



EL PASO BAR JOURNAL

www.elpasobar.com

An Update of Events and Information

June 2019

El Paso Family Courts Military Family Preservation Track

BY JUDGE LAURA STRATHMANN

PAGE 11

Cross-Collateralization and a Debtor's Options Under § 1325(a)(5)

BY JOSEPH D. AUSTIN

PAGE 6

Where is El Paso on Getting a Law School?

BY JANET MONTEROS

PAGE 9



EFFECTIVE & EFFICIENT DISPUTE RESOLUTION

ANTCLIFF MEDIATION

MEDIATION WORKS

Chris Antcliff is an efficient and effective neutral whose goal is to assist litigants and their counsel along a reasonable path to resolution of their dispute.

His 20 years of legal experience coupled with his service as a former **District Court Judge** and former **Justice on the 8th Court of Appeals** ensures that all voices are heard during the conflict resolution process as he strives to help the parties craft their own agreements.

221 N. Kansas, Ste. 609
El Paso, TX 79901
www.antcliffmediation.com
(915) 533-1221

Schedule your mediation today:
antcliffmediation.com/calendar





State Bar of Texas Awards
 Award of Merit
 Star of Achievement
 Outstanding Partnership Award
 Outstanding Newsletter
 Publication Achievement Award
 NABE LexisNexis Awards
 Community & Education Outreach Award
 -2007, 2010 & 2012
 Excellence in Web Design – 2007
 Excellence in Special Publications – 2008

Jennifer VandenBosch, President
Daniel Hernandez, President-Elect
Janet Monteros, Vice President
Judge Laura Strathmann, Treasurer
Monica Perez, Secretary
Mark Dore, Immediate Past President

2018-2019 Board Members

Judge Anne Berton
 Merwan Bhatti
 Judge Penny Hamilton
 Gabriel Perez
 Danny Razo
 Dana Irwin Carmona
 Sylvia B. Firth
 Abe Gonzalez
 Noemi Lopez
 Carlos Madrid
 Patricia Baca
 Jessica Kludt
 Andrea Moran
 Daniel Ordonez
 Charles Ruhmann

Editorial Staff:

Jennifer VandenBosch, Daniel Hernandez,
 Janet Monteros, Nancy Gallego

Ex-Officios

SBOT District Director, El Paso Young Lawyers Association, El Paso Women's Bar Association, Mexican-American Bar Association, Federal Bar Association, ABOTA, El Paso Bar Foundation, Family Bar Association, Probate Bar Association, Paralegal Association

Executive Director

Nancy Gallego

The El Paso Bar Journal is a bi-monthly publication of the El Paso Bar Association. Articles, notices, suggestions and/or comments should be sent to the attention of Nancy Gallego. All submissions must be received by the Bar office on or before the 10th day of the month preceding publication. Calendar listings, classified ads, display ads, and feature articles should not be considered an endorsement of any service, product, program, seminar or event. Please contact the Bar office for ad rates. Articles published in the Bar Journal do not necessarily reflect the opinions of the El Paso Bar Association, its Officers, or the Board of Directors. The El Paso Bar Association does not endorse candidates for political office. An article in the Bar Journal is not, and should never be construed to be, an endorsement of a person for political office.

PRESIDENT'S PAGE



As I reflect on the past year as your Bar Association president, I believe WE have had a successful 2018-2019 bar year. The question I posed at the beginning of the year has had ample opportunity to ferment, provoke and grow. So I ask - Have We Forged Our Future?

Over the last twelve months, a large number of attorneys participated in the opportunities the El Paso Bar Association made available for the taking. And it is a two way street, attorneys have come forward and brought opportunities for the Bar to join in, with the result of helping others succeed. Let's forge onward and Keep Getting Involved!

Throughout this year, I attempted to provide benefits to lawyers in the community to answer the question "Why should I join the El Paso Bar Association?" I believe we were successful, whether you come from a government office or you are a solo practitioner or you come from a small, medium or large firm; we provided you with a reason why you should join.

- If you needed CLE – by attending the monthly meetings or the boot camp seminars or the TLAP presentation or the Laws Vegas Seminar, you could easily attain the hours of continuing legal education needed for the year.

- If you sought out community service - the Bar provided and will continue providing venues. In the Fall, we had the Access To Justice Campaign in combination with Representative Cesar Blanco's Naturalization Clinic, the Veteran's Legal Clinic at El Paso Community College and the holiday party raised funds for the Bar Foundation and its projects. In the Spring, we participated with the Center Against Sexual and Family Violence in offering the children an Easter Egg Hunt and the Veteran's Legal Clinic at El Paso Community College, Mission Del Paso Campus.

- If you wanted to see old friends and/or meet some new ones - the monthly luncheons, the holiday party, the law day dinner, all of the CLE opportunities were great ways of enjoying the camaraderie of fellow lawyers. In searching out speakers for the boot camp series, I interacted with individuals and made new friends from areas of law I had not thought about for the last twenty years.

I encourage you to participate and make your voice heard and make your place at the table – the result will be the Bar Association is in touch with all perspectives. Seek out the CLEs we present and if you are not pleased with what we offer, make a suggestion.

As this is my last President's Page, I want to thank the Officers and Directors of the EPBA and Nancy Gallego, our Executive Director, for their service to the El Paso Bar Association and helping make this a wonderful year for me and a great year for the Association – the hard work and enthusiasm displayed have truly touched my heart.

I am honored by the opportunity to serve as president. I hope I have encouraged membership in the El Paso Bar Association.

Thank you all!

Jennifer VandenBosch,
PRESIDENT

Cover picture: Franklin Mountains by Jorge Carrillo. Source: www.alltrails.com/es/trail/us/texas/franklin-mountains-loop/photos

Summer Fun in the Sun!!!

Another year has come to an end and the start of a new year begins.

As you plan your summer and decide what you want to do, there is one golden rule that you need to follow:

Have fun, relax, enjoy your time with your family and/or friends, sleep late, eat delicious food and make great memories, that is what life is all about.

Nancy



David and Kristin Kimmelman wish to announce their departure from El Paso and relocation to San Antonio, Texas. David will be returning to private practice after completing 15 years' service with the Federal Public Defender and will be handling criminal defense and personal injury matters. He will continue to handle cases in El Paso as they come up. Kristin will continue as an Assistant Federal Public Defender with the Federal Public Defender stationed in San Antonio. We want to thank all of our friends and colleagues for their good wishes. It has been a pleasure practicing with the professional, bright, and skilled lawyers that make up our bar.

Best wishes to all,

DAVID J. KIMMELMAN
Kimmelman Law Firm
310 South Saint Mary's, Suite 1910
San Antonio, Texas 78205
(210) 368-2211
david@kimmelmanlawfirm.com

KRISTIN M. KIMMELMAN
Assistant Federal Public Defender
727 E. Cesar Chavez Blvd, Suite B207
San Antonio, Texas 78206
(210) 472-6700
Kristin_Kimmelman@fd.org

The El Paso Dispute Resolution Center provides access to affordable dispute resolution (ADR) services



The El Paso Dispute Resolution Center (DRC) provides the citizens of the County with access to affordable, quality, effective, alternative dispute resolution (ADR) services including mediation, negotiation, facilitation, and conciliation. In an effort to enhance family and probate mediation services, the DRC is contracting with Family and Probate Attorney Mediators to serve as an independent contractors to provide impartial mediation services on appointed family and probate law cases.

Eligibility requirements to serve as a family or probate attorney mediator include the following: mediators must be licensed to practice law in the State of Texas and a member in good standing with the State Bar of Texas; have a minimum of three (3) years of experience in a practice dedicated to family or probate law or five (5) years of experience if at least half of the mediator's practice focuses on family or probate law; successfully complete the DRC's screening requirements; and must complete the requisite 40-Hour Basic Mediation Course and Advanced Family Mediation Course.

The DRC provides the mediation facilities and administrative support to scheduling and facilitation of these cases. The Mediator will be paid the total sum of \$500 for a half-day mediation, up to four hours. For more information, please contact Marisa Quintanilla at Marisaq@riocog.org or at 915-533-0998 x 119.



Boot Camp Seminar Series

The El Paso Bar Association continued the Boot Camp Series thru the fall and lawyers in our community have continued to give time to the rest of us, imparting their knowledge.

The Boot Camp Series is one step in the El Paso Bar Association's attempt to make available to the members the CLE hours required of us each year.

Dan Hernandez taught us some tricks necessary for a successful deposition in Depositions 101 held in October. Jessica

Kludt gave us Probate, The Next Step in November as a follow up to her earlier presentation.

Joseph Austin took us on Mr. Toad's Wild Ride of bankruptcy in Bankruptcy 101 also in November.

And the Judges participated in December with Judge Alma Trejo speaking on Criminal Law and Judge Reed Leverton showing us the way in Family Law 101.

Thank you for joining us, if you did, and suggest a topic for next year.



Cross-Collateralization and a Debtor's Options Under § 1325(a)(5)

BY JOSEPH D. AUSTIN

Nearly every bankruptcy case filed under chapter 7 or 13 will include a vehicle (or two), either in a debtor's chapter 7 statement of intentions or under a debtor's chapter 13 plan. Credit unions are a common source of financing for auto loans: They are member-based and can offer greater flexibility on loan terms.

Credit unions typically include cross-collateralization provisions in loans made to their members, and many consumers will not even realize that their loan and security agreements include cross-collateralization provisions. These provisions are sometimes referred to as dragnet, future-advance or allindebtedness provisions. Whatever the preference in your region for terminology, a cross-collateralization provision may turn a debtor's dream purchase into a nightmare.

Simply put, cross-collateralization provisions allow consumers to use collateral from one loan to secure another debt. These provisions allow the use of a financed vehicle to secure other debt such as a credit card loan, or even another car loan. While the latter option seems duplicative and unnecessary, a creditor will be better off if it can apply equity from one vehicle loan toward a secured loan, and the better a creditor's position will be during the life of a loan and in a potential bankruptcy. The result could turn an unsecured credit card claim where a creditor often receives pennies on the dollar into a partially secured debt.

Depending on which side of the transaction you are on, cross-collateralization is often looked at as either creative financing for unqualified and risky borrowers, or an oppressive financing tactic to secure non-purchase-money

obligations of the unsuspecting debtor.

To a consumer, cross-collateralization provisions are likely found as boilerplate wording at the end of a loan or security agreement and are difficult for the consumer to understand. To a creditor, the provisions might prove critical, and if a creditor does not have them in existing agreements, the creditor should consider adding them.¹ Convincingly, states across the nation are overwhelmingly enforcing cross-collateralization provisions as valid.²

Cross-Collateralization Provisions

Let's consider the exhibit at right to demonstrate the effect that cross-collateralization provisions have on a debtor in a chapter 13 bankruptcy. A member of a credit union finances two vehicles using both loan and security agreements that both include crosscollateralization provisions. The member obtains a car in 2013 and a truck in 2014. Due to the crosscollateralization provisions, the car loan is secured by the car and truck, and the truck loan is secured by the truck and car. Therefore, the member's debts and collateral securing each loan are shown in the exhibit.

After a short time, this member is unable to pay his debts and soon thereafter files for bankruptcy. Chapter 7 and 13 provide consumer debtors with numerous options to retain their vehicles.³

In a chapter 7 bankruptcy, most of a debtor's debts are discharged in exchange for the debtor relinquishing his/her nonexempt property. For a debtor in chapter 7 to keep an asset securing a debt that would normally be discharged, the debtor must reaffirm the debt.⁴

On the other hand, in chapter 13, a debtor

could elect to keep his/her vehicle and pay the secured debt through the chapter 13 plan. As long as the debtor is current on his/her bankruptcy plan payments and keeps the car insured, the debtor will likely be able to keep his/her car under bankruptcy law.

Cross-Collateralization Effect	
Secured Claims	Collateral Securing Each Secured Claim
Car Loan	Car Truck
Truck Loan	Truck Car

However, when a debtor has two vehicles financed from a creditor and the contracts include cross-collateralization provisions as the exhibit demonstrates, the debtor's options are not as clear as they might appear under § 1325 (a) (5), which provides:

(5) with respect to each allowed secured claim provided

for by the plan –

(A) the holder of such claim has accepted the plan;

(B) [the cramdown option];⁵ or

(C) the debtor surrenders the property securing such claim to such holder...⁶

At times, a creditor will agree to the debtor's treatment, but if a creditor does not accept the debtor's plan, the debtor has two remaining options under § 1325 (a) (5): the cramdown option or a surrender of the collateral. A creditor may wish to simply have the debtor surrender the collateral back to the creditor, which allows

Footnotes

1. If allowed under state law.

2. U.C.C. § 9-204 (2000); see *In re Residential Capital LLC*, 501 B.R. 549, 615 (Bankr. S.D.N.Y. 2013) (holding that security interest "arising by virtue of an after-acquired property clause is no less valid than a security interest in collateral in which the debtor has rights at the time value is given ... no further action by the secured party — such as a supplemental agreement covering the new collateral — is required"); see also *In re Natale*, 508 B.R. 790, 801 (Bankr. D. Mass. 2014) (holding that dragnet clauses are enforceable in Massachusetts); see also *In re Stevens*, 307 B.R. 124, 128 (Bankr. E.D. Ark. 2004) (holding after-acquired property clauses as valid).

3. While this article discusses a consumer debtor's options under chapters 7 and 13, the focus of this article is on a debtor's options under § 1325 (a) (5).

4. Another less common option is for a chapter 7 debtor to redeem a vehicle by paying the lender the "current replacement value of the car." The trustee must first abandon the vehicle, and the debtor must make a lump-sum payment to redeem the vehicle. This option is less likely to be used due to the financial constraints on a debtor.

5 The cramdown option allows for a debtor to confirm his chapter 13 plan over a creditor's objection by paying the present value of the collateral over the life of the plan.

6 11 U.S.C. § 1325(a)(5) (emphasis added).

7 *In re Williams*, 168 F.3d 845 (5th Cir. 1999).

the creditor to resell the vehicle to a stable creditor outside of bankruptcy. The remaining option will result in the creditor having its secured claim “crammed down” in value, and the vehicle will remain property of the estate.

However, the options under § 1325 (a) (5) are unclear when dealing with a debtor who has multiple loans containing cross-collateralization provisions. Before *Barragan-Flores*, which is later discussed in detail, it appears that no reported decisions have addressed a plan proposing a partial surrender and retention of collateral under chapter 13 with two loans that contain cross-collateralization provisions.

The closest case was *In re Williams* from the Fifth Circuit,⁷ which involved a debtor that obtained one loan secured by multiple pieces of property.⁸ Laura Williams’ chapter 13 plan proposed to avoid the lien on one piece of collateral and cram down the remaining pieces of collateral.⁹ She later filed a motion to modify her chapter 13 plan to return some of the collateral¹⁰ and cram down the value on the remaining items. Williams was attempting to retain some of the collateral and surrender other pieces of the collateral — in other words, a “partial surrender.” The Fifth Circuit held that § 1325 (a) (5) does not permit a partial surrender while retaining other collateral and denied Williams’ motion to modify. *Williams* is premised on § 1325 (a) (5), which permits a debtor, when dealing with a secured claim, to either retain the collateral and pay its present value or surrender the collateral.

Circuits outside of the Fifth Circuit addressing partial surrender in the “one loan” context are currently split on the issue of allowing partial surrender under § 1325(a) (5).¹¹ Surprisingly, several chapter 12¹² cases have encountered multiple loans with cross-collateralization provisions. Chapter 12 of the Bankruptcy Code is modeled after chapter 13

and is nearly identical in regard to the relevant chapter 13 provisions currently at issue.¹³ Various chapter 12 cases have held that debtors cannot sever cross-collateralization provisions securing multiple pieces of collateral.¹⁴

In re Barragan-Flores

Evolve Federal Credit Union sought to clarify *In re Williams* in a multiple-loan context and clear up the combination of options debtors had been invoking. The debtor’s loans in *Barragan-Flores* were made on the basis of the example above. The debtor in *Barragan-Flores* obtained two vehicles (a car and a truck) from the credit union, and both loan and security agreements contained cross-collateralization provisions.¹⁵

Creditors ... should include clearly drafted cross-collateralization provisions to strengthen security interests when multiple loans or additional credit is contemplated.

The debtor’s chapter 13 plan proposed to retain the truck and surrender the car, relying on 11 U.S.C. § 1325 (a) (5).¹⁶ Therefore, the debtor was proposing a partial surrender of the collateral due to the credit union’s cross-collateralization provisions.

The credit union objected to the debtor’s chapter 13 plan and argued that since both of the credit union’s contracts contained

cross-collateralization provisions, each of the credit union’s secured claims were secured by multiple vehicles. The credit union argued that the debtor must either retain (and pay for) or surrender both the car and truck in order to satisfy the plan requirements of § 1325 (a) (5), and that any partial surrender would effectively sever the bargained-for cross-collateralization provisions contained in the credit union’s loan and security agreements.

The debtor argued that since the credit union held two allowed secured claims (one for each vehicle loan), the debtor had an option under § 1325 (a) (5) with respect to each allowed secured claim, and the bankruptcy court agreed. The bankruptcy court distinguished *In re Williams* because the debtor in *Williams* had only one loan and one secured claim, while the debtor in *Barragan-Flores* had two loans with two secured claims, and the debtor could choose two options for each of the credit union’s secured claims. Therefore, the bankruptcy court allowed the debtor to choose different options under § 1325 (a) (5) for the car and truck.

The credit union appealed the bankruptcy court’s order confirming the debtor’s chapter 13 plan to the U.S. District Court for the Western District of Texas, which reversed the bankruptcy court, relying heavily on the reasoning from *In re Williams* and similar chapter 12 decisions. The district court analyzed each secured claim separately and what collateral secured each claim, and determined that each loan was clearly secured by two vehicles. As a result, the debtor would have to surrender all collateral securing each loan — the car and truck — and that surrendering only the car was a partial surrender under § 1325 (a) (5) and impermissibly severed the credit union’s bargained-for cross-collateralization provisions.

The district court held that just “like the debtor in *In re Williams* who had to either cram

8 *Id.* at 846. The collateral included a set of law books, camera, saxophone and various electronics.

9 *Id.*

10 A set of law books, television and gold chain.

11 Compare, e.g., *United States v. White*, 340 B.R. 761, 766 (E.D.N.C. 2006) (allowing partial surrender);

In re McCommons, 288 B.R. 594, 596-97 (Bankr. M.D. Ga. 2002) (same), with *In re Lemming*, 532

B.R. 398, 406 (Bankr. N.D. Ga. 2015) (rejecting partial surrender); *In re Elkins*, No. 04-67961, 2005 WL

4030041, at *3 (Bankr. S.D. Ohio Aug. 16, 2005) (same).

12 Chapter 12 is for family farmers and fishermen to file for bankruptcy.

13 *In re Williams* (describing 11 U.S.C. §§ 1225 (a) (5) and 1325 (a) (5), § 1225 (a) (5) “is modeled after and is identical to its Chapter 13 counterpart, codified at 11 U.S.C. § 1325 (a) (5)”);

see *In re Kerwin*, 996 F.2d 552, 559 (2d Cir. 1993) (“Moreover, while § 1225’s legislative history is quite sparse, the legislative history of § 1325 — on which § 1225 was patterned....”); see H.R. Conf. Rep. No. 958, 99th Cong., 2d Sess. 48 (1986), reprinted in 1986 U.S.C.C.A.N. 5246, 5249 (“This new chapter is closely modeled after existing Chapter 13.”).

14 *In re Clark*, 288 B.R. 237, 241-42 (Bankr. D. Kan. 2003) (denying chapter 12 plan that proposed to split up collateral secured under cross-collateralization provisions); *In re Chicosky*, 498 B.R. 4 (Bankr. D. Conn. 2013) (holding that debtors could not use the plan-confirmation process in order to eliminate cross-collateralization rights of lender that funded their farming operations); *In re Heath*, 483 B.R. 708, 709 (Bankr. E.D. Ark. 2012) (denying confirmation of chapter 12 plan that would modify debtor’s lender’s rights by severing cross-collateralization of lender loans).

15 The cross-collateralization provisions stated as follows: “Property securing other loans you have with us

also secures this loan, unless the property is a dwelling.”

16 The credit union filed two separate proofs of claim: one for the car and one for the truck.

down or surrender all of the collateral securing the loan, [the] Debtor must either cram down or surrender all of the collateral securing [the two loans].”¹⁷ The treatment that the debtor proposed could not be done unless the “cross-collateralization clauses were somehow set aside.”¹⁸

Debtor’s counsel appealed the district court’s decision, and the appeal is currently before the Fifth Circuit.¹⁹ The district court’s decision is only binding in the Western District of Texas but, depending on the Fifth Circuit’s decision, could impact all chapter 13 cases involving multiple loans containing cross-collateralization provisions and send ripple waves to debtor attorneys in regard to a debtor’s options when filing a chapter 13 plan. With cross-collateralized vehicles, the district court’s opinion will require debtors to either retain (and pay for) or surrender both vehicles. Consumers might find this difficult, as this

statutory construction takes away flexibility in a chapter 13 plan. Debtors are often looking to surrender a vehicle in order to reduce their debt while keeping one vehicle for continued use.

Moving Forward

Consumers could diversify lenders to avoid this result. However, consumers are not likely to fully comprehend the consequences of cross-collateralization provisions at the time of signing for a loan and security agreement, and it is beneficial for consumers to finance from the same lender for the convenience of obtaining additional credit and favorable lending terms.

Creditors moving forward should include clearly drafted cross-collateralization provisions to strengthen security interests when multiple loans or additional credit is contemplated. If a creditor has bargained for multiple pieces of collateral, case law is trending toward an approach that debtors under chapter 13 are

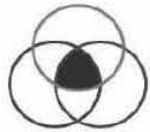
not able to do a partial surrender of collateral. Therefore, a debtor will either need to pay the present value for all collateral securing a loan or surrender all pieces of collateral securing such loan. Hopefully, in affirming or reversing, the Fifth Circuit will provide guidance across the country on this important issue.

JOSEPH AUSTIN is a bankruptcy and commercial litigation associate attorney with Kemp Smith LLP in El Paso, Texas.

¹⁷ *In re Barragan-Flores*, 585 B.R. 397, 401 (W.D. Tex. 2018).

¹⁸ *Id.* at 402, n.4.

¹⁹ Currently, the appeal has been fully briefed and the parties are awaiting an order or date setting oral arguments. *In re Barragan-Flores*, 585 B.R. 397, 401 (W.D. Tex. 2018), appeal docketed, No. 18-50420 (5th Cir.).



HARDIE MEDIATION

Dispute Resolution | Mediations + Arbitrations

221 N. Kansas, Suite 1100, El Paso, Texas 79901 / 915.845.6400 / www.HardieMediation.com



William Hardie

RESULTS.

Where is El Paso on Getting a Law School?

BY JANET MONTEROS

Several El Pasoans drove the 9 hours down to Austin to testify in favor of H.B. 327 (El Paso law school bill) filed by El Paso House Representative Lina Ortega. Representative Ortega was able to have a hearing set for review of the bill. A companion senate bill had also been filed by Senator Jose Rodriguez. The bill was also signed on by all the El Paso House representative delegation in a show of support.

The bill was set for hearing before the Texas House Committee on Higher Education on April 3rd at 8:00 a.m. You can listen to the testimony by accessing the video clips for the 1st part of the Higher Education Committee meeting on the morning of April 3rd. Go to place in the video at 10:20 to access the portion of the testimony in favor of the bill. No one testified against the bill. A representative of the Texas Higher Education Coordinating Board was in the audience. The City of El Paso had included it on their legislative agenda for this session and their lobbyist was in attendance but did not testify. The County also added the bill to their own legislative agenda.

The reception by the Committee was very positive and a fiscal note had been added to the bill which was very helpful as it set the parameters offered by two university systems, the University of Texas system and the Texas



A&M university system.

The Bill passed out of committee unanimously with 0 Nays and three absentees. The bill was sent to the Local & Consent Calendar Committee. The Local & Consent Calendar Committee did not place the bill for hearing because of the potential fiscal note in future years. Bills in the Local and Consent Calendar Committee must be revenue-neutral. The bill was then referred to the Calendars Committee where it was left pending, it did not get to the House floor this session.

Ultimately, the H.B 327 received more traction than anticipated and was very favorably commented on by members of the Committee

on Higher Education. A big thank you to Representative Lina Ortega for her guidance and Senator Jose Rodriguez and the El Paso delegation for their support.

The El Paso law school initiative committee, composed of community members, is open to all in the community to join. It will continue in its efforts to bring a law school to El Paso. The planning strategy for the next session is now underway. Get involved! The committee meets every second and fourth Saturday of the month unless announced otherwise. If you wish to have the notice of meeting dates and place, send an email to janet.monteros@att.net or to Ray@ManceraGroup.com or call 915-532-2444.

EL PASO BAR ASSOCIATION
500 E San Antonio, Room 1204
El Paso, TX 79901
915-532-7052
info@elpasobar.com

PRESS RELEASE
MAY 6, 2019
FOR IMMEDIATE RELEASE
CONTACT: Janet Monteros; 915-504-9993
Janet.monteros@att.net

El Paso Bar Association Awarded a Grant to Expand Its Media Outreach to Veterans

The Texas Bar Foundation recently awarded a media outreach grant to the El Paso Bar Association in the Bar's efforts to contact veterans and veterans' groups. The grant award will assist in the delivery of pro bono legal services to veterans through notification of the periodic availability of veterans' legal service assistance clinics.

Since its inception in 1965, the Texas Bar Foundation has awarded more than \$20 million in grants to law-related programs. Supported by members of the State Bar of Texas, the Texas Bar Foundation is the nation's largest charitably-funded bar foundation.

El Paso's Future Lawyers at Work

Every year during the second weekend in February our Courthouse is filled with the ruckus of the Region 19 – Texas High School Mock Trial Competition. This year the competition was held on February 8 and 9. Twelve schools from all over the El Paso area were represented and in all 150 high school students participated. Lawyers, from all walks of life in our community, took time out of their busy lives and acted as coaches for these schools in the weeks and months leading up to the competition, giving the students hours upon hours of coaching and guidance, plus more of their time during that weekend. Some of those dedicated lawyers are Amanda Enriquez, John Briggs, Brian Rodriguez, James Montoya, Lyn Coyle, Linzui Vergara and Gabe Serrang. Approximately 40 local lawyers and Judges gave of their time that weekend judging the completion, including Judge Penny Hamilton, Judge Salas Mendoza and Justice Yvonne Rodriguez who judged the intense final round.

The theme of this year's case was criminal,



*First Place
Franklin High
School, for the
second year in
a row*

The State of Texoma vs. Avery Jackson. After months of preparation and two long, grueling days the top 3 teams were selected and on their way to the State Meet.

First Place was Franklin High School, for the second year in a row, coached by Assistant District Attorneys Amanda Enriquez and Elizabeth Howard (whose Uncle and Father are well respected lawyers in town, in addition to the hard work and dedication Amanda and

Elizabeth apply to their positions)

Second Place was attained by Northwest Early College High, whose teacher and coach is Kenneth Hozmann.

Third Place was El Paso High School coached by attorney Lyn Coyle, another well respected, hard-working El Paso lawyer.

Congratulations to the dedication put forth by all the high school students and everyone who helped them in this endeavor.



El Paso Lawyers for El Paso Veterans

Memorial Day Veterans Legal Clinic put on by the El Paso Bar Association on the 1st day of June was filled with hustle and bustle. This year's location of El Paso Community College - Mission Del Paso Campus in far East El Paso was successful in attracting military members and veterans. Judge Richard Samaniego, as the keynote speaker, gave a heartfelt discussion on his dedication to veterans and some insight to military members and veterans about his plans for the County of El Paso and veterans services. Judge Laura Strathmann used the

event as the kick off for the Military Family Preservation Track of the El Paso County Family Courts.

There were numerous community agencies and volunteers present to assist Veterans, such as Fort Bliss Legal Assistance, Social Security Administration, El Paso Dispute Resolution Center, Texas Workforce Commission, Texas Attorney General's Office-Child Support Division, Texas Rio Grande Legal Aid, Hospice of El Paso, Cricket Mobile, and El Paso VA Healthcare.

Lawyers throughout the city volunteered; a

lot of comradery was displayed, a little bit of angst came out and on several occasions, as Steve Fisher put it – the Veterans had 3 lawyers at once to speak with - on their issue. The lawyers to be thanked for their time on the clinic day are Miriam Cruz, Richard Mattersdorf, Bob Warach, Jaime Sanchez, Magda Soto, Jessica Kludt, Michael Neal, Stephanie James, Steve Fischer, Constance Wannamaker, Milad Farah, Phil Mullin, Dan Hernandez, Ray Chow, Racheal Adkins, Monica Perez, Everett Saucedo, Elizabeth Edwards and Merwan Bhatti.

El Paso Family Courts Military Family Preservation Track

BY JUDGE LAURA STRATHMANN

The El Paso County Family Courts Military Family Preservation Track (MFPT) is designed to support the policy of the State of Texas of ensuring ongoing, quality contacts between a child and his/her parents who can provide a safe, secure loving environment to the child. At the time of a divorce, the life events of a military family may present circumstances to the family that are unique to that population. Our military personnel are intensively trained to fight for our freedoms, which oftentimes leads to a separation of the military service member from his/her family unit. Our soldiers are intensively trained over a significant time for combat and military operations; they are not trained on how to decompress and cope with the effects of trauma to be an ordinary citizen again upon his/her return.

The Texas Family Code mandates that if a military service member who has the exclusive right to determine the residence of the child is called away for duty, and the child will have to reside with the other parent during the military service member's absence, a temporary order shall issue that will immediately return the child to the service member upon his/her return; there is no statute providing the same for any other individual that may be called away from home for work. The Texas legislature has recognized the unique challenges of the military population and the El Paso County Family Courts are working to support our military family and their unique circumstances.

Oftentimes, military service members feel that he/she will be at a disadvantage in family court due to events such as time away from the family (which impacts not only direct care of the child but also being present), traumatic events, future assignments, and the effect the litigation may have on their career.

The El Paso County Family Courts MFPT is a track that a military service member, veteran, or spouse, may request to facilitate a healthy transition for their family unit as they proceed through family court. The Family Courts will work with the family and Fort Bliss or One Stop to provide coaching and classes in hopes

The Texas legislature has recognized the unique challenges of the military population and the El Paso County Family Courts are working to support our military family and their unique circumstances.



of minimizing conflict, identifying specific needs of the parties, and presenting classes on the needs of children at different ages and direct involvement in a child's life even when there are many miles between the child and parent. Ultimately, the Family Courts hope that

no matter the future direction of the family, the Family Courts will have successfully implemented an order that will ensure that the child(ren) the subject of the suit will have the benefits of having both of his/her parents fully involved in their lives.

CONFLICTS? RESOLUTIONS!

Solving Problems--Closing Cases

Patricia Palafox

*Bilingual Attorney
Mediator-Arbitrator*



**Celebrating 22 years
of Professional
mediation & Arbitration;
38 years of Legal
Representation**

TEXAS and NEW MEXICO
State & Federal Civil Cases
Employment • Personal Injury
Medical Malpractice
Family Law • School Law
Construction Contracts
General Business Law



Mediation, Negotiation
and Arbitration Training

Harvard Law School

The Attorney-Mediators Institute

Texas Wesleyan University
School of Law

The National Mediation Academy, Inc.

38 Years of Legal Representation



*Thank you for your support
and trust over the years*

8001-E North Mesa, PMB 345
El Paso, TX 79932
Phone: 915-833-6198
Fax: 915-833-7305
palafoxpatricia@sbcglobal.net

Teaching Old Dogs New Tricks and Vice Versa

BY DAVID J. FERRELL
dferrellepaso@gmail.com

Well if you wait long enough old tricks become new and new tricks become old. That is a truism even in the practice of law.

On March 15, 2019, the El Paso Bar Association partnering with the General Practice Section of the Texas Bar presented a 2-hour CLE "Technology Teaching Old Dogs New Tricks - One Step at a Time." The CLE reached its sign up capacity (30) in one day.

Two "tricks" were presented, Google Voice Dictation and Google Remote Desk Top. These two free utilities have supplanted software that many of us paid for and updated for years. And, the free software works just as good as the paid for name brand products, at least for what I need.

What panic accompanies a 50 year old lawyer going into private practice, who always had someone else formatting his/her work product and doing the research, office material procurement, billing/time accounting, etc.? The question, "Now that I will be alone, how will I run my practice?"

I think there will be other "Old Dog" CLEs in the future to help with these issues, but I think there is another valuable spin for "Old Dog" training, and that is, "Teaching New Dogs Old Tricks."

This second paradigm will pass on to new lawyers tricks that are learned in the trenches by actually "doing" and learning by "messaging up."



On March 15, 2019, the El Paso Bar Association partnering with the General Practice Section of the Texas Bar presented a 2-hour CLE "Technology Teaching Old Dogs New Tricks - One Step at a Time." The CLE reached its sign up capacity (30) in one day.

Experience is a great teacher and "Old Dogs" have that.

The GP Solo section of the Texas Bar Association puts on a General Practice Institute CLE at Baylor Law School each spring. This year the seminar is scheduled for April 26 and covers:

1. Family Law Update;
2. Ethics in Criminal Law;
3. Real Estate Update;
4. Texas Lawyer Ethics Issues and Legal Malpractice Avoidance;
5. The Lawyer's

Approach to Trial: What Should Be Going Through Your Mind?;

6. Cybersecurity 101: Privacy and Cybersecurity For Lawyers; and

7.eDiscovery 101: State of the Art & Best Practices.

A new focus is needed to target lawyers leaving government service and/or law firms. Many of these lawyers had "staffs" to do the things solos do for themselves.

Some of the topics that can be discussed in future "Old Dog" CLEs include:

1. Creating a bullet proof trial notebook - in a lop top portfolio - that will mesmerize your jury and horrify your opponent;
2. Working with video;
3. Public data acquisition;
4. Setting up your own office video security system - CHEAP!

MEMBERSHIP DUES STATEMENTS

The 2019-2020 Membership Dues Statements have been sent out, please send in your dues payment so we can continue doing great things for our membership.

KINDNESS:

A Defining Characteristic of the Genuinely Strong

BY OSCAR G. GABALDÓN, JR.

“Human relations are becoming colder. Communications are becoming more hurried and impersonal. Values such as profit and efficiency are taking on greater importance at the expense of human warmth and genuine presence.”

— PIERO FERRUCCI, *The Power of Kindness: The Unexpected Benefits of Leading a Compassionate Life*

Every passing moment of our lives, we are afforded opportunity after opportunity to choose to extend genuine kindness to others; be that at home, work, a local grocery store, a courtroom or law office, a parking lot, a church, a concert, or some other setting. In relating to others, it is important to not lose sight of the fact that extending heartfelt kindness invariably involves treating others with sincere respect. No matter how difficult our day may be, we all have the innate capacity to be kind – even towards those who are unkind. British author Ashleigh Brilliant encourages us to be kind to unkind people, because, as he observes, they need it most.

What is it that makes kindness a Herculean virtue? Why is it that the “truly” strong recognize the far reaching power of this noble virtue? Kindness often reduces tensions and other forms of frictions among people. A gesture, a kind word, a warm handshake, or just a friendly nod often conveys to others a genuine openness and a good faith willingness to relate respectfully and with an overall congenial and considerate attitude. Kindness enriches our mental serenity and fine tunes our emotional well-being. Kindness is the nobler and more mature road to take in the pursuit of quality human relations. Kindness helps to increase our self-esteem and sense of self-worth. It reduces feelings of depression, encourages optimism, and benefits our physical health. In short, the list of benefits that come with being kind are many. In spite of this, however, we sometimes yield to less than honorable conduct in how we relate to others.

It is easy to be rude and raise our voices in



anger, to hurdle insults when our self-pride is hurt, to throw tantrums, to ridicule others for their mistakes, and to be resentful and hold grudges. A child can do that just as easily. When we choose to pursue such callous avenues of handling our pride or frustrations, we are, in essence, opting to diminish our intrinsic value and strength – we impair, and sometimes even corrode, the quality of our humanness. In so doing, we succumb to our lesser selves, thereby allowing our intelligence and good sense to take a back seat to our emotions.

In contemplating the paradigm of kindness, we should be mindful of psychotherapist and philosopher Piero Ferrucci’s perceptive observation that “If kindness has falseness at its base, it is no longer kindness. It is labored courtesy.” False kindness chips away at our human nobility and reduces the quality of our personal integrity. Most of us want to be kind; but, we also recognize the reality that there are everyday experiences that challenge our willingness and commitment to be kinder individuals. Displeasing experiences, such as stress, disappointment, anger, impatience, and a sleuth of other emotions and feelings, sometimes contribute to our decision to hold hostage the “kind-self” that we are...or that we are capable of becoming. When we find ourselves in the realm of unkindness, we stumble upon the place where heartlessness, callousness, hostility, indifference, and other self-focused inferiorities dwell. Fortunately, this situation is reversible. Hence, when we are presented opportunities to show kindness, we must seize those opportunities without a second thought.

While we can always choose to be kind, we

must stay cognizant of the fact that the longer we wait to allow the virtue of kindness to develop into an integral part of our character and personality, the easier it gets for us to become lackadaisical or to procrastinate in nurturing and enhancing our ability to grow in kindness.

When being kind is not an integral part of who we are, we sometimes tend to roam around aimlessly, going in circles in search of a sense of serenity, contentment, success, or fulfillment that may give us a feeling of self-worth or value. While we may do well financially, enjoy a comfortable social climate, prosper in our career achievements or achieve other professional and personal milestones... an emptiness of sorts may continue to linger in our minds and hearts.

Developing our kindness potential, however, is a very worthwhile prescription for curtailing such lingering and discomfiting feelings of emptiness. Kindness beseeches us to maintain a positive inclination towards others by not judging others, accepting others for who they are, and keeping in mind the truth in the celebrated author Mark Twain’s wisdom that “Kindness is a language which the deaf can hear and the blind can see.” Whether we realize it or not, even the simplest expressions of kindness can create powerful and long lasting vibrations of good will in people’s hearts and minds, whether for years to come or for a lifetime.

In life, there will be persons who will treat us unkindly, and we must try to summon the strength to forgive those persons. On the other hand, if we are the ones that are unkind towards others, we must muster the humility and the strength to ask for forgiveness. Is there a benefit in doing this? Perhaps author Donald L. Hicks best answers this question by saying “When you forgive, you free your soul. But when you say I’m sorry, you free two souls.”

OSCAR G. GABALDON, JR. is the former Judge of the Child Protection Court and the Preservation Family Drug Court. He presently serves as an Assistant City Attorney and Police Legal Advisor.



What to Look for in a Title Agency

Whether you are closing on a home or are working on a legal case that involves a property, title agencies play a huge role in obtaining the right documents for these situations. Finding the right title agency, and the right people who are leading it and closing the transactions, is crucial because it will determine how smoothly the process goes.

Title agencies can help you obtain a variety of different documents, such as titles, deeds, title insurance and more. These documents are essential to realtors who close on homes regularly. Attorneys may also need to work with a title agency when they have a case where a client may be inheriting a property or may be fighting to obtain the rights to own the property.

“The role of title agents and

agencies is to be an unbiased third party or fiduciary. In this role, everyone involved in the transaction is held accountable by us to do their part before the transaction can be closed, funded and recorded. This action protects everyone involved. Clients should look for willingness to get the job done, follow-through, engaging attitudes, integrity, trustworthiness, knowledge, flexible hours, offices that offer a wonderful atmosphere and high-tech tools,” says Janette Coon, president of Prosperus Title and Escrow LLC.

Speak with several title agencies to see what agency will meet your

needs. Whether you are a realtor or an attorney, find an agency that is efficient, trustworthy and safe. Make sure that you feel confident with the people that you are working with. Prosperus Title and Escrow LLC is a new title agency in El Paso with highly knowledgeable and experienced people. The agency is being led by Janette Coon who has more than 30 years of experience in the industry.

If you would like to find out more information about title and escrow, call the Prosperus Title and Escrow LLC team at 915.288.2468 or email at ContactUs@ProsperusTitle.com.



PROSPERUS
TITLE & ESCROW

EL PASO BAR ASSOCIATION SWEARING IN OF OFFICERS AND DIRECTORS FOR 2019-2020 BAR YEAR



Daniel Hernandez - President

Janet Monteros - President Elect

Hon. Laura Strathmann - Vice President

Monica Perez - Treasurer

Danny Razo - Secretary

BOARD OF DIRECTORS

Merwan Bhatti

Daisy Chaparro

Milad Farah

Hon. Penny Hamilton

Hon. Sue Kurita

Practice of Mexican Attorney

BY CARLOS ENRÍQUEZ-MAGAÑA.

Even though only the Rio Bravo divides the cities of El Paso and Ciudad Juarez, there stand important differences between the practices of lawyers in both international borders. Therefore some basic enquiries that could be examined regarding the practice of Mexican lawyers might be the following:

What is the legal framework that regulates the attorney profession in Mexico? Is there a difference between lawyer and attorney? Is an additional legal framework for the practice of an attorney in the State of Chihuahua? Are there government institutions and associations that regulate the professional practice of the attorney? How can someone know about the accreditations of an Attorney? Who can use the word Bar Association? Can a foreign lawyer practice in Mexico?

In order to start answering those questions, it can be said that the professional practice of lawyers in Mexico is mainly regulated in all the country by the federal Mexican Political Constitution, and by the Regulatory Law of Constitutional Article 5 relative to the exercise of professions in the Federal District, additionally it is regulated by the State Political Constitution, and in the State of Chihuahua rule by the General Law of Professions of the State of Chihuahua (LGPECH),

to which in year 2017 important reforms were made.

Mexican attorneys with a federal authorized license, are allowed to practice in all states of Mexico, although each state can regulate the form of its exercise, citing for example that in the State of Chihuahua to appear to litigate before a Civil, Family or Criminal State Court, it is required that the Attorney make a prior registration of the federal license before the State Judicial Branch, even an additional State license as well can be requested, and the Attorney will be subject to particular State rules of professional conduct for the attorney

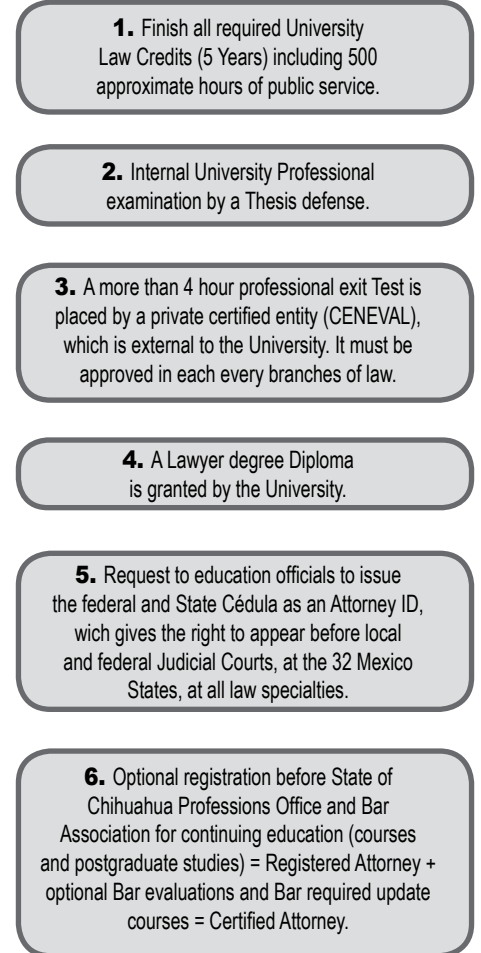
practice.

There is no distinction between the term Lawyer and Attorney, since in both cases it is inferred to have full capacity to appear before a court case, being at the sole discretion of the lawyer decide to file in court any case at specific area of practice, according to their common practice and ethics for the exercise of said area.

In Mexico to study law at a university, it is only required to have completed high school education, and the time to get a law degree may take in average five years. So then, after obtaining the law degree, the final authorization for the full exercise as an Attorney is granted by the Federal Public Education Office in the form of a authorized license in Spanish call "Cédula", and although each State has its own State Education Office that can also grant a State Cédula for the use at a specific State; It is considered that a quality university is well accredited by both Federal Public Education Office and State Education Office in which the University is located, in order for the graduate, to be able to request the process of both federal and State Cédula.

So, to be more specific in the subject of obtaining the State or Federal Cédula, it is required that the law student first approve all their credits, also have done approximately more than 500 hours of public service, essentially by representing before Court people of limited resources, acting under the protection of a graduate Attorney, then depending on the University, a Thesis usually will be requested and has to be defended in an examination before a University Teachers committee, then at parallel time, the law student has to approve a professional Test placed by the National Center of Evaluation for Higher Education (Ceneval), which is a private Civil Association external to the University, then after those test and examinations successfully approved, the University may grant a Professional Diploma. So finally then, the law graduate may request to

education officials the federal and State cédula to be issued. All the above process can be seen in the following diagram:



From the previous diagram, it could be appreciated that once the lawyer has obtained his federal and state Cédula that grants the right of the attorney profession, optionally and additionally according to the current General Law of Professions of the State of Chihuahua, the lawyer can voluntarily join a civil association Bar of Lawyers, and therefore also can do his registration with the State Office



Office re-location

The Law Office of Jorge Luis Rivas, Jr. proudly announces their re-location and opening of their new office, located at 1600 N. Kansas Street, El Paso, Texas 79902. The office's phone number (915-533-7200) and attorney's email address (jlr@jrviaslaw.com) remain unchanged.

The Law Office of Brock Benjamin proudly announces their re-location and opening of their new office, located at 1600 N. Kansas Street, El Paso, Texas 79902. The office's phone number and attorney's email address remain unchanged.

of Professions, so that he can be considered as a registered lawyer or as a certified lawyer, pointing out that the absent of such registration or certification will not limit in any way the attorneys capacity for the exercise of their profession, although it is an effort of the State of Chihuahua to generate a public list of updated attorneys for the best exercise of their profession.

The Bars of lawyers in Mexico are private associations of voluntary affiliation dedicated to the continuing education of the lawyer, to defend their professional interests, and are consulting organizations for the government in matters of public policies, and in some cases through Bars members, people who can't afford a private attorney are represent before the courts. It should be noted that currently the Juarez Bar of Lawyers (Barra y Colegio de Abogados de Ciudad Juárez BCACJ), is the only Bar that keeps in Juarez City an office inside the State Court building, where it receives people from low income to be represented in civil and family matters, and recently under the leadership of its current President Mr. Javier Peña, a second office had

been inaugurated within the facilities of the Chihuahua General State Prosecutor's Office, where the BCACJ attends people in criminal matters.

Currently in the State of Chihuahua given recent changes applied in the LGPECH, a Bar of lawyers can only be publicly identified with the word "College of Professionals" if it has submitted the registration of 100 Lawyers before the General Office of Professions of the State of Chihuahua, or with 12 Lawyers who have a Postgraduate Degree in a specific area, in order the Bar can be identified as a "College of Specialists", among other requirements that guarantee the quality of the Bar, such as having a continuous education program, and an Ethics Code, the above which will empower the Bar to participate jointly with the General Office of Professions of the State of Chihuahua, in the registration and certification attorneys program, as well in the application for the disciplinary measures at the attorney faults.

Finally it is to indicate, that the LGPECH provides the possibility for a foreign lawyer to provide their services in the State of Chihuahua as a Foreign Legal Consultant, after obtaining

authorization from the State of Chihuahua Office of Professions and an authorized Bar, for practice limited to the consulting of the foreign law, at contractual matters or for appear in a trial before Chihuahua state courts as an expert in the foreign law, likewise the LGPECH also provides the possibility for a foreign Attorney to fully exercise its profession as Attorney with the possibility of appearing before Chihuahua State Courts, for which a series of requirements are requested as to have exercised for five years in their country of origin, to have permission to reside in Mexico, to be register in a Bar, among other requirements in which the most complicated given the difference of legal systems, it would be to obtain the revalidation in Mexico of the foreign studies of law.

If any person want to find out the accreditations of a person to legally practice as an attorney in Mexico, it can be visited the following link: <https://www.cedulaprofesional.sep.gob.mx/cedula/> where it has to be enter the full name of the person, and the system will display the description of the bachelor and postgraduate degrees.



CARLOS EDUARDO CÁRDENAS

ATTORNEY & COUNSELOR AT LAW
A PROFESSIONAL CORPORATION

cecardenaslaw@gmail.com

www.superlawyers.com

(Carlos Cardenas/El Paso)



Representing El Pasoans in Austin Since 1980 in Administrative Law Proceedings Before the:

TEXAS MEDICAL BOARD
TEXAS BOARD OF NURSING
TEXAS STATE BOARD OF DENTAL EXAMINERS
TEXAS EDUCATION AGENCY
TEXAS DEPARTMENT OF LICENSING & REGULATION
TEXAS DEPARTMENT OF PUBLIC SAFETY
TEXAS ALCOHOLIC BEVERAGE COMMISSION

Texas Super Lawyer - Thomson Reuters (2014-2018)

EL PASO OFFICE

717 E. San Antonio Avenue
Toltec Building-Third Floor
El Paso, Texas 79901
915.544.7860

AUSTIN OFFICE

1104 Nueces Street
Austin, Texas 78701
512.478.7463

Austin, Texas - State Capitol

Business Records
Affidavits

Process Service

Litigation Records

Courthouse
Research F

Access your litigation records **ONLINE**

*The records you need,
when you need them.*

As a professional in the legal field, you know how important it is to have quick, easy access to your litigation records. That's why, at Express Records, we make available all records for your case right at your fingertips, 24 hours a day, 7 days a week.

And we don't stop there. At Express Records, we also know that you require dependable, experienced, reliable solutions. Unlike many other companies, we focus solely on records retrieval services, providing you with the highest dependability in on-time records retrieval and delivery.

So go ahead, let us start working for your next case.

Call **915-584-9890** to get started today.

EXPRESS Services

- « Research and Verification of Records
- « Notice of Intent to Take Deposition by Written Questions
- « Subpoena Duces Tecum
- « Business Records Affidavits
- « Courthouse Research/Filings
- « Mobile Notary and Mobile Scanning

EXPRESS Records
Don't Stress. Call **EXPRESS!**



Located in El Paso, Texas. Visit us online at www.expressrecords.net



FOCUS ON WHAT MATTERS

GECU INVESTMENT & TRUST SERVICES*

GECU Investment and Trust Services is here to help prepare you for what matters most. We can help get you closer to your financial goals and get you ready for what comes after.

GECU Investment and Trust Services is your partner for ...

- 401(k) rollovers**
- Retirement planning
- Financial management
- Insurance services
- Estate planning, settlement and guardianship***
- Trust management and administration***

Visit gecu.com/invest, or call 774.1765, today for your no-cost, no-obligation appointment.



*Securities sold, advisory services offered through CUNA Brokerage Services, Inc. (CBSI), member FINRA/SIPC, a registered broker/dealer and investment advisor. CBSI is under contract with the financial institution to make securities available to members. Trust services available through MEMBERS Trust Company, a federal thrift regulated by the Office of the Comptroller of the Currency. Not NCUA/NCUSIF/FDIC insured. May Lose Value, No Financial Institution Guarantee. Not a deposit of any financial institution. CBSI is a registered broker/dealer in all 50 states of the United States of America.

**Prior to requesting a rollover from your employer-sponsored retirement account to an individual retirement account (IRA), you should consider whether the rollover is suitable for you.

***Representatives are neither tax advisers nor attorneys. For information regarding your specific tax situation, please consult a tax professional. For legal questions, including a discussion about estate planning, please consult your attorney.

FR-2229436.1-0818-0920

gecu.com/invest



EL PASO BAR ASSOCIATION
500 E. San Antonio, Rm. 1204
El Paso, Texas 79901
(915) 532-7052



LAW DAY AWARD WINNERS:

The following awards were presented at the Annual
Law Day Dinner on Saturday, May 4, 2019 at
Coronado Country Club:

EPBA AWARD WINNERS:

DUANE A. BAKER PROFESSIONALISM AWARD
Karen Larose

HONORABLE SAM PAXSON OUTSTANDING
JURIST AWARD
Judge Alma Trejo

OUTSTANDING SENIOR LAWYER
Ruben Robles

OUTSTANDING LAWYER
John Mobbs

OUTSTANDING GOVERNMENT ATTORNEY
Jaime Gandara

PRO BONO AWARD

Las Americas Immigrant Advocacy Center
Diocesan Migrant & Refugee Services, Inc.
Jed Untereker

PRESIDENT'S AWARD

Laura Enriquez

ALBERT ARMENDARIZ AWARD

Rachel Scott

EPYLA AWARD WINNERS:

OUTSTANDING YOUNG LAWYER
Ali Walker

CORI A. HARBOUR OUTSTANDING
PRE-LAW STUDENT
Angel Salcido-Padilla

LIBERTY BELL AWARD
Taylor Levy