance with the provisions of NRS 260.070. Said report shall include a list, by name of defendant, of all cases assigned to Attorney during the preceding fiscal year or

current active cases previously assigned to Attorney indicating for each case the type of offenses involved and the manner and date of disposition.

B. Attorney shall maintain records of cases assigned and report such information on or before the 15th day of each month for activities during the preceding calendar month. Reports shall be in accordance with Reg. Sec. 46 of the Temporary Regulation of the Board of Indigent Defense Services. Attorney shall provide such other information as may be required by statute, court order or request from any State agency.

C. Attorney shall provide proof of completion of the On-Line Attorney Dependency Training required under subsection 2.C.

12. CONSTRUCTION OF CONTRACT.

This contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this contract shall be resolved by binding arbitration, with an arbiter to be selected from a list maintained by the Nevada Supreme Court of senior judges, with both parties to share the costs for the senior judge and any other related Court fees. Each party is responsible for their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this contract.

13. DELEGATION OF AUTHORITY.

The Assistant County Manager may by contract delegate the authority to oversee and implement the provisions of this contract to the Appointed Counsel Program Coordinator. The Program Coordinator shall work with the Assistant County Manager and courts assigning cases on a rotating basis among the contract Attorneys to ensure an equitable distribution; may order case reporting summaries from attorneys; approval of and overseeing the use of substitute attorneys for the contract Attorneys, and; all other properly related matters. The County reserves the right to maintain ultimate control over the terms and provisions of this Contract.

14. COMPLIANCE WITH APPLICABLE LAWS.

Attorney shall fully and completely comply with all applicable local state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including court rules and regulations.

15. INDEMNIFICATION.

Attorney agrees to indemnify and save and hold the County, its officers, agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Attorney or Attorney's agents or employees.

16. MODIFICATION OF CONTRACT.

This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by both parties upon approval of the Nye County Board of County Commissioners.

17. NOTICES.

All notices or other information that is to be submitted to a party shall be sent to the following addresses:

Nye County Assistant County Manager
P.O.153
Tonopah, NV 89049

James J. Ruggeroli, Esq.
2441 Tech Center Court, Suite 115
Las Vegas, NV 89128

IN WITNESS WHEREOF, the parties hereto have caused this contract for legal services for the Indigent Legal Services to be signed and intend to be legally bound thereby.

NYE COUNTY

CONTRACTOR

Signed by:

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Ron Boskovich
Board of County Commission Chair

DocuSigned by:

26272701C89B499...

James J. Ruggeroli, Esq.

2/26/2026

Date:

2/26/2026

Date:

18th Report of the Monitor
Davis v. State, Case No. 170C002271B
March 17, 2026

Appendix B

Nye County Onsite Visit Report
(February 9 & 12, 2026)

ONSITE VISIT REPORT

Nye County

Visit date: February 9 and 12, 2026:

I. Brief Narrative

Outreach and Compliance Advisor David Schieck traveled to Pahrump to observe both Justice Court and District Court Department 2 on February 9, 2026 and District Court Department 1 on February 12, 2026.

There were ten (10) in-custody defendants for the 9:00 Justice Court Department B calendar on February 9, 2026. The DA was Tannis Wright who arrived before 9:00. No defense attorney had appeared by 9:15 and Judge Foley was sitting waiting for counsel. I went looking to determine who was handling the in-custody for this week. I asked Phil Brown who was waiting outside of District Court and he checked a schedule and indicated he thought it was Karen Hanks and that she was in the building. I went back to Justice Court to inform the court that I was attempting to find counsel and Judge Foley indicated that he was told it was to be Nathan Gent. I then went back to District Court looking for Gent, who came out of District Court 2, and I asked if he was handling the calendar as the Court was waiting and he headed in that direction.

In later conversations, I was informed that Brent Percival was the in-custody attorney for this week, but had switched with Nathan Gent, and that Percival had covered for Gent last week. When I finally entered District Court 2 to observe, I learned that Percival had already appeared via Zoom from his office for his District Court case and that he was traveling to Elko for an appearance on Tuesday.

There exists a very loose system for covering for other attorneys and it seems to be on every type of case and appearance. This however does not excuse that the Judge and the DA and ten in-custody defendants had to sit and stare at each other waiting for the defense attorney to arrive to handle the calendar. When Gent finally appeared in Justice Court he could not have had any time to meet with or confer any of the defendants concerning their cases and it calls to mind previous reports where I have described a simple triage occurring on these cases as opposed to meaningful representation.

It is expected that the addition of the Appointed Counsel Administrator will alleviate

most of these issues once he is looped into the schedule and has input into the procedures and protocols that should be followed.

II. Facilities for Attorney-client privileged communications.

The Nye County plan designates the anteroom of Department 1 as the location for client/attorney meetings. On Thursday, the doors to the anteroom were open and being utilized by attorneys for meetings with clients as early as 8:30 when I arrived. On Monday the door was locked and the rooms were not being utilized. At the very least on District Court days (both Monday and Thursday) the doors to the anteroom should be open. Justice Court is at the end of the hallway, away from District Court, and has the attorney office and the waiting room that can be utilized for privileged communications. If counsel requests the anteroom to District Court Department 1, it should be made available on Tuesdays and Wednesdays. Even though criminal, calendars are heard in District Court on Mondays and Thursdays, other matters, including DCFS hearings, Drug Court and the Civil calendars are heard throughout the week such that staff is available to open the rooms if needed.

III. Issues with Appointed Conflict Counsel

Zoom appearances are becoming more common by appointed counsel on matters that require appearance before the court. Additionally there has been a gradual easing of the formality of the proceedings when appearing via Zoom. Walking through an airport while making an appearance is not appropriate. Robert Langford will be addressing this with the contract public defenders, however, it may be necessary to remind appointed conflict counsel of the Supreme Court directive on Zoom appearances. A number of attorneys have cases scattered all over the State and unless some decorum is maintained it may be necessary to limit specific attorneys to limited areas of the State. This is especially applicable to attorneys with full FTE contracts in one county making conflict hourly appointments across the State and only providing Zoom coverage in the contracted county.

IV. Interviews and Discussions with Attorneys

Public Defenders are still receiving 432B appointments on a regular basis. One attorney indicated she had been assigned four (4) contested cases in the last two weeks. The County has not yet removed the 432B requirement from the existing contracts, which could be done by mutual agreement, and the provision remains in the contracts of the new attorneys. I discussed with Robert Langford the need for the attorneys to log their time on 432B cases in order to consider offset against the amount reimbursed to Nye County. It was recently estimated at 20 to 25 hours per month per attorney, which is a significant

number of hours taken from the criminal caseload. This is disappointing after the positive steps that were announced at the last Board meeting. I have made inquiries of attorneys as to what process is used to select attorneys. They are notified with a copy of the Order of Appointment from ACORN (Advocates for Children of Rural Nevada) Advocate Coordinator Julie Schmidt. It appears that the Court is selecting counsel to be appointed and receiving no guidance or input from the attorneys, the County responsible for paying for the indigent representation, and certainly not from DIDS or anyone associated with DIDS. A copy of one order is attached hereto, redacted, but most notably containing language mandating that counsel maintain time logs and expense records for consideration by the Court in assessing fees and expenses against the parents. The order also does not indicate that any finding of indigency was made or the standard applied before appointing the contract public defender.

I met with Chief Deputy DA Keith Brower regarding the Settlement Conference program and he reported that a settlement had been reached in the Daniel Bills case (CR23-0243) that morning. He reports that the vast majority of cases that go to Settlement Conference settle and that the position of the DA's office is that negotiations should be in good faith toward reaching a resolution. The office does not utilize the Settlement Conference program to thwart the Court's discretion. Settlement Conferences are only utilized when there is a legitimate difference between the sides on the terms of a negotiation. With that said, there appears to be an inordinate number of cases going to settlement conference on Category B or lower level charges. The refusal of the District Court judges to accept binding plea agreements seems to be driving defense counsel to request Settlement Conferences to gain the benefit of assured results at sentencing. This is a contributing factor to the delay in obtaining Settlement Conferences.

In Esmeralda County a Settlement Conference in a pending capital case was held on February 4, 2026 and resulted in the case resolving. Senior Judge David Barker was the settlement judge in the Esmeralda case.

Receiving written Guilty Plea Agreements prior to the date of arraignment/plea is a continuing issue. A client cannot be expected to read, understand and formulate questions concerning plea agreements the morning of court while in a holding cell behind the courtroom. There is not sufficient privacy nor time for meaningful discourse. Judge Wanker is diligent in inquiring about the amount of time and circumstances to review the document before proceeding, but clients anxious to get a chance at release after entry of plea do not often express legitimate reasons to have more time with the agreement and counsel. A number of cases were observed where counsel received the GPA shortly before the start of court; went back into holding and emerged shortly thereafter with a signed GPA. In one case, counsel, even though he had the plea agreement for several days, requested more time to go over the GPA with the client before entry of the plea.

Another District Court involved entry of a plea with a guilty plea agreement that had been reviewed with prior counsel and then client FTA'd and entry of plea was delayed. New counsel was appointed but had not met with the client to go over the plea, but had talked with him briefly in holding. The Court was not comfortable with this situation and passed the case so counsel could meet and go over the GPA. Once this was accomplished the plea was entered. This case highlights problems addressed elsewhere with counsel not adequately going over plea agreements prior to the day of the plea. If the Court had not intervened and forced counsel to confer with the client, it is doubtful that the plea would have been knowingly and intelligently entered.

In two cases set for entry of plea in District Court Dept 1 on February 12, 2026 counsel at 8:45 were scrambling between District Court and Justice Court because the in-custody clients were being held in Justice Court holding, not District Court (explained as manpower issue for jail) and had just received the GPA's at 8:30 that morning. The pleas were entered in District Court, but it was questionable that the client had time to review and discuss the GPA before entry of the plea in his two cases.

An issue has arisen with Justice Court providing calendars to contract public defenders so they are aware when cases are on calendar. This seems to be a simple matter of emailing to a matrix for the next day's calendar and has been the practice in the past. In one case set in Justice Court on February 12, 2026, a case had been placed on calendar at the last minute on a bench warrant return and counsel had not been noticed of the hearing and did not appear. The attorney was in another jurisdiction and had no other cases on calendar that day.

Robert Langford and myself met with Nathan Gent during a break in the District Court calendar on February 12 and discussed the status of four cases on calendar before Judge Wanker. Gent had met with all four clients and had them sign consent/waivers. Three of the clients wanted to proceed with Gent and one indicated that she would be more comfortable with new counsel. Gent has notified DIDS of the need for replacement counsel.

V. Reporting Requirements

Despite best efforts at cajoling the attorneys to keep case notes and time slips current in Legal Server, it is not happening in the vast majority of the cases. Some attorneys are better than others and some just simply ignore the reporting requirement completely. Without this data it is impossible to determine real caseload issues and assess the quality of the representation being provided. Based solely on observations over the last two years, the amount of attorney time spent on cases does not match the value assigned by the caseload report. Much time and effort has been expended increasing the number of

attorneys in Nye County to match estimated caseload numbers. With the increase of the number of attorneys, the number of cases per attorney has declined. There has not been a corresponding increase in time devoted to cases that I have observed. Once the full caseload required number of attorneys are in place, adherence as close as possible to the Performance Standards adopted in the *Davis* order is necessary. The failure or refusal to keep track of time spent on a case makes it impossible to determine if the performance standards are being followed.

VI. Quality of Representation

One of the areas that I would expect to see improvement with reduced case numbers is client contact by counsel. I continue to see multiple occasions where the client does not appear or has not complied with court requirements without any explanation by counsel of efforts to contact the client or to stay in touch with the client concerning pending court appearances. This does not apply to all counsel, but seems to be a recurring theme, most often in Justice Court cases, however, one such case was in District Court on February 9, 2026. In that case, set for sentencing for the second time and with an Order to Show Cause in place, no representations were made concerning contact or lack of contact with the client, or if any efforts at all were made to have the out of custody client present. A bench warrant issued.

The failure to meet with or talk with in-custody clients prior to custody hearings is concerning. In order to advocate and litigate the *Valdez-Jimenez* standards for release, counsel should be aware of information concerning the client. In one case in Justice Court on February 12, 2026 counsel made no representations other than to have the client promise to appear and stay out of trouble if released. The client had to inform the court concerning her residence, ties to the community, employment prospects and community service she was doing, while counsel stayed seated and quiet at counsel table.

VII. Fair Judicial Treatment

Both Nye County District Court judges have public defender opponents in the general election. Notices have been received by Nathan Gent and Jason Earnest on the requirement to inform clients of the situation. Both were observed in compliance and making a record where necessary. There was no issue with either Judge on cases observed. One of Nathan Gent's clients, requested that another attorney be appointed out of an abundance of caution in a case for sentencing. The client was out of custody and the matter passed for two months for new counsel to be selected by DIDS and to meet with the client and prepare for sentencing. One of the other contract attorneys would be appropriate for selection.

VIII Next Steps

Several cases are set for jury trial in the next month, and the plan is to observe as much of the trials as possible. The trials are for Jherna Shahani (Chavez-Franco 3/16/26), Kelley Blatnik (Hubler 2/24/26) and Tom Gibson (Keller 3/16/26). I have not been able to observe a jury trial in Nye County over the last two years.

Continue to work with Appointed Counsel Coordinator Langford on scheduling, caseload, and other issues facing the contract public defenders.

Schedule a trip on the northern loop to Beatty and Tonopah.

Dated: February 15 2026

David Schieck

David Schieck

JAN 15 2023

Deputy

1 Case No: JV# 8970
2 Juvenile Department

3
4 IN THE JUVENILE DEPARTMENT
5 OF THE FIFTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
6 IN AND FOR THE COUNTY OF NYE
7

8 In the Matter of **ORDER APPOINTING COUNSEL**

9
10
11 **A Minor Child(ren)**
12

13 It appearing to the Court that the Child(ren) above-named is in need of protection under NRS
14 432.B.390 and are in the custody of the Nevada State Department of Human Resources,
15 Division of Child and Family Services and that , MOTHER, has requested that
16 appointment of counsel to represent her in all future stages of these proceedings.

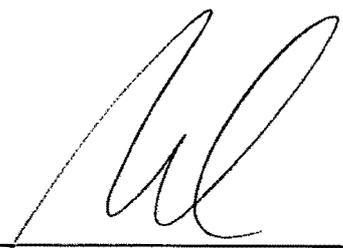
17 Now therefore, under the authority of NRS 432.B.420, it is ordered that JHERNA SHAHANI,
18 ESQ., Nye County Public Defender, be, and he hereby is, appointed to
19 MOTHER, in all future stages of these proceedings. The Office JHERNA SHAHANI, ESQ., the
20 Nye County Public Defender is ordered to maintain time logs and expense records in the
21 representation of such for consideration by the Court in assessing fees and expenses against
22 the parents of said child(ren) as provided in NRS 62E.300

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1 Pursuant to NRS 239B.030, the undersigned affirms that this document does not contain the
2 social security number of any person.

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4 IT IS SO ORDERED

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7 DATED: this 14th day of January, 2026.



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9 DISTRICT JUDGE

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18th Report of the Monitor
Davis v. State, Case No. 170C002271B
March 17, 2026

Appendix C

Nye County Visit
(March 7, 2026)



STATE OF NEVADA
DEPARTMENT OF INDIGENT DEFENSE SERVICES

751 Basque Way | Carson City, NV 89706-7934
Phone: (775) 687-8490 | dids.nv.gov

MEMORANDUM

DATE: March 7, 2026
TO: File; Professor M. Eve Hanan
FROM: Homa Sayyar, Deputy Director, Department of Indigent Defense Services
SUBJECT: NRS 180.440 Quarterly Status Reporting **Component Draft in Progress Re: Nye County Visit**

Nye County Counsel Administrator and Third Oversight Contract Attorney Agreements

Since the last BIDS meeting, major priority areas have included contracting for the third oversight attorney role and the Nye county counsel administrator. Both were in nascent stages for the last meeting and we are pleased to report an update that attorney Robert Langford's initial contract with the Department as Nye County Counsel Administrator was approved by the clerk of the board of the Governor's Finance Office on December 30, 2025 and David Neidert's initial contract with the Department as an oversight attorney was signed by the clerk of the board at the end of February. They are initial contracts as both will be followed by extensions that go to the full Board of Examiners for approval, but the priority was to start work given upcoming compliance deadlines and the extended timelines associated with BOE deadlines.

Nye County Update

Specific to Nye County, the prior January Board meeting was continued because the Nye County Commission meeting at which new contract attorneys were being approved was also continued through cooperation of DIDS and Nye County. While the county plan, as indicated previously, contemplates a committee convened to review applications and make recommendations to the Commission, there was not time to change course given the application period closed so soon after the Counsel Administrator came on board. Even so, Mr. Langford, Mr. Schieck, and I were able to attend the Commission meeting in person in Pahrump last month.

I traveled to Southern Nevada the evening of Monday, January 19 and attended Justice Court, District Court, the County Commission Meeting, and other meetings with stakeholders and indigent defense counsel in Pahrump from January 20 – January 22. Mr. Langford was in attendance all three days as well and Mr. Schieck was with us January 21 – January 22.

Overall, some items that have long been points of discussion remain challenging, but there are substantial good faith efforts to assist with underlying stressors (workloads, resources, etc.) that are promising. Defense counsel, both contract and conflict, were very welcoming and open to sharing feedback and observations of their own about areas of support needed. As Mr. Schieck has diligently reported and sought to address through his direct communication with attorneys in Nye County, there are fundamental issues related to opportunities and space for client communication, opportunities for adequate documentation and follow-up with clients and on cases, and conflicts that are ripe for education and support.

Questions loomed regarding whether Nye County would be under a future Corrective Action Plan, but positive steps including planning to solicit separately for 432B coverage and remove the requirement for that coverage from contract attorney agreements, approving 3 new contract attorney spots, and having an experienced mentor now in place (and hitting the ground running) in the form of the Counsel Administrator will be part of setting Nye County up for success.



There is a lack of access to space for indigent defense counsel to meet with clients privately, including the use of conference room space for prosecution witness preparation and waiting as well as the control of access behind locked doors. The shared attorney office space (key pad controlled) is small and the computer provided to allow access to records is limited to attorney access when the courthouse is closed. We also were informed that the access granted to indigent defense counsel is not at the same detail level afforded the District Attorney's office such that attorneys are not able to have complete minute or other information if they rely on that access alone. Attorneys informed us that DA staff can remote in and access records in the system on off hours and from other locations, but they were limited to only what they could access during the day and on

weekdays.

At one point, Mr. Langford and I met with an attorney in an ante room by an exit (a picture I took is included above – alt text: a long hallway with an exit door followed several feet further by another exit door, all with glass panels so that the outside is visible) because that was the only space for a semi-private discussion. The attorney did not wish to be identified as he relayed space issues because of a concern regarding retaliation by others in the building.

These notes are system-based in that many are things that defense counsel recognize and manage to the best of their abilities. These are also not unique to the county or unknown to the stakeholders I spoke with.

- Long days at court – in one courtroom there was no formal break for lunch and the only small breaks were for the court’s requirements (records, etc.) except one which was brought on by a dispute between counsel and client when the DA present suggested that the room be vacated so that they could speak off the record. This is complicated by late starts and competing calendars. Attorneys waiting in court would not then be able to take or make client phone calls and were not able to debrief with clients as much as they may otherwise.
 - o Calendaring and case order – grouping cases can be good and bad in that an attorney needing to get their cases heard so they can take care of other matters benefits from not having to stay in court longer, but it can hinder follow-up and communication with clients before, after, and even during hearings. One court appeared to take matters by how many cases an attorney had (fewer cases earlier in the calendar) but as a result there were hourly conflict attorneys waiting for hours while contract attorneys who are not hourly were seen sooner. Grouping cases seems necessitated by limited calendar options and overloaded dockets. When each case appears to take 20 minutes at least, having a 5-page calendar becomes an all day affair.
- Client communication and rapport building – in one matter a client actively argued with their counsel and in other matters an attorney put confidential discussions on the record to apparently make a record in favor of their effectiveness as counsel. For a matter involving moving along with a sentencing, a client expressed disagreement with a restitution request and proceeded to list the times they did take and keep items of value versus the matter being sentenced where they believed items were put back on a store shelf. Not only did the DA note that these appeared to be admissions of uncharged crimes, counsel argued on the record to the client that if items were perishable they could not be put on the shelf again and should be a part of restitution.
- Access to case information – as stated generally above, counsel reported they did not have access (aside from Legal Server or to limited information on the desktop

placed in the key coded attorney room) to case information such as minutes or other details. In one matter counsel asked for a continuance because they said they did not know the matter would be up that day (they were at court for other cases) and the client had been picked up on other charges just before the weekend.

- Adequate time to review discovery – in one matter an attorney not only settled a case they had been assigned 5 calendar days earlier, they included a pending matter they were not counsel on and the agreement was stringent. It did not appear likely or possible that counsel had a chance to meet with the client before that hearing or review the case(s) in play. The offer appeared to be made immediately at the start of the hearing and the in custody client, hearing that he could be released that day, was eager to agree to any terms. The client's singular priority was to be released and though he was asked during the canvass about his reasons for entering the given plea, he made remarks that highlighted release that day as his focus.
- Stand-in counsel and hearing coverage – interwoven through the foregoing points is how attorneys manage to be many places at once. Some of this is done through stand-in counsel but most clients reported that while they knew someone else would be at the hearing, they did not consult with that attorney. While this may work in a pinch for a continuance if it cannot be arranged prior to the hearing date/time, it was taking place for multiple substantive hearings. In one matter coverage counsel was not able to take steps on behalf of the client to preserve their dignity as they did not have history with the client and another attorney, noticing that the client was standing naked facing the gallery caught the attention of staff to ask that they assist the client in being covered.
- Co-defendant matters and conflicts – I observed multiple situations in just 3 days where conflicts were not adequately addressed either because they were not investigated or known or because they were disregarded. In one matter, an attorney covered a substantive hearing for Defendant A's attorney though that attorney represented Defendant B as well. They indicated as much on the record and the court allowed the hearing to proceed. In another matter I had occasion to speak with a member of the public who had been waiting all day for a matter. She shared that she was waiting for her fiancée and she was a co-defendant. She shared that defense counsel for her partner had been most helpful and communicative with her through the process. In the sentencing that followed, it was the DA who voiced concern about a no-contact direction as he had learned through my interaction that the fiancée and co-defendant were one and the same. Defense counsel appeared to know they were engaged but not that they were co-defendants.

- Initial charges – where charges were higher than ultimately resolved, it diverted the attention of counsel able to take felony matters where other qualified counsel could have served. This was something expressed by multiple attorneys and the issue came up during the Commission meeting as well, with one Commissioner’s hyperbolic remark that most cases were public urination allegations.
- Broad stay out of trouble orders – many directives to defendants appeared to not be calculated for success and did not seem to have a nexus with specific charges, increasing the likelihood that a settled matter would return to the docket before long. This affects attorney workloads and balancing because of reassignment to counsel with each additional charge.

18th Report of the Monitor
Davis v. State, Case No. 170C002271B
March 17, 2026

Appendix D

Memorandum of David Schieck
(December 24, 2025)

MEMORANDUM



To: PH; HS; BR
From: David Schieck
Date: December 24, 2025
Subject: Pahrump On Site Visit - Miscellaneous topics

On December 23, 2025 I attended Pahrump Justice Court law and motion calendar in Department B - Judge Foley. Attorneys present were Karen Hanks, Brent Percival and Tom Gibson. Mark Shockley appeared on one case with an appointment date of December 23, 2025. There was nothing remarkable or out of the ordinary with any of the cases heard. Karen Hanks was the on-duty deputy and will be handling the in custody 48 hour hearings on Christmas Day.

I was informed by Chief Deputy DA Keith Brower that, in accordance with the President's Order, Nye County offices would be closed on December 24 and 26. This would account for the need for a 48 hour hearing calendar on December 25 and then likely again on Saturday December 27

Previously I had reported that Mark Shockley had entered time slips in a case assigned to Tom Gibson and had queried whether Shockley was working on a Gibson case. (Omar Abdullah). I discussed this on December 23rd with Gibson and he stated that Shockley was not working for him or on any of his cases and should not have time slips entered in his case. This is consistent with the belief that it was an erroneous entry by Shockley using a wrong case ID number.

At my request, DA Brower arranged for me to meet with Captain Harry Means with respect to questions I had concerning the Pahrump Detention facility. While I was speaking with Captain Means, Sheriff Joe McGill came into the doorway and joined the conversation. My initial questions concerned records of attorney visits and whether such records are kept, and if kept, are they in an available format. I was informed that all attorney visits should be logged at the reception desk prior to visit and digitally maintained. If requested the record would be available.

Captain Means had the Monitor's 17th report with the reference to the lack of availability of computers for the inmates to view digital discovery. He advised that he had not been aware that the ICE computers were no longer in the facility and had made arrangements through Nye County IT to have a computer built

and formatted for inmate use. This is currently in progress and should be completed shortly. Means advised that each inmate is provided a tablet that can be used to communicate with counsel, view some discovery material, and can be used for video phone contact with the attorney. Some attorneys take advantage of this system to communicate with clients.

We then discussed issues concerning the closure of the Tonopah jail and impact on clients and cases. Captain Means, having read the Monitor's Report, knew the issues that I had raised in my reporting. He assured me that clients are provided with meals in Tonopah by use of frozen dinners or other comparable meals. He did not believe there was an issue of counsel being able to meet with clients as none of the attorneys are based in Tonopah. I emphasized that Judge Klapper had described having to hold her calendar to allow client meetings before Court because an attorney was not able to meet with the client on new developments. He assured me that the transports were not delaying court proceedings and that most often the transports took place the night before court. There is a strong sentiment in Tonopah to re-open the jail and that may be the onus of some of the issues I have previously reported.

I brought up the scenario where a case lasted more than a single day and the inherent problems of transporting a defendant to and from Pahrump every day and the impact on counsel preparing and on the client attentiveness. Captain Means stated that it had not happened yet where a case went more than one day (since the closure of the jail). If this occurred arrangements would be made to house the defendant in Tonopah and not drive him/her back and forth every day.

With respect to releasing a Tonopah arrestee in Pahrump, Sheriff McGill and Captain Means stated that there was a regular transport from Pahrump to Tonopah and if a released inmate indicated a need for a ride back to Pahrump he/she would be put on the next transport. This might entail a delay of several hours, but would be provided. They were aware of the recent situation involving defendant Hill being released in Pahrump with no way to return to Tonopah. Both had talked with Joni Eastley contemporaneous to the incident. Sheriff McGill was aware that Hill had been provided a ride arranged by Eastley and safely made it back to Tonopah. The closure of the Tonopah jail was a monetary decision made by the Board of County Commissioners and not the decision of the Sheriff. In my opinion, the Sheriff's office is aware of the problem with release of out of town inmates in Pahrump and is addressing the issue to prevent any future problems.

I requested to view the attorney visit rooms and Captain Means escorted me into the facility. There is a single room that can be used for a visit through glass, which can be utilized when there is no need to pass papers or obtain signatures. This room is used on a regular basis. For contact attorney visits there is a larger room with several tables and chairs which the attorneys can use for private

meetings with the client. There are large windows on the room so safety is not an issue. If that room is being used there are two other rooms that attorneys can use for confidential conferences with clients.

I was unable to connect with Lorinna Dellinger on December 23, 2025, playing phone tag during the day. I had hoped to report on the number of applicants on for the additional positions and the committee to make recommendations to the Board. This will have to wait until after the Christmas weekend.

Dated: December 24, 2025

David Schieck

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March 17, 2026

Appendix E

Lyon County Observations
(November 4-10, 2025)

Lyon County Observations November 4 – 10, 2025

11.04.2025: Fernley Justice Court Observations:

Kale Brock had 4 cases on calendar. Kale was present in court. Kale appeared prepared. 1 of the 4 cases was continued. Kale explained that he was only recently assigned this case. The client was out of custody and waived his right to a preliminary hearing within 15 days and misdemeanor trial within 60 days. The Pretrial and Status hearings were continued to 12/02/2025.

Patrick Mansfield had 30 cases on calendar. 2 of those cases were handled by **Nestor Marcial**. Both Patrick and Nestor appeared by video. 12 of those 30 cases were continued:

- 1 of the continuances was because the client is in residential treatment at the Vitality Center and Patrick has not been able to meet with her yet. The client was not present for the hearing.
- 1 case was continued because the client is currently in the hospital.
- 1 case was continued because the discovery was only recently received.
- 7 cases were continued because the defense is waiting on discovery.
- 1 case was resolved but the hearing was continued to 12/02/2025 for entry of plea and sentencing. 1 case was continued because the State has not filed a Criminal Complaint yet.
- 1 case was continued at the State's request with no opposition from the defense.

Christopher Day had 1 case on calendar. The case was covered by **Greg Wilkin**. Greg appeared by video. It was a sentencing hearing on a charge of Possession of Drug Paraphernalia. The client was in custody and appeared by video from the jail. The State and Greg recommended a 180 day suspended sentence with conditions and supervision. The client asked for time served. The court stated that the client has been in that court on at least 5 separate case for drug charges. The client has never wanted treatment, told the current evaluator that she does not want treatment, and is not asking for treatment today. Only the attorneys are asking for her to get treatment. The court sentenced the client to 180 days active jail with credit for time served.

11.05.2025 Dayton Justice Court Observations:

Patrick Mansfield had 6 clients on calendar. Only 5 of the cases were heard. 4 of those cases were covered by **Nestor Marcial** with Patrick also observing. Both Patrick and Nestor appeared by video. Patrick covered 1 hearing. 3 of the 5 cases were continued:

- 1 case was continued because the defense was waiting for discovery.
- 1 case was continued because the client had not returned Nestor's phone calls and had not made an appointment to discuss her case with counsel. The client, present in court, made an appointment to meet with Nestor on 11/06/2025.
- 1 case was continued because the client has not received his Substance Use Evaluation yet and the parties need additional time to work on a resolution.

After the 5th case was heard, and prior to the 6th case being called, the electricity/power went out in the courthouse (extremely windy weather resulted in the power outage). The remaining case was continued to another date.

Kale Brock had 19 clients on calendar today. None of the cases were heard due to the power outage. Ray Areshenko was present to assist Kale with the 19 clients. I do not know how many clients' cases were going to be covered by Ray. Both Kale and Ray were present in person at the courthouse.

11.06.2025: Walker River (Yerrington) Justice Court Observations:

Kale Brock had 26 clients on calendar today. Kale represented 19 of those clients in court. Carl Hylin represented 1 in court. 6 of the clients' cases were not called by the court (they may have been continued at the court clerk's window). Kale also covered 1 case for Richard Davies. Both Kale and Carl were present in person at the courthouse. 8 of Kale's cases were continued:

- 1 case was continued because the defense is waiting on discovery
- 2 cases were continued to have further time for negotiation.
- 2 cases were continued for the client to have more time to discuss and consider the settlement offer with Brock.
- 1 case was continued at Kale's request because he just met with the client for the first time today.
- 1 case was set for sentencing and continued because the client has not had time to obtain the Substance Use Evaluation required for the sentencing hearing. The client was in the hospital and only recently released.
- 1 case was continued so that new counsel can be assigned. Kale had a conflict of interest. Kale previously represented the alleged victim.

Carl Hylin covered 1 case for Kale Brock. That case was dismissed by the State. Carl was present in person at the courthouse.

Mario Walther had 2 clients on calendar today. Mario was present in person at the courthouse. 1 case was resolved with a guilty plea to a misdemeanor Possession of Drug Paraphernalia, a misdemeanor, and an agreement for a 6-month deferred sentencing with conditions of obtain a Substance Use Evaluation, follow all treatment recommendations, and violate no laws. The court followed the agreement. The other case was continued:

- 1 case was continued because the defense is waiting on discovery.

11.10.2025: Third Judicial District Court Department I:

Kale Brock had 7 clients on calendar today. Kale represented 3 of the clients. **Carl Hylin** represented 1 of the clients. **Ray Areshenko** represented 3 of the clients. Kale also represented 1 client for Patrick Mansfield. Kale, Carl, and Ray were all present in person at the courthouse.

- Carl's case was continued because the defense had not received the written Substance Use Evaluation required as part of the agreement for diversion.
- Ray's cases included: (1) a post-sentencing review hearing regarding the client's non-payment of fines, fees, and assessments. The client paid in full today. (2) An Arraignment that was continued because the client wanted more time to consider and discuss the settlement offer and guilty plea agreement with counsel. (3) An Arraignment that was continued because Ray was concerned about the client's mental state due to their discussion this morning.
- Brock's cases included: (1) Post-sentencing review hearing regarding the client's non-payment of fines, fees, and assessments. The client made 2 payments prior to today. The court and client set up a payment plan for the balance still owed. (2) Status hearing regarding a client waiting for transport to Lakes Crossing for a competency evaluation. Kale filed a motion to dismiss on 11/07/2025 based on the State's failure to transport the client to Lakes Crossing within a reasonable time. The motion is not ripe. The court continued the Status hearing and set a hearing on the motion for the same date of 12/01/2025. (3) Status hearing on competency of the client. The client was found competent and the case was remanded to the Justice Court for further proceedings.

Patrick Mansfield had 2 clients on calendar today. Patrick represented 1 of the clients. Kale represented 1 of the clients. Patrick appeared by video.

Christopher Day had 1 client on calendar today. Christopher appeared by video. The client had just been acquitted on 11/07/2025 on a charge of Possession of a Controlled

Substance after a 2-day jury trial. Today's hearing was on the probation violation allegations. The evidentiary hearing on the probation violation was set for 11/17/2025. The client, in custody, was released today on his own recognizance.

11.10.2025: Third Judicial District Court Department II:

Kale Brock had 6 clients on calendar today. I was only able to observe 3 of the 6 clients because I was still observing the Department I court session when Department II called 3 of the cases. Kale also covered 1 client's case for Patrick Mansfield. I observed Kale represent Patrick's client's hearing. Kale was present in person at the courthouse.

Karla Butko had 1 client on calendar today. Karla was present in person at the courthouse.

Jayme Martinez had 1 client on calendar today.

11.12.2025: Dayton Justice Court:

I plan to watch today's hearings. Kale Brock has 42 clients on calendar. Patrick Mansfield has 1 client on calendar. Christopher Day has 1 client on calendar. Samuel Figueroa has 1 client on calendar, Jesse Kalter has 1 client on calendar

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Appendix F
Douglas County Contract

CONTRACT FOR INDIGENT LEGAL SERVICES

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

Jason Gunnell, Esq. of J. Gunnell Law, LLC

This Contract for Indigent Legal Services (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada ("County"), and **Jason Gunnell, Esq.** ("Firm"). The County and Firm are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, County, from time to time, requires the professional services of independent contractors; and

WHEREAS, it is deemed that the services of Firm are both necessary and desirable and in the best interests of County; and

WHEREAS, Firm represents that Firm's attorneys are licensed to practice law in the State of Nevada, are in good standing with the State Bar of Nevada, and Firm duly qualified, equipped, staffed, ready, willing and able to perform and render the legal services required by the County.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Firm mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract will become effective January 1, 2026, and will remain in effect until **June 30, 2026**, unless earlier terminated pursuant to the terms of this Contract.

2. INDEPENDENT CONTRACTOR STATUS. The Parties agree that Firm, Firm's attorneys, associates and employees shall have the status of an independent contractors and that this Contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted, to the parties, including that the Firm's attorneys are not Douglas County employees and that there shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employees' retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

Firm and County agree to the following rights and obligations consistent with an independent contractor relationship between the Parties:

- a. Firm has the right to perform services for others during the term of this Agreement.
- b. Firm has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- c. Firm shall not be assigned a work location on County premises.
- d. Firm, at Firm's sole expense, will furnish all equipment and materials used to provide the services required by this Contract.
- e. Firm, at Firm's sole expense, has the right to hire associates and assistants as subcontractors, or to use Firm's employees to provide the services required by this Agreement.
- f. Firm or Firm's employees or contract personnel shall perform the services required by this Agreement, and Firm agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County shall not hire, supervise or pay any assistants to help Firm.
- g. Neither Firm nor the Firm's attorneys, employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.
- h. County shall not require Firm or Firm's employees or contract personnel to devote full time to performing the services required by this Agreement.

Firm further certifies the following:

- i. Contactor is licensed by the State Bar of Nevada to provide legal services to members of the public and agrees to maintain the required professional license to practice law in active status and in good standing for the State of Nevada.
- j. Firm understands that Firm is solely responsible to pay any federal and state taxes and/or any social security or related payments applicable to money received for services provided under the terms of this contract. Firm understands that an IRS Form 1099 will be filed by County for all payments County makes to Firm.

3. INDUSTRIAL INSURANCE. Firm agrees, as a precondition to the performance of any work under this Contract and as a precondition to any obligation of the County to make any payment under this Contract, Firm must provide an affidavit indicating that Firm is a sole proprietor and that:

A. In accordance with the provisions of NRS 616B.659, Attorney has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and

B. Is otherwise in compliance with those terms, conditions and provisions.

4. SERVICES TO BE PERFORMED. On an as-needed basis, the Firm will provide professional legal services including the following:

A. Firm will represent adult criminal defendants that a court in Douglas County has determined to be indigent. The representation will include all stages of the criminal proceedings including bail hearings and other court appearances, appeals and revocation of probation or parole, but not post-conviction proceedings.

B. Firm will provide legal representation for a child alleged to be delinquent or in need of supervision where a court orders the appointment in accordance with NRS Chapter 62A.

C. If at any time during the representation of a person the Firm has reason to believe the person is not indigent, Firm must immediately notify the court.

D. If, at any time during the representation of a person, the Firm has reason to believe that there is a legal ethical conflict with that representation, Firm must immediately notify the Court.

E. If a defendant who is requesting appointed counsel due to indigence has contacted Firm concerning retaining that Firm for representation, that Firm will not be obligated to accept that appointed case. Firm must notify the appropriate court, by letter, of the contact with the indigent defendant prior to the proposed appointment, and the next law firm in the rotation will be appointed.

F. Firm shall perform all duties required under the Nevada Revised Statutes and by the Nevada Department of Indigent Defense Services (“DIDS”) and Board of Indigent Defense Services (“BIDS”), including standards of performance, record keeping, time keeping and reporting requirements. However, in no event shall Firm be required to provide any information that would compromise client confidentiality, prejudice the rights or defense of any eligible client or violate any provision of the Nevada Rules of Professional Conduct.

G. Firm understands that DIDS, in collaboration with the National Center for State Courts (“NCSC”), performed a Rural Nevada Indigent Defense Services Weighted Caseload Study and submitted a Final Report in October 2023 that was subsequently adopted by BIDS on November 2, 2023. Although the County believes the BIDS Adopted Weighted Caseload Study is defective and requires additional study and revisions, for the purpose of this Contract, according to the BIDS Adopted Weighted Caseload Study, the case-related annual attorney year value is 1,392.6 hours per 1.0 full-time equivalent (“FTE”) attorney. Firm promises and agrees to commit up to **2,200 hours per year** for Firm and Firm’s attorneys, associates and employees to provide services under this Contract.

5. Standard Of Work.

A. In providing legal representation as set forth in Paragraph Four, Firm and Firm’s attorneys, associates and employees must provide those services in a professional, competent, and effective manner. This includes, but is not limited to, interviewing the client, appearing at all court hearings or providing coverage for those court hearings, filing all necessary motions or other legal documents and performing or supervising any necessary investigations.

Firm shall:

- (1) Provide zealous, competent representational services in all cases;
- (2) Comply with the requirements of the DIDS Standards of Performance;
- (3) Comply with the Nevada Indigent Defense Standards of Performance set forth in ADKT No. 41 of the Nevada Supreme Court;
- (4) Comply with all applicable laws and regulations;
- (5) Comply with the Nevada Rules of Professional Conduct (“NRPC”);

- (6) Comply with the Douglas County Plan for the Provision of Indigent Defense Services (attached as Exhibit "A");
- (7) Agree to not accept cases for which the Firm is not approved by DIDS; and
- (8) Agree to not accept any case if Firm's attorneys do not have the experience, qualifications, and sufficient time to accept the appointment or is otherwise unable to provide competent legal representation in compliance with NRPC, ADKT No. 41, DIDS Standards of Performance, and the requirements of this Contract.

B. Firm agrees to staff and maintain an office in Douglas County, Nevada. Firm agrees to furnish a telephone number for use after normal office hours in any emergency that may arise where Firm's services are requested pursuant to the terms of this Contract to the Justice Courts, District Courts and District Attorney. The expense of office space, furniture, equipment, supplies, routine investigative costs and secretarial services suitable for the conduct of Firm's practice as required by this Contract are the sole responsibility of Firm and are a part of Firm's compensation pursuant to Paragraph 6 of the Contract.

C. Firm's attorneys may engage in the private practice of law which does not conflict with Firm's professional services required pursuant to this contract.

D. Because Firm is an independent contractor for Douglas County, the Firm's attorneys and employees promise and agree to not sue, be a party to, or assist in any lawsuit against Douglas County.

E. Firm agrees to furnish to County a copy of the DIDS Eligible Provider Approval Letter (Exhibit "B") verifying the category of cases each of the Firm's attorneys are authorized to accept.

6. PAYMENT FOR SERVICES.

A. Firm agrees to provide the services set forth in Paragraph 4 at a cost not to exceed **One Hundred and Thirty-Two Thousand Five Hundred Dollars** (\$132,500.00) through the term of this Contract ("Base Compensation"). Payment of Firm's base pay will be made by the County to the Firm in two quarterly payments of \$66,250.00 to be paid on or before January 1, 2026 and April 1, 2026.

B. In addition to Firm's Base Compensation, Firm will be compensated for any weekend or holiday that a Firm attorney attends, or is required to be available (i.e., on standby), to attend weekend arraignment/pretrial release hearings at the rate of \$450.00 per day.

C. The Firm may secure payment for investigative costs, expert witness fees, forensic services, translators, laboratory analysis, or other legally necessary services if authorized in advance by the Director of Indigent Defense. Firm understands and agrees that the reimbursement of these costs is subject to the limits and requirements of NRS 7.135. Firm agrees to submit invoices within ten days of the end of the prior month in which any costs or other expenses were incurred and for which reimbursement is requested from the County. County will pay invoices it receives within a reasonable time. However, in no event will Firm be reimbursed or receive payment for travel expenses or any form of per diem expense.

D. The compensation specified above is in lieu of the statutorily prescribed fees codified in NRS 7.125. However, the Court may, for the reasons specified in NRS 7.125(4), award extraordinary fees to Firm in a particular matter, which are over and above the compensation specified provided that the statutorily prescribed procedures contained in Nevada law, including NRS 7.125(4), are complied with.

E. Firm agrees to submit invoices within ten days of the end of the prior month for the legal services provided to County, including any weekend or holiday hearings for which Firm seeks payment. County will pay invoices it receives within a reasonable time. A 1099 Miscellaneous Income Form will be issued by County to Firm at year-end for all amounts paid by County to Firm.

7. TERMINATION OF CONTRACT.

A. Either Party may terminate this Contract without cause, provided that a termination shall not be effective until 90 calendar days after the Party has served written notice upon the other Party. All monies due and owing up to the point of termination of the Contract shall be paid by County, and all pending cases that were produced for this Contract must be immediately turned over to the Court for re-assignment. If terminated, the total compensation of the Firm will be reduced to the proportionate number of days worked by the Firm. The Firm must reimburse the County for any funds received to which Firm is not entitled due to the termination of the Contract.

B. If Firm should be unable to perform any or all of the duties required by reason of illness, accident or other cause beyond Firm's control, including any required absence from Douglas County, Nevada due to required U.S. Air Force Reserve obligations, and the disability exists for a period beyond ten (10) judicial days, Firm must provide, at Firm's own expense, a substitute attorney (which could include other contract attorneys) to perform the duties of the Firm during the term of disability. If the disability is permanent, irreparable, or of such nature as to make the performance of the Firm's duties impossible, or the disability continues beyond forty (40) judicial days, the County may, at its discretion, terminate this Contract, and the respective duties, rights and obligations of this Contract will terminate.

C. Pursuant to 50 U.S.C. § 3918, (a) and (b)(1)(A), Firm's attorney, Jason Gunnell, hereby explicitly provides his written waiver of his right to modify, terminate, or cancel this Contract under the Servicemembers Civil Relief Act (SCRA) except as specifically provided herein. If Jason Gunnell is unable to personally perform his duties under the Contract due to his being involuntarily mobilized to active duty within the United States Armed Forces, he must provide written notice, and a copy of any mobilization orders, to the Director of Indigent Defense as soon as practicable and otherwise comply with the requirements of Paragraph 7(B) (substitute attorney).

8. PROFESSIONAL LICENSE. Firm agrees to maintain the Firm's attorneys' professional license to practice law in active status and in good standing with the State of Nevada. Firm promises and agrees to notify the County Manager and the Director of Indigent Defense if an attorney with the Firm is brought before the State Bar of Nevada on any ethics charge or if a Firm attorney is arrested for any crime. Failure to maintain this license to practice law will result in the immediate termination of this Contract.

9. GENERAL LIABILITY INSURANCE. Douglas County's liability coverage will not extend to the Firm and Firm is required to acquire and maintain general liability insurance in the minimum amount of \$1,000,000 during the term of this Contract at Firm's sole expense. Proof of insurance must be sent to the Douglas County Manager. Such proof of insurance must be provided at least annually throughout the term of this Contract and Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance.

10. LEGAL MALPRACTICE INSURANCE. Firm agrees to acquire and maintain malpractice insurance in the minimum amount of \$250,000 per claim and \$500,000 aggregate claims during the term of this Contract at Firm's sole expense. Proof of malpractice insurance must be sent to the County within five (5) business days upon request. Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such malpractice insurance.

11. NONAPPROPRIATION. Nothing in the Contract will be construed to provide Firm with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Firm will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Firm. Firm will have no claim of any sort to the unexpended funds.

12. CONSTRUCTION OF CONTRACT. The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. The Parties mutually agree to not seek punitive damages against either Party. The Contract Documents consist of this document, and Attachment A. The Parties agree to be bound by the terms, conditions and specifications set forth in all Contract Documents, except as specifically modified or amended. The terms of the Contract shall, to the extent reasonably practical, be read as complimentary to one another. In the event of an irreconcilable conflict between the terms of the Contract Documents, the terms of this document shall prevail, thereafter the terms of Attachment A.

13. COMPLIANCE WITH APPLICABLE LAWS. Firm promises and agrees to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws. County will not waive and intends to assert all available NRS chapter 41 liability limitations.

14. ASSIGNMENT. Firm will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the Director of Indigent Defense and must meet the qualifications under the Nevada Department of Indigent Services to represent the charged individual. If the Firm

wishes to have a substitute attorney appear for the Firm due to vacation, illness or personal family matter, then the Firm may do so and is responsible for paying the substitute attorney. There is no requirement to have the Director of Indigent Defense approve such substitution if the substitution is for less than twenty-five judicial days per calendar year.

15. COUNTY INSPECTION. The accounting records and expense invoices of Firm related to the Contract will be subject to inspection, examination and audit by the County, including by the County Manager and Chief Financial Officer, to audit and verify the expenses claimed by Firm.

16. DELEGATION OF AUTHORITY. The Judges of the Ninth Judicial District Court and the Justices of the two Townships are expressly designated the authority to oversee and implement the provisions of this Contract. Such designations include the development of factors for determining whether a person is indigent and all other properly related matters related to the appointment of indigent defense counsel. The Director of Indigent Defense is expressly designated the authority to oversee and implement the provisions of this Contract. This authority includes the assigning of cases on a rotating basis among attorneys to ensure an equitable distribution, ordering/requiring monthly time summaries from attorneys, and preparing vouchers for the quarterly payments due to Firm. However, the County reserves the right to maintain ultimate control over the terms and provisions of this Contract.

17. INDEMNIFICATION OF COUNTY. To the fullest extent permitted by law, Firm and its principals shall indemnify, hold harmless and defend County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Firm, its officers, employees and agents arising from or relating to this Contract. Firm will defend, hold harmless and/or indemnify County against such claims. Notwithstanding the obligation of Firm to defend County as set forth in this paragraph, County may elect to participate in the defense of any claim brought against County because of the conduct of Firm, its officers, employees and agents. Such participation will be at County's own expense and County shall be responsible for the payment of its own attorney's fees it incurs in participating in its own defense.

18. MODIFICATION OF CONTRACT. The Contract and any attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

19. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this Contract.

20. STANDARD OF CARE. Firm, its attorneys, agents and employees will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of the legal profession currently practicing under similar conditions and in compliance with the standards established by the Nevada Department of Indigent Defense Services and as required under the terms of this Contract.

21. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party, or to otherwise allow a third party to assert a cause of action against either Firm or County.

22. NOTICES. All formal notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To County: Douglas County
Attn. County Manager
Post Office Box 218
Minden, Nevada 89423
Telephone: (775) 782-9821

To Firm: Jason Gunnell, Esq.
J. Gunnell Law, LLC
1662 N U.S. Highway 395, Suite 105
Minden, Nevada 89423
Telephone (702) 643-6055

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

J. Gunnell Law, LLC

By: Jason Gunnell Oct 16, 2025
Jason Gunnell, Esq. (Date)

Douglas County

By: Jennifer Davidson 11/17/25
Jennifer Davidson (Date)
County Manager

Joe Lombardo
Governor



Peter Handy
Executive Director

Brenda Roberts
Deputy Director

Homa Sayyar
Deputy Director

STATE OF NEVADA
DEPARTMENT OF INDIGENT DEFENSE SERVICES

751 Basque Way | Carson City, NV 89706-7934
Phone: (775) 687-8490 | dids.nv.gov

August 22, 2025

Jason Gunnell
1929 Gentle Bluff Ct.
North Las Vegas, NV 89084

Sent via email to jgunnell07@gmail.com

RE: Application for list of eligible providers

Dear Mr. Gunnell,

Thank you for submitting your application for inclusion on the Department's list of eligible indigent defense providers. Selection of indigent defense counsel will proceed as indicated in each County's plan, which can be found on the Department's website under Information by County. The counties in which you have opted to consider representing indigent defendants are listed below.

Date of Application: August 18, 2025.

Jurisdictions requested: Douglas County. **You may update this list at any time by contacting the Department.**

Categories Approved: (1) Misdemeanor; (2) Gross Misdemeanor and Category E, D, C, and B (for which the maximum penalty is 10 years or less) felonies; (3) Category B (for which the maximum penalty is more than 10 years) and non-capital Category A felonies; and (4) Direct Appeal, Non-Capital.

If you disagree with this determination, you may submit a request for reconsideration within 30 days of receipt of this notice. Please include the basis for the reconsideration in the request. The Board on Indigent Defense Services will review any request for reconsideration submitted at the next scheduled meeting.

Please note that section 37(2) of the Regulations of the Board on Indigent Defense Services requires indigent defense providers to complete each year "a minimum of 5 hours

of CLE courses relevant to indigent defense services” and to submit proof thereof by January 1 of the following year in the form of “the annual transcript for the attorney from the Board of Continuing Legal Education of the State Bar of Nevada.” You may email the transcript to didscontact@dids.nv.gov or mail it to the address on our website (dids.nv.gov).

Sincerely,

/s/ Brenda Roberts
Brenda Roberts
Deputy Director



The Douglas County Plan for the Provision of Indigent Defense Services

Adopted 6/05/2025

The Indigent Defense Services Plan ("Plan") of Douglas County provides a plan for when counsel is required to be appointed for persons to whom indigent defense services may be provided under section 180.004 of the Nevada Revised Statutes ("NRS"). This Plan is designed to meet the requirements of NRS 260.070(2) and to comply with the Nevada Supreme Court Rule Change ("ADKT") No. 411, dated October 15, 2008.

I. RECITALS

- A. The Board of Indigent Defense Services ("BIDS") requires Douglas County ("County") to amend its adopted Plan for Indigent Defense Services to include a plan for how the County intends to comply with BIDS' National Center for State Courts ("NCSC") Workload Study by November 1, 2024. Douglas County has significant concerns regarding the methodology used and the conclusions reached in the NCSC Workload Study. Rather than basing the adopted standards on an independent review and evaluation of the quality of legal services provided in each jurisdiction, the BIDS instead chose to adopt a maximum workload standard of 1,392 hours per full time equivalent (FTE) contract attorney and to set a minimum number of FTE units for each county.
- B. Douglas County also has significant concerns about a state agency having the power to authorize the expenditure of county funds or dictate or override the autonomy of the elected or appointed officials of a Nevada county. As such, this plan is not intended to authorize any expenditures of county funds that are not authorized by elected or appointed persons in Douglas County. It is not the desire or purpose of the Douglas County Board of County Commissioners to authorize a state agency to expend county monies.
- C. The functioning of the broader representation and defense services in Douglas County relies upon Appointed Attorney representing parents in NRS Chapter 432B (Child Abuse and Neglect) actions. Portions of this Plan are contingent upon the State of Nevada paying for the increases in the budgetary amounts caused by the adoption of this Plan. In the event that the State of Nevada does not authorize the increase in expenditures, portions of this Plan may be eliminated.

II. STATEMENT OF POLICY

A. Authorities:

- 1. NRS 7.25.
- 2. NRS 180.320(2).
- 3. Nevada Department of Indigent Defense Temporary Regulation Section 23.

4. *In the Matter of the Review of Issues Concerning Representation of Indigent Defendants in Criminal and Juvenile Delinquency Cases*, ADKT No. 411.

B. Objectives

The objective of this Plan is to continue to provide for equality before the law for all persons. Therefore, this Plan shall be administered so that those accused of crime, or otherwise eligible for services of Appointed Attorney, will not be deprived of any clement of representation necessary to an adequate defense because the accused are financially unable to pay for adequate representation. The Plan, and any attorneys providing indigent defense services pursuant to this Plan, must be free from political and undue budgetary influence and be subject to judicial supervision only in the same manner and to the same extent as retained counsel or a prosecuting attorney.

III. DEFINITIONS

- A. "Appointed Attorney" includes private attorneys, both contracted and hourly.
- B. "Director of Indigent Defense Services" or "Director" performs such duties and responsibilities as assigned by the County Manager as are reasonably necessary to oversee Douglas County's indigent defense program including assigning cases on a rotating basis among the contract Appointed Attorneys to ensure competent legal representation; monitoring case reporting requirements from attorneys; approving of and overseeing the use of substitute attorneys for the contract Appointed Attorneys; and all other properly related matters. As the Department of Indigent Defense Services' ("DIDS") designee, this position will work in coordination with DIDS to ensure requested data is provided to DIDS.
- C. "Representation" includes counsel and investigative, expert, and other services.

IV. PROVISIONS OF REPRESENTATION

- A. Mandatory: Douglas County shall provide representation for any financially eligible person who:
 1. is charged with a felony or gross misdemeanor;
 2. is charged with a misdemeanor where jail time is mandatory or the prosecutor is seeking jail time;
 3. is alleged to have violated probation or other court supervision and jail time or a sentence of confinement may be imposed;

4. is a juvenile alleged to have committed an act of delinquency or alleged to be a child in need of supervision;
 5. is party to a dependency case where termination of rights is a possibility;
 6. is subject to commitment pursuant to NRS 433A.310;
 7. is in custody as a material witness;
 8. is entitled to appointment of counsel under the Sixth Amendment to the U.S. Constitution or any provision of the Nevada Constitution, or when due process requires the appointment, or the judge is likely to impose jail time;
 9. faces loss of liberty in a case and Nevada law requires the appointment of counsel;
 10. faces loss of liberty for criminal contempt;
 11. has received notice that a grand jury is considering charges against him or her and requests appointment of counsel.
- B. Discretionary: Whenever a court determines that the interests of justice so require, representation may be provided for any financially eligible person who:
1. is charged with a misdemeanor, infraction or code violation for which a sentence of confinement is authorized;
 2. is a party to a dependency case in which termination of parental rights is a possibility;
 3. is or has been called as a witness before a grand jury, a court, or any agency which has the power to compel testimony, and there is reason to believe, either prior to or during testimony, that the witness could be subject to criminal prosecution, a civil or criminal contempt proceeding, or face loss of liberty;
 4. any other case in which the court determines in the interest of justice appointment of counsel is appropriate.
- C. Timing of Appointment of Counsel: An Appointed Attorney shall be provided to eligible persons:
1. within 72 hours as soon as feasible after the individual's first appearance before a judge; or
 2. when they are formally charged or notified of charges if formal charges are sealed; or

3. when a Justice of the Peace or District Judge otherwise considers appointment of counsel appropriate.

D. Number and Qualifications of Appointed Attorney:

1. Appointment: One attorney shall be appointed consistent with Section 4 and 5 herein, except Capital Cases;
2. Notice to DIDS: The Director of Indigent Defense shall, as soon as possible, refer all open murder cases which are reasonably believed to result in a Capital Case to the State Office of the Public Defender for representation in accordance with Nevada Supreme Court Rule 250;
3. Notice to DIDS: The Director of Indigent Defense shall also refer all appellate and parole violation cases to the State Office of the Public Defender for representation as soon as possible.

E. Eligibility for Appointed Representation:

1. Financial Eligibility:

- (a) a person shall be deemed "indigent" who is unable, without "substantial hardship" to himself or his dependents, to obtain competent, qualified legal counsel on his or her own;
 - (b) "substantial hardship" is presumptively determined to include all defendants who receive public assistance, such as Food Stamps, Temporary Assistance for Needy Families, Medicaid, Disability Insurance, reside in public housing, or earn less than 200 percent of the Federal Poverty Guideline;
 - (c) a defendant is presumed to have a "substantial hardship" if he or she is currently service a sentence in a correctional institution or housed in a mental health facility or is a minor;
 - (d) defendants not falling below the presumptive threshold for indigency will be subject to a more rigorous screening process to determine if the accused's particular circumstances, including seriousness of charges being faced, monthly expenses, and local private counsel rates, would result in a "substantial hardship" were they required to retain private counsel.
2. Screening for Eligibility: Within 48 hours, the Court Administration, or Director of Indigent Defense, shall conduct screening for financial eligibility and provide a recommendation to the court with regard to eligibility of the defendant for the services of an Appointed Attorney based upon the provisions set forth above. An

Appointed Attorney may assist in supplying information during the screening but shall not be asked to decide or recommend eligibility.

3. Automatic Eligibility: A minor alleged to have committed an act of juvenile delinquency, or alleged to be a child in need of supervision is automatically eligible for an Appointed Attorney because the presumption of indigency always accompanies any charges filed against a minor.

V. APPOINTMENT OF PRIVATE ATTORNEYS

A. System of Selection for Court Appointed Attorneys

1. As required, but not less than every three (3) years, Douglas County will recruit qualified attorneys, that meet the standards of BIDS, to provide indigent defense services on a contract basis.
2. Recruitment will take place during the spring or as required, with annual contracts beginning July 1st of each fiscal year.
3. Attorneys interested in providing indigent defense services on a contract basis will provide Letters of Interest to the Director of the Department of Indigent Defense and complete the Rural County Application for List of Qualified and Appointed Attorney maintained by DIDS for consideration.
4. Attorneys must demonstrate compliance with the standards and regulations of BIDS pertaining to training, education, and qualifications by submitting an application to DIDS.
5. The Appointed Attorney Selection Committee ("AASC") will consist of the Director of Indigent Defense, the County Manager, and no less than three members selected by the County Manager. The AASC shall review the qualifications of applicants for contract or hourly appointments, review the list of attorneys from which appointments are made in hourly cases, and determine which attorneys shall be recommended to the Douglas County Board of Commissioners for appointments.
6. The AASC shall be made up of no less than three (3) members who:
 - (a) have no pecuniary interest in the outcome of the attorney selection or performance evaluation process;
 - (b) have no legal, financial or familial relationship to any attorney whose qualification or performance will be evaluated;
 - (c) are not directly related to the judiciary or any prosecution function; and

(d) have an interest in the variety of types of cases that are represented by the appointed counsel lists to be selected by the AASC.

7. On an ongoing basis, the AASC shall:

(a) meet at least once a year and shall solicit input from judges, and others familiar with the practice of criminal defense, juvenile law and family law where appointed counsel are utilized;

(b) review any complaints from clients;

(c) review the history of participation in training of each applicant and each contract or hourly attorney receiving appointments;

(d) determine eligibility and recommendation of appointed counsel for new and continued participation; and

(e) bring forward recommendations to the Board of County Commissioners regarding the need for additional Appointed Attorney Contracts and possible changes to the Douglas County Plan for the Provision of Indigent Defense Services as necessary.

8. While an Appointed Attorney may receive assistance from associate attorneys, participants in a mentorship program, or other attorneys deemed qualified by the AASC, in carrying out his/her responsibilities, Appointed Attorneys cannot delegate responsibilities for representation to another attorney. All substantive court appearances must be made by an attorney who has been determined to be qualified by the AASC.

9. Complaints from clients, judges or the public about representation by an Appointed Attorney shall be transmitted to the Director for consideration by the AASC in evaluation of Appointed Attorney.

B. Contract Attorneys

1. Douglas County shall contract for the appointment of qualified attorneys;

2. Douglas County Appointed Attorney compensation may be based on a flat fee, an hourly basis, or a combination of both. If the contract is based on a flat fee, the contract should consider, but not be limited to, the following factors:

(a) the average overhead for criminal defense practitioners in the locality;

(b) the number of assignments expected under the contract;

- (c) the hourly rate paid for all Appointed Attorneys;
 - (d) ensure the Appointed Attorney will comply with the Nevada Rules of Professional Conduct, including the duty of diligence (NRPC Rule 1.3) and competence (NRPC Rule 1.1);
 - (e) allow for the modification of attorney's fees for extraordinary cases;
 - (f) allow for investigative and expert witness fees; and
 - (g) the ability of the Appointed Attorney to comply with the Performance Standards for Appointed Attorney as adopted and amended by the Nevada Supreme Court.
3. Douglas County shall contract with attorneys as an Appointed Attorney only after the attorney has been qualified by the AASC. Because there is currently an urgent need for qualified indigent defense counsel in several rural counties across the state, if the county is unable to recruit sufficient qualified Court Appointed Attorneys, the county will continue to recruit for qualified attorneys until such time a selection can be made;
 4. The contract must be subject to termination annually or sooner, if determined by the AASC that an Appointed Attorney is not abiding by the standard guidelines for qualification of appointed counsel;
 5. The payment of fees and expenses of contracted an Appointed Attorney by Douglas County shall be governed by contract between counsel and Douglas County.
 6. The contract shall exclude appointment in cases with the potential of a life sentence and capital cases.

C. Hourly and Capital Case Attorneys:

1. If an Appointed Attorney cannot handle the case, or the Director of Indigent Defense Services determines the case is not appropriate for an Appointed Attorney to handle, alternative legal representation will be selected by the Director of Indigent Defense Services as follows:
 - (a) The Director of Indigent Defense Services shall select an alternative Appointed Attorney, in consecutive order, from the hourly list.
 - (b) However, if the nature of the case requires that lead counsel be selected from a Capital Case qualified list, the Director of Indigent Defense Services shall immediately appoint an attorney from that list for representation in accordance with Nevada Supreme Court Rule 250.
2. The payment of fees and expenses of Hourly and Capital Case appointed attorneys

shall be approved by the Director of Indigent Defense Services.

- (a) Such invoices shall be submitted no later than ten days after the end of the month in which the services were rendered.
 - (b) The Director shall approve for payment all reasonable attorney's fees requested. In reviewing for reasonableness, the Director may consider factors such as: the average case times as determined by workload analysis, time and skill required, complexity of the case, and experience and ability of the Appointed Attorney. The Director may request additional information where necessary. In the event the Director denies or modifies the request, an explanation shall be provided to the Appointed Attorney, with a copy to the County Manager and DIDS, explaining why the denied portion of an invoice was not reasonable.
- D. Compensation of Court Appointed Attorney: Douglas County agrees to pay contract attorneys and/or panels of private attorneys at a rate equal to the prevailing hourly compensation rate for attorneys appointed to the Criminal Justice Act Panel at the time such services are provided, or a higher rate as warranted by complexity of a case or scarcity of available qualified attorneys. The County will make the payment to contract attorneys and/or panels of private attorneys on a quarterly basis on the first day of the first month of the quarter.
- E. Conflict of Interest Checks: Appointed Attorney shall, as soon as practicable, upon appointment, conduct a conflict check determining if any conflict of interest exists that would prevent representation of the defendant. If appointed, counsel determines that such a conflict exists, the Appointed Attorney shall bring this information as soon as possible to the relevant court. In no instance, shall a single attorney or law firm be appointed to represent co-defendants in a case. The Douglas County District Attorney's office shall have no authority to determine or recommend whether or not the Appointed Attorney has a conflict of interest.
- F. Payment of Fees and Expenses of Appointed Attorney: Douglas County agrees to budget for case-related expenses in the amount of \$100,000. Attorneys may secure reimbursement for extraordinary investigative costs, expert witness fees or other necessary services. Any payment for extraordinary costs or fees shall be paid only when submitted and approved by the Director of Indigent Defense Services.
- I. Insofar as Case-Related Expenses are incurred in providing services to Eligible Clients, the following procedures shall apply:
- (a) Pre-authorization: Case-Related Expenses expected to exceed two thousand five hundred dollars shall be submitted to the Director for pre-authorization.
 - (b) The request shall include an explanation of why the expense is reasonably necessary to provide Representational Services

2. Reasonableness Review: All Case-Related Expenses are subject to the Director's review for reasonableness. Invoices shall be submitted for such review no later than thirty days following the termination of the representation. Any requests for expenses not timely submitted shall be waived.
- G. Privileged Communications: County facilities housing or holding indigent defendants or criminal detainees will provide accommodations for confidential or otherwise privileged communications between indigent criminal defense client and Appointed Attorney.
1. Within the Judicial Law Enforcement Center (JLEC) in Minden, private meeting rooms are available for meetings between an Appointed Attorney and clients that is not monitored or recorded, surreptitiously, accidentally, or in any fashion, that would violate attorney-client privilege.
 2. Within the Tahoe Township Justice Court in Stateline, private meeting rooms are available for meetings between an Appointed Attorney and clients that is not monitored or recorded, surreptitiously, accidentally, or in any fashion, that would violate attorney-client privilege.
- H. Complaints by Clients: Appointed Attorney shall maintain a system for receipt and review of written complaints made by clients. Appointed Attorney shall make publicly available the policy and procedure for receiving and reviewing written complaints. This system shall not interfere with a person's ability to avail themselves of the complaint process provided by DIDS or the State Bar of Nevada.

VI. TRAINING

- A. Appointed Attorney must meet all requirements for training and experience as promulgated by DIDS regulations.

VII. DUTIES OF INDIGENT DEFENSE COUNSEL

- A. Standards of Performance. Services rendered by Appointed Attorney shall be commensurate with those rendered if counsel privately employed by a person. Representation shall be provided in a professional, skilled manner guided by applicable regulations; laws; Nevada Rules of Professional Conduct; and the Nevada Indigent Defense Standards of Performance adopted by the October 16, 2008 Nevada Supreme Court Order in Administrative Docket 411, or the same as may be amended. Additionally, Appointed Attorney must advise all clients not to waive any substantive rights or plead guilty at the initial appearance, unless doing so is the client's best interest. Appointed Attorney must make all reasonable efforts to meet with the client within seven days following the assignment of the case and every thirty days thereafter unless there are no significant updates in the client's case.

- B. Continuity of Representation: Douglas County shall, to the greatest extent possible, provide consistency in the representation of indigent defendants so that the same Appointed Attorney represents a defendant through every state of the case without delegating the representation to others, except that administrative and other tasks that do not affect the rights of the defendant.
- C. Workload Standard: The workload of an Appointed Attorney must allow the Appointed Attorney to give each client the time and effort necessary to ensure effective representation. Any Appointed Attorney who provides indigent defense services shall not accept a workload that, by reason of its excessive size, interferes with the Appointed Attorney's competence, diligence, or representation of clients. Douglas County will provide the maximum workload guidelines as determined by the Board of Indigent Defense Services and the data collection responsibilities of the attorney.
- D. In Custody Arraignments: The Director of Indigent Defense Services shall ensure the provision of Representational Services for all Eligible Clients who are in custody and require a bail hearing. If the Director is unable to assign an attorney to be present at initial appearances and arraignments, the Director may be present. Either the assigned Appointed Attorney or Director must be prepared to address appropriate release conditions in accordance with relevant statute, rules of criminal procedure and case law. If the Director provides these services, the Director should, to the extent possible, discuss only matters pertaining to the initial appearance or arraignment to avoid creating a conflict of interest. A timely initial appearance or arraignment must not be delayed pending a determination of the indigency of the defendant. This plan ensures the presence of legal counsel at all other critical stages, whether in or out of court.
- E. No Receipt of Other Payment: Appointed Attorney may not require, request, or accept any payment or promise of payment, or any other valuable consideration, for providing legal representation under the appointment unless such payment is approved by order of the court.
- F. Private Practice of Law: An Appointed Attorney may engage in the private practice of law which does not conflict with attorney's professional services required pursuant to the contract.
- G. Use of Client Surveys: Appointed Attorney shall maintain a system for providing Client Surveys to their clients. Appointed Attorney shall make publicly available the policy and procedure for providing surveys. This system shall not interfere with a person's ability to avail themselves of the Client Survey form provided by DIDS.
- H. Caseload Reporting: Appointed Attorney shall report caseload data and times as promulgated in DIDS' regulations.

VIII. DIRECTOR OF INDIGENT DEFENSE SERVICES

A. Selection: Douglas County has created a Department of Indigent Defense Services and has hired an attorney licensed with the Nevada State, experienced in Criminal Defense to serve as Director of said Department of Indigent Defense Services. The Director will have decision making authority, independent of influence in any matters impacting the proper implementation of this plan and provision of indigent defense services. The duties of this position are set forth below. The Director of Indigent Defense Services shall not be appointed to represent any persons receiving indigent defense services and not involved in direct representation in Appointed Attorney cases. However, in emergent situations, c.g. the death or disability of an appointed attorney, the Director may provide limited representation in Appointed Attorney Cases. In such situations, the Director may make special appearances before a court for scheduling and other procedural matters in order to safeguard the rights of a client and facilitate the effective functioning of the courts. Under no circumstances will the Director undertake substantive representation in an Appointed Attorney case.

B. Duties:

1. The Director of Indigent Defense Services shall have all the duties and responsibilities stated in the various sections of this plan.
2. The Director of Indigent Defense Services shall maintain the list of all attorneys approved by the AASC for contract, hourly, and capital case appointment. In addition, the Director of Indigent Defense Services shall maintain appropriate records to reflect the cases and dates to which each attorney has been appointed.
3. When notified of the need for representation, the Director of Indigent Defense Services, shall select, in order and as more fully described herein, the next available attorney from the list of those attorneys qualified to provide representation as approved by the AASC in accordance with Section 4 of this Plan. Upon confirmation of acceptance of assignment by Qualified Attorney(s), the Director shall provide prompt notice and a proposed order confirming selection of counsel to the Appointing Authority – i.e., the Judge, Justice, or Master presiding over the court in which the Eligible Client's charges are pending.
4. The Director of Indigent Defense Services shall be responsible for approving the claim for payment of each attorney and any expert or other service fees at the conclusion of Appointed Attorney's representation or, if appropriate, periodically during Appointed Attorney's representation, as specifically discussed herein.
5. The Director of Indigent Defense Services will work with the Department of Indigent Defense Services to provide any information requested.

IX. EFFECTIVE DATE

- A. The Douglas County Plan for the Provision of Indigent Defense Services is approved on June 05, 2025

18th Report of the Monitor
Davis v. State, Case No. 170C002271B
March 17, 2026

Appendix G

DIDS Annual Conference Schedule

DEPARTMENT OF INDIGENT DEFENSE SERVICES

6th Annual Conference: Litigating in the Era of AI and Tech



March 18-20, 2026 | Embassy Suites by Hilton Convention Center



Date/Time	Topic	Speaker	Skills Training
Wed, March 18			
1:00- 1:15	Program Welcome and Intro	DIDS	
1:15-2:45	Fusion and Law Enforcement Tech: What they do & how we get Discovery	Megan Graham	
2:45-3:45	Case Studies in Crime Defense Successes	Brian Chase	
3:45-4:00	Break		
4:00-5:00	Using AI for Trial Prep	Felix Valenzuela	
5:00-5:30	Ethics of AI	Melanie Foote	
Thurs, March 19			
8:45-9:45	Admissibility Issues with Digital Evidence (Body Cam & Dash Cam, Business Cam)	Melanie Foote	Accelerating Trial Prep with AI Felix Valenzuela
9:45-10:00	Break		
10:00-11:00	How Flock Cameras Work and Moving to Suppress Evidence	Sid Thaxter	Persuasively Arguing Evidence in Court Melanie Foote, Callie Steele & Deja Vishny
11:00-12:00	AI for Investigation	Kevin McClain	Persuasively Arguing Evidence in Court
(12:00-12:15)	JusticeText (Optional)		
12:00-1:00	Lunch at the Fountain Grille		
1:00-2:00	Social Media: Getting it in & Keeping it Out	Deja Vishny	Cross Examining Police Officers Melanie Foote, Callie Steele & Deja Vishny
2:00-3:00	Facial Recognition Technology: How it Works and What to Litigate	Sid Thaxter	Cross Examining Police Officers
3:00-3:15	Break		
3:15-4:15	AI Dangers: Evidence Manipulation & Misuse	Brian Chase	Cross Examining Police Officers (repeat)
4:15-5:15	Litigating Daubert Hearings	Amelia L. Bizzaro	Cross Examining Police Officers
Fri, March 20			
8:45-10:15	Cell Tower Tracking	Jerry Grant	
10:15-10:30	Break		
10:30-12:00	Mobile Device Forensics	Jerry Grant	
END PROGRAM			

18th Report of the Monitor
Davis v. State, Case No. 170C002271B
March 17, 2026

Appendix H

NPSD Q2 Snapshot of Cases Open

		Cavanaugh-Bill, Julie	Clouser, Justin M	Coates, Andrew	Eberhardy, Jane	Erickson, Patricia	Hoffman, Jim	Mansfield, Patrick	Mayo, Massey	Melcic, Robert	Penney, Derrick	
												Totals
Appeals (Felony & GM)	50	1	0	0	0	0	14	0	0	0	0	15
Cat. A (non-capital) felonies and cat. B felonies (max. > 10 years)	50	1	4	3	4	12	0	15	15	1	0	55
Cat. B Felonies (max. <= 10 years), C, D, E felonies, and GM)	20	42	81	1	28	15	1	120	130	17	11	446
Civil	0	1	2	0	0	0	5	2	0	0	1	11
Juvenile (delinquency, supervision, & appeals)	7.5	26	6	0	2	0	0	6	114	4	1	159
Juvenile (probation/parole violations)	26	0	0	0	1	0	0	1	5	0	0	7
Misdemeanor (all other & appeals)	6	18	60	0	10	1	0	356	60	23	2	530
Misdemeanor (DUI & DV)	10	9	27	0	8	2	0	174	49	18	2	289
Probation/Parole Violation	4	1	7	4	2	1	0	0	1	0	0	16
		99	187	8	55	31	20	674	374	63	17	1528

Appeals (Felony & GM)		50	0	0	0	0	700	0	0	0	0	750
Cat. A (non-capital) felonies and cat. B felonies (max. > 10 years)		50	200	150	200	600	0	750	750	50	0	2750
Cat. B Felonies (max. <= 10 years), C, D, E felonies, and GM)		840	1620	20	560	300	20	2400	2600	340	220	8920
Civil		0	0	0	0	0	0	0	0	0	0	0
Juvenile (delinquency, supervision, & appeals)		195	45	0	15	0	0	45	855	30	7.5	1193
Juvenile (probation/parole violations)		0	0	0	26	0	0	26	130	0	0	182
Misdemeanor (all other & appeals)		108	360	0	60	6	0	2136	360	138	12	3180
Misdemeanor (DUI & DV)		90	270	0	80	20	0	1740	490	180	20	2890
Probation/Parole Violation		4	28	16	8	4	0	0	4	0	0	64
Total Attorney Hours		1337	2523	186	949	930	20	7097	5189	738	260	19179

18th Report of the Monitor
Davis v. State, Case No. 170C002271B
March 17, 2026

Appendix I
Oversight Report of the Deputy Director



**STATE OF NEVADA
DEPARTMENT OF INDIGENT DEFENSE SERVICES**

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MEMORANDUM

DATE: December 3, 2025
TO: Board on Indigent Defense Services
FROM: Homa Sayyar, Deputy Director, Department of Indigent Defense Services
SUBJECT: NRS 180.440 Status Reporting (October 24-December 1, 2025)

The following involves updates since the previous Board meeting as follows:

- Caseload Concerns
- Contract Monitoring, Compliance, and Technical Support
- E-mail Communications
- On-site Reporting and Recent Status Updates
 - o This particularly includes addressing board member contact/inquiry regarding the effectiveness of virtual appearances

Caseload Concerns

David Schieck alerted our office to a concern about caseload compliance for attorneys based on representations heard in court that attorneys have indigent defense caseloads in the hundreds. Legal Server data run as a result reflected some ranges of active cases (some variance specific to coding of case status, other variance is being examined further). A redacted version of the e-mail exchange is attached as Exhibit 1. This is in addition to the information included from Mr. Schieck regarding 432B matters in Nye County. *See also* Exhibit 4.

Additionally attached is a posting from Nye County regarding Letters of Interest for Public Defense Services as Exhibit 2 which is a positive development shared by several individuals since its release.

Contract Monitoring, Compliance, and Technical Support

As recommended in the 16th Report of the Monitor, we were able to connect with a representative of the National Association for Public Defense and are exploring avenues to work with them in a technical assistance capacity. They have competitively bid

contracts with other governmental entities that are encouraging for state process purposes.

For those who have observed direct contracting without solicitation for state agencies, "using agency" under NRS 333.020(10) includes DIDS, which requires us to comply with state procurement rules for service contracts. NAC 333.150(2)(b)(4) allows for some different approaches related to the professional services of an attorney except where superseded (like in NRS 228.1112 which requires the AG's office to conduct a solicitation process for contingency counsel). The current contracts DIDS has with Mr. Schieck and Mr. Lopez as well as the new third contract being finalized employ the professional services approach as the roles require licensed Nevada attorneys and are therefore not solicited as other projects might be on NevadaEPro.com.

A contract is pending review currently for the role of Nye County Counsel Administrator and we look forward to moving that through state processes. We have a verbal acceptance of terms but the state contracting forms usually elicit redline requests and discussions.

The effort to solicit a better suited billing and data portal for indigent defense attorneys is ongoing and individuals are being identified for inclusion in development of requirements and evaluation of proposals. If there are Board members interested in being considered for an evaluation committee role, please reach out to me. There is a balance to strike with Open Meeting Law and rules related to proportion of committee makeup and a list of interested individuals will assist in next steps. We are working with US Digital Response (<https://www.usdigitalresponse.org/about>) for technical assistance to employ best practices regarding the case management system that will replace Legal Server.

Finally, an internal review has been ongoing related to the Department's contracting procedures. For example, certain technology related services require what was formerly referred to as a CIN/TIN (Cloud/Technology Investment Notification). The correct authorization was dependent on project/contract value. The Governor's Technology Office now has a streamlined request referred to as a TIE (Technology Investment Evaluation). An evaluation of Department contracting revealed expired or omitted approvals or reviews and those are being brought current. Renewals are in the works for Westlaw and JusticeText access which are both valuable resources for attorneys taking conflict and other cases. On the local level, technology is often a direct purchase and those with legislative experience may recall that rules regarding procurement are even looser for the legislative branch.

E-mail Communications

As referenced on October 23, 2025 during the last Board meeting, e-mail correspondence between myself and attorneys regarding their data entries into Legal Server were shared and referenced in part in the latest report of the *Davis Monitor*. The latest report references requests to see specific motions drafted (this is to address the ongoing ask from attorneys for a form bank – where time spent on a motion indicates it

took extra effort, it may be a good candidate for inclusion in a possible form bank) as well as inquiries related to days in excess of 10-12 hours of billing (owing to monitoring issues of sustainability and caseload levels).

A positive outcome of connecting with counsel is sharing available resources. A redacted exchange is attached as Exhibit 3. The opportunity to assist would not have presented if not for prior discussions of communication approaches shown through billing review (and it may be a good topic for an information sheet or guide).

We have also been working with the State Controller's Office and the Administrative Services Division to address electronic funds transfers given recent reported bank rejections of payments and errors in payments.

Onsite Reporting

An interested party is considering the currently open regional onsite reporting role. I anticipate further visits to those counties in the interim as schedules allow.

Attached as Exhibit 4 are the following reports received from David Schieck:

- Nye County – November 17 and 18, 2025
 - o This is an essential companion to the 17th report's discussion of 432B matters and their affect on caseloads. Section V emphasizes the need for record keeping while acknowledging the challenges already faced regarding attorneys' own time tracking.
 - Since his report, Mr. Schieck has determined that about 20% of attorney time is being spent on these cases.
- White Pine and Eureka Counties – November 3 through 6, 2025
 - o This highlights the challenges associated with not having a local jail facility as well as substantial growth of the area on the horizon starting in as soon as the next six months. There are further notes about the Ely office of the Nevada State Public Defender and, as discussed regarding Humboldt County's office below, it is not a best practice to not have on-site staff in the long-term.

Reporting summaries from Derrick Lopez received since the last Board meeting is attached as Exhibit 5:

- Lyon County – November 4, 5, 6, and 10, 2025 initial notes
 - o Ferney Justice Court (11/4)
 - o Dayton Justice Court (11/5)
 - o Walker River Justice Court (11/6)
 - o Third Judicial District Court Department I (11/10)
 - o Third Judicial District Court Department II (11/10)
 - o Dayton Justice Court (11/12)

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- Lyon County – November 13, 2025
 - o Summary of Dayton Justice Court activity including 42 cases on calendar for Kale Brock, of which 13 were covered by Ray Areshenko. In total 17 of those cases were continued and 5 other cases were not called but could have been continued at the clerk’s window.

I attended 3 days of hearings alongside Mr. Lopez to continue examining how well the reporting forms work in practice and what observations may not be captured through the current model. With the anticipated technical assistance regarding oversight models at least one form change is necessary before receiving potential recommendations as the current form is not capturing actionable data that can be compared reliably between reviewers. We discussed questions he receives from attorneys and had the opportunity to speak to a newer attorney to the practice about recruiting more attorneys to indigent defense. Other court observation dates will include other onsite reporting areas statewide and my notes appear below.

Winnemucca District Court Law & Motion Calendar Observations, NSPD Site Visit (November 18)

- Deputy Director Brenda Roberts and I travelled to Winnemucca on the morning of the 18th of November. We started, along with Mr. Lopez, for the District Court calendar where the court remarked on how many individual defense attorneys were present. This in part was related to the recent resignations (effective as of November 7, 2025) of both assigned Deputy State Public Defenders and re-assignment of cases to varied conflict counsel. The calendar overall went from 9:30am to past 3:00pm with a number of matters trailed and recalled throughout the day.
- General notes:
 - o Issues of preparedness appeared to repeatedly be due to failures in timely preparing, drafting, and filing of necessary documents or amendments to them on the part of the District Attorney’s office. Defense counsel all navigated these challenges with professionalism and diligence (especially in catching errors), though the frustration of the court with these issues was palpable. At one point the court highlighted misrepresentations from the District Attorney’s office and the remarks did not seem to resonate. In another matter the Deputy DA represented to the court a document had been filed when it had not been with the court remarking that a non-file stamped document was “a pretty standard problem today.” In one case a listed victim waited in court all morning and then had to go to work in the afternoon such that they were not present when the matter was called. The court expressed concern that it had not been alerted to the individual waiting to participate and would have called the matter much sooner otherwise.
 - o Canvassing of defendants was detailed and consistent by the court. In one matter the court recused *sua sponte* because of extensive community connections involving the Defendant and family of the judge. Defendants appeared to be treated with dignity throughout the calendar and were

navigating newly assigned counsel because of the exit of counsel from the Nevada State Public Defender's Office.

- Several trial dates were set throughout the calendar. For one set status check, an indigent defense attorney would have court in Elko in the morning and then be trailed on the Winnemucca morning calendar pending his arrival from the other court. Calendaring presents a travel and timing challenge for attorneys, as do lengthy calendars. Some attorneys were going between courtrooms as the morning calendar bled into the afternoon.
- One new (to DIDS) attorney referred to themselves as a "DIDS attorney" which may cause some confusion if clients believe they are represented by our office. I noted it as a possible area of clarification and consistency among assigned counsel.
- State processes via Parole and Probation seemed to be a bottleneck at some points (timing for restitution to be processed, etc.) and I anticipate trying to meet with agency representatives to better understand what is and isn't possible in that regard as it came up in Douglas County as well.
- The attorneys I observed (mostly indigent matters, though I did include other observations as well) were:
 - In person
 - M.M. – Appeared very well prepared and actively engaged with clients before, during, and after hearings. We had a chance to chat briefly in person though we have corresponded via e-mail in the past and her dedication to her home community was apparent.
 - R.W. – Counsel was in the courtroom but the client was on zoom – the court made sure there was a view that the client could see which featured her attorney (a wider angle). She entered a not guilty plea and did not waive her speedy trial right which led the court to advise that the timing to set a date was narrowing given other dates being taken (including announcing to the room that the next person who needs December 9th could not have that date as it was full).
 - R.D. – The Judge noted on the record in one matter that the prior date for the case involved an already empaneled jury where counsel had "left town" after negotiating the case with the DA, but before the trial could be formally vacated. In that case it was noted that there had been a possible "relationship issue" between counsel and client that was reported as now "patched." For another matter, Mr. D. was going between courtrooms to make timely appearances between District Court and Justice Court.
 - A.F. – Though there was a recusal and the case was referred to a Senior Judge, the court reported having received a plea agreement with no DA and no Defendant signature.
 - G.W. – He requested that a case be called and referred to it as a "quick one" to address a failure to appear because his client had not appeared at 9:30am.
 - R.A. – Counsel appeared in person, though his client was on Zoom for the arraignment. Mr. A. had been present since 9:30am and the

matter was not called until 1:46pm with a Guilty Plea Agreement not filed until the day before by the DA's office. He made sure custody status was addressed before the end of the hearing. In another matter Mr. A. learned that a substance abuse evaluation was on file in Justice Court but had not been filed in the District Court matter owing to counsel reassignment. He obtained the document and had it filed while he was there.

- J.A. – He noted on the record the effort and time taken to talk about the plea and case of the state. (The case had been in progress since 2020.)
- K.C. – He indicated on the record that this was his first appearance before this court. He requested that his client be transported for his hearing after the client appeared via Zoom for another attorney (we have since determined there was an error regarding the split assignments) and when his client arrived, they utilized the designated meeting room ahead of the appearance in court.
- Appearing via Zoom – Note: we had an inquiry from a BIDS member recently about attorney virtual appearances and I have included some initial notes about those appearances below. Where Defendants appeared virtually, a virtual appearance by counsel allowed for a virtual meeting room in the event clients needed to have a sidebar with counsel. Audio from those individuals was clear and where briefly unclear it was quickly addressed. One individual appeared via zoom for one matter-and then was transferred to the court for a matter with another attorney (see the note regarding Mr. C. above). The court noted at two points in the day that there were chat messages ongoing in the Zoom meeting for the calendar. I assume those were timing related, but it presents an interesting issue for the record as to whether those messages are maintained as part of the record or not. In some Zoom instances the chat messages download as a .txt file after a meeting but they may not then be tied to each recording instance (the court went on and off the record for recording each matter versus a continuous recording for later splicing).
 - A.P. - I had concerns about the nature of the cases involving virtual appearances and did note that at least one e-mail may have been sent during a hearing where counsel was actively appearing (the unrelated e-mail was received by DIDS at 11:11am and the hearing was on record until 11:13am) – Mr. Lopez indicated he would do some follow-up about our observations and those are pending. Audio was poor and sometimes unintelligible coming from appearances from counsel at some points which may necessitate addressing ideal audio/visual options for virtual attorney appearances. It is possible that audio was sufficient at counsel table and on the bench, but it was not from other seats. One Zoom appearance related to a plea to voluntary manslaughter with use of a deadly weapon. The client had been charged as an adult and was visibly distraught on camera. He requested time to speak to counsel and they were directed to a separate Zoom room for one to

two minutes before coming back to indicate a continuance was needed owing to psychological concerns and a suicide watch for the defendant. Counsel put on the record that this was not a rejection of the state's offer and the court noted the continuance was readily granted because of the confusion expressed by the defendant.

- T.S. - He requested a continuance so that he could meet with his client in person about the newly appointed matter (some messages from the Zoom chat with the Judge were referenced as well) – he already had other matters but wanted to be sure to specifically connect on the new assignment and his client appeared appreciative.
- The visit to the NSPD office confirmed that it was not yet open and no staff were working there. Mr. Lopez, Deputy Director Roberts, and I were given a tour of the space by NSPD Investigator Glen Kostiuk. He had a key and was able to let us in to the space as it was not open to the public. My notes/interest related to the reporting I had received from Mr. Lopez as well as comments made during the last BIDS meeting.
 - I have flagged, but not yet staffed, some questions I have to address with State Public Works/Building & Grounds regarding the space and delays in occupancy, including a build out of an entryway area and remodeling of bathrooms as they were not ADA compliant. One concern I noted as a Safety Coordinator for DIDS is that there is a double door area that was installed to allow access between the space occupied by the mining company and the space operated by the NSPD because without access by the NSPD to the mining company space in the back of the building, they appear to have only have one exit (the entrance) in the event of an emergency or fire.
 - In discussing housing challenges, Mr. Kostiuk indicated the other office investigator had to obtain housing in Battle Mountain. He indicated an individual locally was to start in early December (our staff have been since told the individual will start as a legal secretary on December 15th based on a November 14th offer letter). I have not received confirmation that the office has opened yet to the public and/or staff, but it was estimated as opening this month.
 - We discussed the resource that the investigators represented for matters and the nature of communication with others in the NSPD office statewide.
 - We also discussed the resource that DIDS could be for the NSPD if they were experiencing delays or issues with state partners such as the Governor's Technology Office.

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*Douglas County District Court Departments I and II Law & Motion Observations
(November 24 & 25)*

- Department II (November 24), Douglas County
 - o I attended with Mr. Lopez and the calendar began at 9am.
 - o General Notes:
 - This is not specific to this court or date but was noted by me while there – there are some issues in counties with no e-filing as far as getting a complete record, especially of prior Justice Court proceedings. There may be an opportunity, while efforts to move to e-filing statewide are pending, to address records requests with new attorney training so that counsel obtains prior filings as soon as possible during representation. Even a cheat sheet with steps in each jurisdiction may be of use to counsel.
 - o Attorneys observed:
 - J.A. – it appeared to be a private case but there was an issue of a required evaluation ahead of sentencing that had not taken place. Counsel indicated he was not aware of the rule impacting the requirement (NRS 484C.300) and the court reviewed the last hearing’s records to verify it had been discussed, though counsel noted that 3 recent cases in Washoe County did not have the referenced requirement come up. Counsel wanted the sentencing to go forward that day without the evaluation instead of having a continuance as his client had traveled from California for the hearing. Ultimately the court noted that the evaluation was for the benefit of the prison and counsel would supplement with the evaluation once obtained. The court directed that the defendant be held at the jail pending entry of a judgment of conviction which would be held until the evaluation was complete.
 - K.D. – Mr. Lopez informed me she is not on the DIDS list but I did note her appeared well prepared and engaged for her appearances. During one hearing she made the legal fiction of the plea relating to attempt clear as her client did not deny entering the building in question and commit larceny while then pleading to the attempted activity.
 - J.C. – Mr. C. had his own matters but was also covering matters for attorney M.E. In one matter a victim holding an infant made a statement about wanting a no contact order lifted and there was some uncertainty about whether one was still in place (Mr. C. represented that he was not involved in the Justice Court matter), so the court made a record to formally address lifting it. The victim handed the infant to the defendant as they
 - A.D. – She appeared very prepared and had gone in depth with clients through documentation ahead of hearings. There was one matter where a colloquy took place regarding whether one online platform was social media or not which didn’t change the outcome but was relevant to the defense’s position on the facts as long as it

was not tied to conditions going forward for a conditions violation. In one matter she raised the need to bring the Department of Public and Behavioral Health in to address the ongoing issues for services as her client continued to wait. I spoke with her afterwards about how much I appreciated her monitoring the time her client had been waiting. She anticipated that Lake's Crossing would prioritize her client when they received a motion for an order to show cause as has been the case in other matters I've seen statewide.

- L.G. for M.Sl. – This was a juvenile hearing where there was some confusion about the identity of the victim as the youth only knew him by a nickname and it had not been verified if the nickname matched the name referenced in other documentation. We had the chance to talk to counsel at length after the hearing as he was a newer attorney. It was helpful to understand what drew him to criminal defense and the support and mentorship he is receiving from the supervising attorney. He missed the opportunity to use LASSO as his career started just before the program began.
- Department I (November 25), Douglas County
 - I attended with Mr. Lopez starting at 9:30am – he continued on in the afternoon to observe Tahoe Justice Court but I had a schedule conflict and did not travel for the afternoon calendar.
 - General Notes:
 - The court went into detail to define terms for Defendants (such as waiver). Mr. Lopez remarked to me that predictable canvassing was beneficial as it helped defense attorneys prepare clients for what to expect in court (at one point the court remarked that their questions were not an attempt to talk defendants out of pleas and in another he spoke loudly to accommodate a defendant's difficulty hearing while making sure to tell her that he was not yelling at her). In one case the court caught an error that required interlineation and volunteered that information. The court began the hearing by thanking attorneys, staff, and others for their roles in light of the upcoming holiday weekend.
 - Repeatedly there was an issue of documents reflecting fees owed by indigent defendants and at one point the court indicated it would not be ordering it despite its continued presence on forms from the DA's office. The DA's office understood and agreed, but it was unclear why the detail was still present on their forms.
 - Attorneys observed:
 - S.W. – Her case (an arraignment) was called first and then trailed until the end of the calendar.
 - M.Sz. – Counsel appeared engaged and prepared. The court spent more time than I have seen in other courts addressing defendants directly and cautioning them about the consequences of not succeeding in diversion programs. Counsel had just received some information that morning (having read it himself of course) and the

court staff printed it so that it could be reviewed by the court as he walked through the recommendations.

- J.C. – There were several matters for Mr. C. In one matter the client had to remain in custody until the next hearing and counsel appeared empathetic, resting a hand on the client’s shoulder when the determination was made.
- A.D. – She was well versed in the facts such that she was able to correct the court’s impression that there was a greater amount of one substance versus another.
- M.E. – The court advised the defendant that they should have all their “errands for Mr. E done by the next hearing” as an evaluation had not yet been written, though it had been performed. In another matter counsel addressed the need to clarify aliases appearing on the PSI as typographical errors and not as a result of the client employing actual alternate names. One condition for the defendant was to not enter any Walmart or Douglas County business except for medical or emergent reasons. In that matter the court expressed that the written statement of the defendant was not helpful and that the cross the defendant was wearing was a form of “showing off” and was hypocritical. Counsel resolved some confusion about whether another party charged was paying restitution (to avoid double) by being well informed about the companion case.
- M.Sl. - In one matter his client was in custody because he had tested positive the week before when at the arraignment so this date was a continued arraignment. The court was receptive to treatment and diversion plans. Counsel requested that he be allowed to be on zoom for the next hearing and the court said that would be okay as long as there were no “problems” in the interim. There were numerous matters with this attorney heard in succession and he appeared well prepared, though in one matter there was some confusion about whether mandatory probation was involved between both the DA and counsel but it was sorted out by the court. Counsel was supportive and empathetic to a variety of clients as they processed their sentences.

Recent Discussions

- In my conversations with Mr. Schieck and Mr. Lopez this week, they flagged the following:
 - o Mr. Lopez reported that an attorney has only appeared in person once to address an order to show cause for their failure to appear on a case. In the appearance this week observed by Mr. Lopez this attorney (J.M.) had another individual (we are confirming their name to see if they are on the DIDS list) virtually cover a hearing. It was clear to him that the covering attorney had not spoken to the client. The client was in court in person and was surprised that their attorney was not also there in person as they had given no indication that they would be virtual.

- Mr. Lopez also requested records relating to an attorney's reappearance in courts that the judiciary questioned given past issues. I will provide him with the reinstatement documentation to pass along regarding the steps the attorney was required to take to take cases again.
- Mr. Schieck indicated to a concerned party the awareness of reliability issues for one attorney and we confirmed the attorney had not been given new cases while the concerns were pending.
- Mr. Lopez indicated the ongoing jail call issues in Elko had been raised in court this week – attached as Exhibit 6 is the message sent to the current vendor for NDOC regarding the “inmate communications” statewide contract. Shortly thereafter there was confirmation of a resolution specific to the Federal Public Defender's Office, but more research is needed about specific jail communications vendors.
- Attached as Exhibit 7 are recent posts about DIDS activities via our LinkedIn page, you can follow the Department here:
<https://www.linkedin.com/company/nevada-department-of-indigent-defense-services>