

THE SYSTEM THAT NOBODY OWNS

How Reno's Indigent Defense Structure Swallowed a Man Whole —
and Why No One in Nevada Will Claim the Jurisdiction to Stop It

By Shawn Edward Rouse | June 2026

Case No. 24CR-08791 | City of Reno v. Shawn Edward Rouse

NEVADA MADE A PROMISE

In 2020, the State of Nevada entered a Stipulated Consent Judgment in *Davis v. Nevada*, Case No. 170C002271B, First Judicial District Court for Carson City. The case had been brought by the ACLU of Nevada on behalf of indigent defendants across Nevada's rural counties who were being denied constitutionally adequate representation. The judgment committed Nevada — through the newly created Department of Indigent Defense Services (DIDS) and its independent governing Board — to a framework of minimum standards, oversight, and enforcement of the Sixth Amendment right to effective counsel.

One year earlier, the Nevada Legislature passed Assembly Bill 81, acknowledging in statute that Nevada had a non-delegable duty to provide effective representation at every critical stage of criminal proceedings. The Nevada Supreme Court had already issued ADKT 411 — a governing administrative order establishing minimum standards for indigent defense across all Nevada courts. The Washoe County Board-Approved Model Plan, adopted October 6, 2021, extended those standards explicitly to private contracted attorneys operating in the Second Judicial District.

On paper, the system that existed when Shawn Rouse was appointed indigent defense counsel in July 2024 was the most robust in Nevada's history. There were standards. There was a Board. There was a Department. There was a consent judgment. There was a model plan. There were rules.

The officials responsible for enforcing that framework have been in place throughout. Aaron Ford became Nevada's Attorney General in January 2019 — before the *Davis* consent judgment was even finalized. He has held that office for the entirety of the post-settlement period, the entirety of the AB 81 implementation period, and the entirety of the period during which the jurisdictional gap his office could have challenged was allowed to widen. Joe Lombardo became Governor in January 2023, inheriting executive responsibility over DIDS Board

appointments, AB 81 implementation, and the consent judgment's ongoing compliance requirements. Between them, Ford and Lombardo have owned the enforcement obligation for at least the last four years.

Neither enforced it.

None of it applied.

This is not about grievance or one bad actor. What follows is documented systemic failure by just about every actor in charge of the rule of law, procedure, and justice. This is one case — fully documented.

THE FICTITIOUS FIRM AND THE ACCOUNTABILITY GAP

Before Keith Loomis's conduct is examined, there is a threshold question the City of Reno has never answered: who verified that his firm of record actually existed?

Loomis was appointed to represent Rouse under the firm name Walsh, Baker, Rosevear & Loomis, P.C. When Rouse sent demand letters in April and October 2025, one of the named partners responded. She informed Rouse that she and another named partner had **severed all professional ties to Loomis over fifteen years** prior. Yet those same partners remained listed as his firm of record in official court appointment documents throughout the pendency of Rouse's case.

Loomis was operating under a fictitious firm name in official court records. The city contracted him. The court appointed him. City Administrator Veronica Lopez later defended him. At no point did anyone verify that the firm listed in the appointment paperwork was real.

That is not a clerical error. That is a fraud on the court embedded in the indigent defense contracting process itself — and it is a direct product of the accountability gap at the center of this story. The City of Reno contracted with and paid Loomis without any vetting mechanism capable of detecting this material misrepresentation. When Rouse attempted to report counsel neglect, DIDS, the Attorney General, and the Governor all disclaimed jurisdiction, leaving a defendant — homeless and injured — to bear the entire weight of a system that nobody owns.

THE ATTORNEY WHO WAS THERE IN NAME ONLY

Keith Loomis is a solo practitioner who contracts with Reno Municipal Court to provide indigent defense services. He was appointed to represent **Shawn Rouse on July 11, 2024, in Case No. 24CR-08791**, a first-offense misdemeanor domestic battery charge. He did not take the case through a public defender's office. Rouse did not hire him privately. Rouse didn't have a choice. Loomis was a city-contracted attorney, compensated with public funds, appointed by the court to fulfill the constitutional obligation the State of Nevada and the City of Reno had committed to meet.

Between **August 22, 2024 and March 11, 2025 — 180 days — Rouse made 23 documented attempts to contact Loomis:** emails, calls, voicemails. Loomis responded once. The response was a two-minute-forty-five-second phone call on November 19, 2024, in which he pressured Rouse to take a plea deal. When Rouse asked about filing a motion, the call ended.

That is the complete record of Loomis's substantive communication with his client over six months.

The first sign came early. On **July 22, 2024** — after waiting the court-required 10 days — Rouse contacted Loomis to request an expedited jury trial and removal of mandatory alcohol monitoring imposed three times a week at \$15 per test, which was forcing him to remain in Reno with no vehicle and no resources. Loomis replied the same day: he was going on vacation and wouldn't be available until August 4th. He suggested his client file the motion himself. Rouse did — July 23rd. From that first exchange, Rouse knew something was wrong.

July 31, 2024 — Rouse spoke with pretrial clerk Linda Cross and was approved to switch from in-person urine testing to an OSM monitoring device. Linda Cross would become the one person in the system who consistently tried to work with Rouse.

August 22, 2024 — Pretrial Conference with Judge Champagne. Rouse drove from Southern California and arrived on time. Loomis did not engage with Rouse as an individual. Rouse asked about the alcohol testing requirement. Judge Champagne gave a verbal order: OSM would be dropped after 30 days of absolute zero readings. A tentative October jury trial was discussed. Rouse drove back to Southern California. Loomis never filed a motion to memorialize that order. That unfiled motion — thirty minutes of work at most — would have prevented everything that followed.

September 27, 2024 — Rouse completed the required 30 days of absolute zero readings. The OSM should have been dropped. It wasn't. No motion had been filed.

October 1, 2024 — Rouse returned to Reno. Loomis remained unresponsive. Rouse wanted to be nearby for trial. He DoorDashed to survive and picked up house-sitting work.

October 6, 2024 — Pretrial services officer Wendy Larios called Rouse directly. She had documented Loomis's unresponsiveness and reported it to the court. The court took no follow-up action. An acknowledgment was received October 9th. Nothing changed.

November 19, 2024 — Loomis finally called. Two minutes forty-five seconds. Pressure to take a plea. When Rouse asked about filing a motion, the call ended.

December 24, 2024 — DoorDashing on Christmas Eve, Rouse's vehicle transmission failed. True homelessness was now imminent when his house-sitting arrangement ended January 4th.

December 25, 2024 — Rouse filed a written complaint to Washoe County Alternate Public Defender's Office, Kate Hickman who forwarded the complaint to Reno Municipal Court City Administrator Veronica Lopez, the administrative authority overseeing the court's contracted indigent defense program. Lopez responded December 31st, citing Loomis's "heavy caseload" as the reason for his unresponsiveness and assuring Rouse that Loomis was competent to continue representation.

That explanation was not merely inadequate. It was a documented violation. ADKT 411 §3.1 requires attorneys to decline or withdraw when caseload prevents competent, diligent service. Acknowledging the problem and assuring the client nothing will change is precisely what the rule prohibits. The Washoe County Indigent Defense Plan §6.1 mandates that supervising authorities take prompt corrective action upon a credible complaint of nonperformance. Lopez defended the attorney, blamed the workload, and closed the complaint.

Six days later — **January 6, 2025** — a bench warrant for failure to comply was issued. By the same judge who could have enforced his own verbal order five months earlier. Rouse was never notified. The speedy trial deadline was voided.

January 4, 2025 — After moving his belongings to storage and surrendering his broken vehicle, Rouse was dropped at the CARES Campus. During intake he realized he didn't have the OSM device to test. He immediately emailed Loomis with his location and inability to test. Loomis never told the court.

January 17, 2025 — Rouse drafted a motion to dismiss on speedy trial grounds, knowing the February 22nd deadline was approaching and that jury notification required 30 days. He sent it to Loomis. No response.

January 20, 2025 — Rouse's phone service shut off at midnight, cutting him off from the court and his attorney. He donated plasma to pay for service. The plasma center was out of saline and did not properly replenish his fluids. They gave him a Powerade. Rouse walked across the parking lot to Walgreens. At the counter, wallet in hand, he said he felt dizzy — and blacked out, falling backward onto the concrete floor.

An ambulance was called. When Rouse opened his eyes, the first words out of his mouth were: "Did the transaction go through?" — asking whether his phone payment had processed.

The ER performed a CT scan and X-ray. Rouse had completely shattered the occipital bone at the back of his skull. The hospital called an Uber to send him back to the CARES Campus. He remained on his cot for a week. This is the permanent traumatic brain injury that flows directly from the cascade set in motion by Loomis's abandonment.

February 18, 2025 — Rouse checked the court website to see if the case had been dismissed on speedy trial grounds. Instead, he found the January 6th warrant. He immediately emailed Wendy Larios and Loomis, explaining the warrant was unjustified, the speedy trial clock needed to be restored, and detailing the full timeline. No response from either.

February 27, 2025 — Rouse purchased a 2002 Ford Bronco II with his tax return, left the shelter, and returned to DoorDashing.

March 8, 2025 — On his last delivery of the night, around 10 PM, Rouse was pulled over for no rear license plate. He had a temporary plate in his front window from the DMV title transfer. He was arrested on the January 6th warrant — the one Loomis had never corrected. His Bronco was impounded.

Loomis's representation formally ended March 11, 2025. His total substantive contribution to Rouse's defense over eight months: one phone call under three minutes, urging a plea. Rouse would have been better off representing himself.

WHAT THE JUDGE SAW — AND WHY IT MATTERS

Before continuing it is important to understand how this case looked from Judge Champagne's perspective — because every decision that followed was shaped by a record built entirely on Loomis's silence.

Judge Champagne believed Rouse was a sexual predator, based on fabricated language in the arresting officer's probable cause declaration that Loomis never challenged.

He believed Rouse was defiant of court procedure, because Rouse had filed his own motion to remove alcohol monitoring — something his attorney had refused to do.

He believed Rouse had been noncompliant with court orders, because no attorney had ever explained to the court why compliance had failed.

He believed Rouse had evaded justice and was rightfully incarcerated for 14 days.

None of it was true. All of it was the product of Loomis's failure to communicate — compounded by Wendy Larios's failure to act on her own documented notification of counsel unresponsiveness, Veronica Lopez's failure to investigate, and Judge Champagne's failure to enforce his own verbal order.

That is the record the next attorney inherited.

THE REPLACEMENT WHO REFUSED TO DO THE JOB

Kyle Edgerton, operating as Edgerton Legal LLC, was appointed as successor counsel on **March 11, 2025** — the same afternoon Rouse was arraigned before Judge Drakulich on the unjustified January 6th warrant.

The appointment came at the worst possible moment. Rouse had been incarcerated for three days. He was still recovering from a shattered occipital bone. His car had been impounded. He was about to lose a property management position paying \$80,000 a year with housing included — a job that was supposed to begin March 10th.

Edgerton had roughly thirty seconds to speak with Rouse before Judge Drakulich took the bench. Rouse told him the warrant was wrongful — that he had been compliant, that Loomis had abandoned him, that there was documentation. He told him about the shattered skull. He told him about the job.

The prosecutor then told the court that Rouse had been noncompliant and that Loomis could not reach him. That was the opposite of what the documented record showed — but the documented record had never been introduced, because Loomis had never introduced it. Edgerton did not object. He did not ask for a continuance to review the file. He did not challenge the prosecutor's characterization. When Judge Drakulich muted Rouse's microphone mid-sentence — cutting off the defendant's own account of what had happened — Edgerton did not object to that either.

Bail was set at \$1,500, all cash. No OSM device was reimposed — a tacit judicial acknowledgment that the monitoring condition had never been appropriate. Rouse spent fourteen days wrongfully incarcerated, still nursing a shattered skull. His Bronco was impounded. The \$80,000 job evaporated.

Edgerton inherited not a clean slate but a record built entirely on Loomis's silence — a judge who believed the defendant was a defiant recidivist, a prosecutor who had never been challenged on a single mischaracterization, and a case file reflecting eight months of professional abandonment. Edgerton chose to work within that record rather than correct it. That choice had consequences.

THE APRIL APPEARANCE: PRESENT BUT INVISIBLE

April 10, 2025 — Rouse drove from Southern California for an April 15th pretrial conference. The fuel pump failed en route. AAA towed him to a repair shop quoting \$600 just for evaluation, requiring them to pull the gas tank. They loaned him a vehicle. He arrived at Reno Municipal Court on April 15th suffering from severe laryngitis — the kind that follows a cross-country drive in a borrowed car by a man with a healing skull fracture and no stable housing. He was there. In person. In the courthouse.

He found Edgerton and told him he couldn't speak. Edgerton excused him, told him to get some rest, and said his presence was not required until trial. Rouse drove back to Southern California.

That same day in court, Judge Champagne marked Rouse as a no-show and noted a long history of the defendant defying the court. A status hearing was set for May 8th.

The court's docket reflected a defendant who had defied another appearance. What it did not reflect was that the defendant had driven eight hours, navigated a fuel pump failure, borrowed a vehicle, arrived at the courthouse, spoken to his attorney, been dismissed by his attorney, and driven eight hours home. None of that appeared anywhere in the record because Edgerton never put it there.

MAY 8TH: THE PATTERN REPEATS

On April 16th — the day after Rouse's excused appearance — Edgerton sent a notice for the May 8th status hearing. It contained no instruction that in-person appearance was required. It said nothing about Zoom credentials. It gave no indication that failure to appear in person would result in a warrant.

The morning of May 8th, Rouse was in Southern California with job interviews scheduled. Edgerton called asking where he was. Rouse said Southern California — Edgerton had told him his presence wasn't needed until trial. Edgerton said he would inform Judge Champagne.

May 9th — Edgerton emailed: a new warrant had issued. He admitted in writing that his April 16th notice had not specified that in-person appearance was mandatory. He then stated — in writing, on the record in their email chain — that he would not personally commit to informing Rouse of all future court obligations because of his heavy caseload.

That admission — I will not personally commit to notifying you of your court obligations — should have ended the representation. It did not.

May 15, 2025 — Rouse emailed the court directly, explaining that both the January 6th and May 8th warrants were the result of counsel neglect. Edgerton was copied. No action was taken by any party.

When Rouse later discovered the April 15th email chain — showing Edgerton had told him in-person appearance wasn't required, followed by the May 8th notice with no mention of mandatory attendance — he sent Edgerton the screenshots. He believed he had found the documentation that explained the May 8th warrant. Evidence that the miscommunication was Edgerton's.

Edgerton's response on August 13, 2025 is worth quoting directly, because it is the moment the representation became something other than representation:

"I do not need any updates unless and until someone not named 'Shawn Rouse' takes seriously your contentions that I am responsible for your current warrant or the posture of your case. When that happens, I will consider whether I am entitled to breach our attorney-client confidentiality to

reveal our communications in my defense. Short of that, I do not need a play-by-play. I have far more pressing matters to attend to."

"A word of caution before you go all in on what you seem to think is a smoking gun: Your narrative up until now had been that you had no notice of the 08 May hearing. If you now seek to say, 'Kyle told me about the 08 May hearing but led me to believe that I could appear virtually,' you might want to come up with a credible explanation of why you never responded to my message about the hearing, never asked for Zoom login information, made no effort to contact me day-of, etc. Good luck with all this, but please spare me the updates."

Edgerton used the phrase "smoking gun" himself. He identified the April 15th / May 8th notice chain as potentially damaging to his position — and then told his client, a man with a shattered skull, active warrants, no housing, no car, and no income, to stop contacting him about it. He also warned, in barely veiled terms, that he would breach attorney-client privilege to defend himself if necessary. This is not the posture of an attorney who believes he acted correctly. It is the posture of an attorney managing his exposure.

JUNE 2025: THE LAST CAR

June 2, 2025 — with a hearing scheduled for June 5th to quash the May warrant, Rouse purchased a third vehicle and drove toward Reno. On the Grapevine freeway, the engine blew. He called Linda Cross at pretrial services and communicated with Edgerton. All resources were gone. He was not going to make June 5th. No car. An active warrant preventing shelter access. Rouse offered to surrender to local police for extradition. Edgerton informed him the warrant was non-extraditable — there was no mechanism for Rouse to surrender himself in California and be returned to Nevada to face a misdemeanor charge.

June 5th — the hearing proceeded without Rouse. The Court vacated the July trial dates. It declined to reschedule. It declined to set August dates. The Court's position was unambiguous: the case would not return to calendar until Rouse appeared in person to clear the warrant.

The Court had created a paradox. The only way to access the judicial system was to be in Reno. The warrant prevented access to employment, housing, and shelter. Without employment or housing, getting to Reno was impossible. The warrant was the barrier — and the only path past the barrier was to surrender to it.

Edgerton's June 3rd email captured his final position on the matter: "I am not interested in further litigating past FTA/FTC issues in your case. You are the 'first among equals' in being responsible for ensuring that you are in court when directed."

Placed next to his May 9th written admission that he would not personally commit to notifying Rouse of court obligations, the contradiction is complete. The client bore full responsibility for appearing in court. The attorney bore no responsibility for telling him when or how.

October 15, 2025 — Edgerton filed a Motion to Dismiss Warrant. The motion had been drafted by Rouse. Edgerton added his name and reformatted it. This raises direct concerns under NRPC Rule 8.4 and ADKT 411 — both of which govern candor and prohibit misrepresentation of an attorney's work product.

Edgerton also declined to file a separate motion Rouse had drafted challenging warrant issuance — because that motion named Edgerton's own failures as causally contributing to the warrant. He had a direct personal interest in not litigating that question. He never disclosed the conflict. He never sought substitution.

November 3, 2025 — Edgerton filed a Notice of Withdrawal, representing to the court that Rouse had expressed a desire to terminate representation. Withdrawal was granted December 30, 2025. The court's January 6, 2026 order — signed by Judge Champagne — denied Rouse's pro se Motion to Dismiss on the grounds that the defendant had "refused to make a personal appearance," characterizing Rouse's conduct across the same period when his attorney had refused to notify him of required appearances and refused to litigate the warrants.

A malpractice claim filed with ALPS Insurance in December 2025 was closed January 14, 2026. The insurer concluded that Edgerton's failure to notify Rouse of mandatory appearances was "not caused by any error or conduct by Mr. Edgerton." No explanation for that conclusion has been produced by Edgerton or ALPS.

Across Loomis and Edgerton combined: over 50 documented instances of delay, non-response, and procedural error. Two warrants directly traceable to counsel failures. Nineteen days of wrongful incarceration. A permanent traumatic brain injury. A property management career earning \$80,000 a year with housing — gone. A 24-month delay and counting on a first-offense misdemeanor. A case that, as of June 2026, has never once reached a jury trial.

THE ACCOUNTABILITY VACUUM

Here is what Rouse found when he tried to report what was happening.

Veronica Lopez — City Administrator overseeing Reno Municipal Court's contracted indigent defense program — received the December 2024 complaint about Loomis, cited heavy caseload, and closed it. Six days later the warrant issued. Lopez is not a legal oversight body. She is a city administrator. She is, however, the only direct accountability mechanism that exists for the city's contracted defenders — because every other institution disclaims jurisdiction.

DIDS — Rouse filed a formal complaint October 10, 2025. The Executive Director confirmed receipt October 27th and stated in writing: DIDS does not oversee privately contracted defense counsel. DIDS does not appoint counsel in Washoe County. DIDS does not investigate attorney misconduct. Only the State Bar may discipline attorneys. The complaint was forwarded to Washoe County officials. No corrective action followed.

Nevada State Bar — First grievance filed December 25, 2024, deferred because Loomis remained counsel of record. Second grievance filed October 25, 2025, declined — insufficient evidence of ethical violation.

Consider what the Bar had before it when it declined. Loomis made 23 documented unanswered contacts over 180 days. He responded once — a two minute forty-five second call pressuring a plea. He failed to file a motion memorializing a judge's own verbal order. He failed to notify the court when his client lost OSM access. He failed to respond when a warrant issued. He failed to respond when his client discovered the warrant weeks later. He operated under a fictitious firm name in court appointment records — a fact confirmed in writing by his own named partners. Edgerton admitted in writing that he did not inform Rouse that in-person appearance was mandatory for the May 8th hearing. He admitted in writing that he would not personally commit to notifying his client of future court obligations. He filed a motion drafted entirely by Rouse under his own name. He refused to file a motion that named his own failures as contributing to the warrant — without disclosing that conflict. He threatened in writing to breach attorney-client privilege to protect himself if Rouse pursued the matter. He then withdrew under a representation to the court that his client had requested termination.

These are not allegations. They are not one person's account of what happened. They are documented in emails, in court filings, and in the attorneys' own words. If that record does not meet the Nevada State Bar's threshold for an ethical violation, the question is no longer whether the complaints were sufficient. The question is what the Bar's standard of proof is actually designed to protect — and whether the answer is the client or the attorney.

The malpractice insurer reached the same destination by a different road. ALPS Insurance closed the claim against Edgerton in January 2026, concluding that his failure to notify Rouse of mandatory court appearances was not caused by any error or conduct on Edgerton's part. No explanation accompanied that finding. The Bar found insufficient evidence. The insurer found no error. The attorney's own written admissions — in plain language, on the record — apparently constituted neither. Between the Bar's declination and the insurer's closure, every institutional mechanism designed to hold an attorney accountable for documented, written, self-described failures reached the same conclusion: nothing happened here. The man with the shattered skull and the active warrants and the impounded vehicles and multiple \$80,000 employment opportunities is invited to disagree on his own time.

Nevada Attorney General — Formal complaint filed October 2025. The AG's Constitution Services Unit issued Ticket No. 94004 on November 1, 2025. Four months later the office declined jurisdiction, citing conflict and scope limitations. Aaron Ford is the Attorney General of Nevada. He is also running for Governor in 2026. NRS 7.115(2) empowers and obligates the AG to investigate systemic failures in indigent defense services. No investigation was opened. No letter was sent to the City of Reno. A ticket number is not enforcement.

Governor Lombardo — Formal letter submitted November 2025, asking one governance question: when every statutory oversight body has disclaimed jurisdiction and a defendant's constitutional rights are being violated in documented written form — who is actually responsible? The Governor's office acknowledged the letter. No substantive action followed. Lombardo has executive responsibility over DIDS Board appointments and AB 81 implementation. When the structure he oversees fails to the point that every arm simultaneously disclaims jurisdiction, that is not a technicality. That is an executive governance failure.

Each response is individually defensible. Together they form something that has no defense: a complete accountability vacuum. The defendant — with no law degree, no resources, no housing, a healing skull fracture, and active warrants preventing him from accessing employment, benefits, or shelter — owned all of it.

A CONFLICT WORTH NOTING — NOT IN THIS CASE, BUT IN THE SYSTEM

Jarrold Hickman and Katheryn Hickman had no involvement in Shawn Rouse's case. None. That needs to be stated plainly.

What is relevant is where Jarrold Hickman sits: he is Vice-Chairperson of the Board on Indigent Defense Services — the governing body charged with overseeing DIDS and enforcing Nevada's post-Davis indigent defense standards statewide. His spouse, Katheryn Hickman, is the Washoe County Alternate Public Defender.

The reason this matters has nothing to do with Rouse's case specifically. It has to do with the jurisdictional gap that made cases like Rouse's possible in the first place.

The DIDS Board is the body with the authority to close that gap — to extend Davis compliance requirements to privately contracted municipal defenders and bring them under meaningful oversight. Doing so would directly affect the contracting ecosystem that the Washoe County Alternate Public Defender's office operates within. Jarrold Hickman, as Board Vice-Chair, sits in a position to influence whether that gap gets closed or stays open. His spouse leads the office most directly affected by that decision.

That is a structural governance conflict of interest at the heart of the oversight mechanism built after Davis. Nevada's indigent defense oversight system was designed to be independent. A Vice-Chairperson with a direct family financial and professional interest in the contracting ecosystem his Board is supposed to regulate is not independent. That conflict did not cause what happened to Shawn Rouse. But it is part of why nothing has been done to make sure it cannot happen again.

THE DESIGN OF THE VACUUM

The City of Reno's use of privately contracted indigent defense attorneys was not an administrative accident. It was a structural choice — made with full knowledge of what that choice insulated it from.

The Davis v. Nevada consent judgment established DIDS oversight over government-employed public defenders. What it did not do — and what the Legislature did not correct — was extend clear, enforceable DIDS jurisdiction over privately contracted attorneys working for municipal courts. By contracting rather than employing, the City of Reno created a jurisdictional gap. When its contracted attorneys failed, the gap opened and nothing filled it.

The Loomis appointment illustrates exactly how that vacuum operates in practice. Keith Loomis was contracted and appointed under the firm name Walsh, Baker, Rosevear & Loomis, P.C. — a firm whose named partners had severed all ties to him over fifteen years prior. Nobody caught it. Not Veronica Lopez, the city administrator who oversees the contracted indigent defense program. Not the court that processed the appointment. Not any vetting mechanism at any level of the contracting process. Public money was paid to an attorney operating under a fictitious firm name in official court records, and the only accountability mechanism — a city administrator — later defended that same attorney when his client complained about abandonment.

If the contracting process cannot verify that an appointed attorney's firm of record actually exists, it cannot verify anything. That is not a gap in the system. That is the system working exactly as it was designed — to satisfy the constitutional obligation on paper while insulating the City from accountability for what happens in practice.

The City satisfied its constitutional obligation on paper by hiring private attorneys. Public money funded those attorneys. The court appointed them. A city administrator — not a legal oversight body — was the only accountability mechanism. When that administrator closed the complaint with a heavy caseload excuse, the gap swallowed a man whole.

That is not an oversight failure. That is the design.

THE QUESTION NO ONE WILL ANSWER

Nevada's legislative framework — AB 81, ADKT 411, the Washoe County Model Plan, the Davis consent judgment — was designed to ensure that no indigent defendant falls through the system. The oversight structure is supposed to catch the failure before it becomes a warrant, before the warrant becomes homelessness, before the homelessness leads to a man blacking out on a Walgreens floor and shattering the back of his skull.

Rouse raised the governance question directly to the Assembly Judiciary Committee and the Senate Judiciary Committee in January 2026: does Nevada law clearly assign responsibility for intervening when municipal indigent defense fails due to acknowledged excessive caseloads? If so, to whom?

Neither committee produced an answer.

The question has been answered in practice: responsibility belongs to no one.

DIDS doesn't own it if the attorneys are contracted. The AG doesn't own it if there's a conflict. The Governor doesn't own it if an acknowledgment suffices. The Bar doesn't own it if the case is pending. The county doesn't own it if the city contracted them. The city administrator closes the complaint. The DIDS Board Vice-Chair has a family interest in the gap staying open.

The defendant owns it.

That is not what Davis v. Nevada promised. That is not what AB 81 requires. That is not what the Washoe County Model Plan — approved by the very Board whose Vice-Chairperson is married to the Alternate Public Defender — was designed to produce.

What it produced instead is the case of Shawn Edward Rouse. Still pending. Year three. First-offense misdemeanor. Never tried.

The \$22,000,000 tort claim transmitted to the City of Reno this week is the documented cost of a system that nobody owns.

The 90-day response window closes September 2026. The November election follows two months later. Both Aaron Ford and Joe Lombardo will appear on that ballot. Both occupied offices with the authority and the obligation to intervene. Neither did.

Voters should ask why.

Stay tuned...