

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

FILED
UNITED STATES DISTRICT COURT
DISTRICT OF NEW MEXICO

04 DEC -3 PM 3:54

CLERK-ALBUQUERQUE

CIV - 04 - 1355 MCA ACT
CIV

SAMMY KIDD,

Plaintiff,

vs.

CITY OF ALBUQUERQUE, NEW MEXICO,
MARTIN CHAVEZ, Mayor, JAMES LEWIS,
Chief Administrative Officer, VALERIE
VIGIL, Director of Family and
Community Services,

Defendants.

NOTICE OF REMOVAL

Pursuant to 28 U.S.C. §§ 1441(b) and 1446(a), Defendants City of Albuquerque, Martin Chavez, James Lewis, and Valorie Vigil give Notice of Removal to this Court of the civil action filed on October 20, 2004, in the Second Judicial District Court for the State of New Mexico, County of Bernalillo, Cause No. CV 2004-06733, by Paul Livingston, Esq., and as grounds therefore state:

1. A Complaint for Breach of Employment Contract, Wrongful Termination, Denial of Due Process, Violations of the Fair Labor Standards Act, and Mandamus or Injunctive Relief was filed with the Second Judicial District Court on October 20, 2004. A copy of the Complaint is attached as Exhibit A.
2. The summons and complaint were served on Defendant City of Albuquerque on November 5, 2004. This Notice of Removal is timely filed within thirty days after service of the summons and complaint.
3. Pursuant to 28 U.S.C. § 1446(d), copies of the Notice of Removal will be promptly given to all adverse parties and a copy of the Notice of Removal will be filed

with the Clerk of the Second Judicial District Court, County of Bernalillo, State of New Mexico.

4. Claims stated against Defendants in this case are subject to the jurisdiction of this Court:

a. This Court has original jurisdiction because the Complaint is founded on a claim or right arising under the Constitution of the United States.

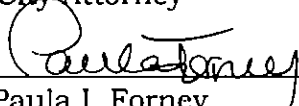
b. An actual controversy exists because the Complaint alleges that the Defendants deprived Plaintiff of his due process rights.

5. This Court has federal question jurisdiction. Plaintiff's allegations of a violation of Plaintiff's constitutional rights is created, if at all, under federal law. A federal question appears on the face of the Complaint. There is an actual controversy between the parties.

A copy of all process and pleadings that have been served upon City Defendants is attached to the Notice of Filing of State Court Record which is filed contemporaneously with this Notice of Removal.

Respectfully submitted,

CITY OF ALBUQUERQUE
Robert M. White
City Attorney

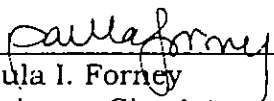


Paula I. Forney
Assistant City Attorney
Attorney for Defendants
P. O. Box 2248
Albuquerque, New Mexico 87103
(505) 768-4500

I hereby certify that a true copy
of the foregoing was mailed
to the following:

Paul Livingston
Attorney for Plaintiff
P.O. Box 250
Placitas, NM 87043
(505) 771-4000

on this 3rd day of December, 2004.



Paula I. Forney
Assistant City Attorney

SECOND JUDICIAL DISTRICT COURT
COUNTY OF BERNALILLO
STATE OF NEW MEXICO

SAMMY KIDD,

Plaintiff,

v.

CV 2004 06733

CITY OF ALBUQUERQUE, et al.,

Defendants.

SUMMONS
THE STATE OF NEW MEXICO

To: **CITY OF ALBUQUERQUE**
City/County Government Building
Albuquerque, New Mexico

Greetings:

You are hereby directed to serve a pleading or motion in response to the Complaint in this case within thirty (30) days or such shorter time as the Court may set, after service of this summons, and file the same in the district court, all as provided by law.

You are notified that unless you so serve and file a responsive pleading or motion, the plaintiff will apply to the court for the relief demanded in his Complaint.

Attorney for Plaintiff: PAUL LIVINGSTON
P.O. Box 250
Placitas, N.M. 87043

WITNESS the Honorable ROBERT L. THOMPSON, District Judge of the Second

Judicial District Court of the State of New Mexico and the Seal of the District Court of Bernalillo

County on OCT 28 2004

JUANITA M. DURAN
CLERK OF THE DISTRICT COURT

By: LIDIA SOLIS
Deputy

(SEAL)

Exhibit
A

SECOND JUDICIAL DISTRICT COURT
COUNTY OF BERNALILLO
STATE OF NEW MEXICO

ENDORSED
FILED IN MY OFFICE THIS

OCT 20 2004

Quentin M. Lujan
CLERK DISTRICT COURT

CAROLYN A. SANDERSON

SAMMY KIDD,

Plaintiff,

vs.

CV 2004 06733

CITY OF ALBUQUERQUE, NEW MEXICO,
MARTIN CHAVEZ, Mayor,
JAMES LEWIS, Chief Administrative Officer,
VALERIE VIGIL, Director of Family and Community Services,

Defendants.

**COMPLAINT FOR BREACH OF EMPLOYMENT CONTRACT,
WRONGFUL TERMINATION, DENIAL OF DUE PROCESS,
VIOLATIONS OF THE FAIR LABOR STANDARDS ACT,
AND MANDAMUS OR INJUNCTIVE RELIEF**

Plaintiff, SAMMY KIDD, presents the following Complaint for damages and declaratory and injunctive relief, stating as grounds:

1. Plaintiff **Sammy Kidd** is a resident of Bernalillo County, New Mexico. He has been employed by the City of Albuquerque as a recreation leader, assistant supervisor, and boxing trainer since at least 1991.
2. Defendants are the **City of Albuquerque**, a political subdivision of the State of New Mexico; its Mayor, **Martin Chavez**; its Chief Administrative Officer, **James Lewis**; and the Director of its Department of Family and Community Services, **Valerie Vigil**.
3. Plaintiff brings this Complaint pursuant to the laws of the City of Albuquerque, and the laws and constitutions of the State of New Mexico and the United States, including 42 U.S.C. Section 1982.
4. The acts and occurrences set out herein took place in the County of Bernalillo, State of New Mexico.

FACTUAL ALLEGATIONS

5. Plaintiff began working for the City of Albuquerque as a student aide in 1987. In 1990 he applied for and secured a position as a temporary recreation leader.

6. In 1994 Plaintiff started working in the City's boxing program. By 1995 he was running the Northside Boxing Club's program. At that time Plaintiff regularly worked just under 40 hours per week; he acted as the community center's manager, managing all the operations of the Northside program, including submitting weekly and monthly reports and preparing and submitting the payroll.

7. In 1999 the City closed the Northside program and Plaintiff went to work at the Barelas Community Center's boxing program. He worked as a recreation leader and boxing trainer until the program at Barelas was closed in 2001.

8. In 2001 the City transferred Plaintiff to the Jack Candelaria Community Center (JCCC). At the JCCC Plaintiff again worked as the boxing trainer and supervisor of the boxing program.

9. Plaintiff has worked for the City for more than 12 years without a break in service. Throughout his employment with the City, Plaintiff has been considered and paid as a "temporary" employee. He has never been paid more than \$7.00 per hour.

10. Early in 2004 a new supervisor, Ricardo Aragon, was transferred to the JCCC; the new supervisor was reputedly a relative of the Mayor's wife. Even though Sammy Kidd continued working as a boxing trainer and continued to supervise the boxing program, he was moved to a tiny, closet-like office.

11. During the summer and at other times throughout the year Sammy Kidd worked with children at the Community Center outside of his regular work hours without receiving any compensation from the City.

12. Throughout the time he worked as a boxing trainer and recreation leader at JCCC, Plaintiff took groups of his students on weekend trips to attend and participate in boxing matches and tournaments. The City failed to compensate Plaintiff for the time he spent on weekends traveling to and attending those events.

13. On July 26, 2004, Plaintiff received a memo from Patricia D. Miller, Director of Human Resources notifying him that his employment with the City of Albuquerque was being terminated effective August 6, 2004. (EXHIBIT 1).

14. The memo advised him that "(t)he City of Albuquerque appreciates the work you have performed and services delivered to the citizens of the City" and that "termination as a temporary employee should in no way reflect on your quality of work." The memo concluded by thanking him for his "dedication and hard work."

15. Plaintiff had never previously been suspended, disciplined, or given a termination date, despite over 12 years of work as a City employee.

16. A report in the August 6, 2004, Albuquerque Journal quotes Department Director Valerie Vigil stating that "Kidd would have to take at least a year off before he could apply to be a temporary recreation employee again." According to Vigil, "he has been encouraged to apply for any other city positions that may be open. (EXHIBIT 2).

17. On August 16, 2004, Kidd's attorney wrote to Chief Administrative Officer James Lewis requesting that he "set aside the termination and reclassify Mr. Kidd as a permanent employee." Alternatively, Mr. Lewis was asked to "set this matter for hearing by a Personnel Hearing Officer in accordance with the Merit System Ordinance, Section 3-1-25." A copy of the letter was sent to Valerie Vigil, Director of Family and Community Services. (EXHIBIT 3);

18. Mr. Lewis ignored Plaintiff's requests and neither he nor anyone else from the City of Albuquerque has responded. No personnel hearing has been scheduled.

19. Because of his alleged status as a temporary employee, Plaintiff has been considered ineligible for benefits provided to regular, permanent City employees; Plaintiff has also been classified as an employee-at-will and has been denied access to the City's employee grievance procedures, thereby denying him the opportunity to address his losses of benefits and employment with the City.

LEGAL CONTENTIONS

20. The City's Merit System Ordinance, Section 3-1-6 (A) provides that "All employees in the city service shall be divided into unclassified service and classified service."

21. Section 3-1-6 (B) provides that "Classified employees" are "all employees except those who are specifically placed in the unclassified service."

22. Section 3-1-6 (C) (5) and (6) provide that unclassified employees include "Temporary and seasonal employees employed as such" and "Part-time employees employed for less than 20 hours per week."

23. The City's Personnel Rules and Regulations, Rule 306.3, define a "temporary employee" as one who, "is given a termination date at the time of appointment and whose length of service may not exceed two years." The Rule further states that "(t)emporary employees shall be terminated two years from the date of hire."

24. A June, 2000, City Audit Report notes that the "long-term employment of temporary employees was previously identified as a problem in three prior audits." The Audit Report states that "(l)ong-term temporary employees could claim that they are permanent and entitled to benefits if allowed to remain on the payroll beyond the two-year limit."

COUNT 1

BREACH OF EMPLOYMENT CONTRACT

25. Each and every allegation in the preceding paragraphs is incorporated as if fully set out herein.

26. Plaintiff and the City are parties to a contract of employment which consists, in part, of the Merit System Ordinance and the City's Personnel Rules and Regulations.

27. Plaintiff has an excellent record of work and service with the City.

28. Defendants had a contractual duty to follow the Rules and Regulations and the Merit System Ordinance. Defendants breached their contractual duty by failing to either terminate Plaintiff's employment or reclassify him as a permanent, classified employee after his first two years of City employment.

29. Although Sammy Kidd was paid and treated as an unclassified "temporary" or "part-time" employee, after his first two years as a City employee he was effectively a classified, permanent, full-time employee as defined by City ordinances and rules and regulations.

30. By treating Plaintiff as an unclassified, part-time, temporary, or seasonal employee when he was not, and by treating Plaintiff as an unclassified employee when he was properly entitled to the benefits of the classified service, the City has breached its employment contract and has denied Plaintiff the salary, benefits, seniority, job security, promotions, and recognition to which he was entitled.

31. Defendants' conduct with respect to its failure to make Plaintiff a classified, permanent employee was willful, intentional, and malicious; it was neither justified or reasonable.

32. Defendants are liable for damages, including back pay, front pay, promotions, retroactive retirement and other benefits, consequential damages, attorney's fees and costs for the harm proximately resulting from their breach of the employment contract with Sammy Kidd.

COUNT 2

VIOLATION OF RIGHT TO DUE PROCESS

33. Each and every allegation in the preceding paragraphs is incorporated as if fully set out herein.

34. Although Defendants relied on Plaintiff to perform his duties as a regular, permanent employee, Defendants continued to keep him in an unclassified, temporary status, thereby denying him the benefits and protections that he should have been entitled to under the City's Rules and Ordinances.

35. Plaintiff was improperly denied the full rights and privileges of employment, including loss of retirement and other benefits and access to the City's grievance resolution procedures, on account of his alleged temporary employment status.

36. Because he was actually working as a permanent, full-time, classified employee of the City of Albuquerque, Plaintiff had a protected property interest in his employment and his employment could not properly be terminated without pre- and post-termination hearings.

37. By terminating Plaintiff's employment as a City employee without notice or a pre-termination hearing and without just cause, and by refusing or ignoring Plaintiff's request for a post-termination hearing, Defendants have violated Sammy Kidd's right to due process of law.

38. In failing and refusing to reclassify Plaintiff as a regular, classified, permanent City employee without providing an opportunity to be heard, Defendants failed to act in accordance with law and violated Plaintiff's right to due process.

39. Defendants are liable for damages resulting from their denial of Plaintiff's rights to due process of law.

COUNT 3

WRONGFUL TERMINATION

40. Each and every allegation in the preceding paragraphs is incorporated as if fully set out herein.

41. The termination of Sammy Kidd's employment, without just cause, reason, or due process and despite the excellent performance of his job responsibilities, constituted a violation of public policy.

42. Plaintiff is entitled to damages for the wrongful termination of his public employment and to reinstatement, reclassification as a classified employee, and the award of back pay and benefits.

COUNT 4

FAIR LABOR STANDARDS ACT

43. Each and every allegation in the preceding paragraphs is incorporated as if fully set out herein.

44. Defendants are required to pay City employees at least the statutory minimum wage and time and a half for each hour over 40 worked in a work-week.

45. Plaintiff's work as a boxing trainer included time spent training children and traveling to boxing competitions for which the City did not compensate him.

46. The City's failure to compensate Plaintiff for weekend and after-hours work resulted in violations of the minimum wage and overtime wage provisions of the Fair Labor Standards Act, entitling him to additional payment of back wages and an equal amount in liquidated damages.

COUNT 5

INJUNCTIVE OR EXTRAORDINARY RELIEF

47. Each and every allegation in the preceding paragraphs is incorporated as if fully set out herein.

48. The employment of Plaintiff for at least ten years as an unclassified, temporary, and part-time employee when he was actually and effectively a full-time, permanent employee of the City of Albuquerque has inflicted irreparable harm and is contrary to the rules and ordinances of the City.

49. The termination of Plaintiff's employment at least ten years after he was entitled to be considered to be a permanent classified employee entitled to due process constitutes the infliction of irreparable harm without due process of law in violation of the rules and ordinances of the City of Albuquerque.

50. Plaintiff is entitled to preliminary and permanent injunctions or an extraordinary writ of mandamus or superintending control requiring the City of Albuquerque to hold a hearing, to reinstate him to a position of permanent, non-temporary, classified employment and to award the wages and benefits to which he was entitled as a permanent, classified employee.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays for the award of compensatory, declaratory and exemplary damages and for injunctive relief for the violation of his employment contract, for violation of his right to due process, for wrongful termination, and for violations of the Fair Labor Standards Act. Plaintiff additionally requests his costs and attorney's fees, and such other and further relief as the Court deems just.

Respectfully submitted,



Paul Livingston
Attorney at Law
P.O. Box 250
Placitas, N.M. 87043
(505) 771-4000



City of Albuquerque

Human Resources Department

Martin Chavez, Mayor

Interoffice Memorandum

July 26, 2004

To: Sammy Kidd, Family & Community Services Dept.
From: Patricia D. Miller, Director of Human Resources
Subject: Notice of Release from Temporary Employment

This memo is to advise you that you are being released from temporary employment with the City of Albuquerque. Your effective termination date will be August 6, 2004.

The City of Albuquerque appreciates the work you have performed and services delivered to the citizens of the City. Your termination as a temporary employee should in no way reflect on your quality of work.

Thank you for your dedication and hard work.

Plaintiff's
EXHIBIT 1

ALBUQUERQUE JOURNAL

Friday, August 6, 2004

Boxers are Fighting Mad

By Carolyn Carlson
Journal Staff Writer

Young boxers are fighting mad over the layoff of one of their favorite boxing instructors.

Sammy Kidd, 32, has been a part-time recreation worker for the past 13 years at several of the city's community centers, including the Jack Candelaria Community Center at San Jose and Broadway SE, where he has been most recently.

Kidd, who grew up in the San Jose area and currently lives in the South Valley, said Thursday was his last day as an employee of the city's only community boxing gym.

"I've never been knocked out before," Kidd said in between handing out gloves, taping hands and encouraging the numerous youths popping in and out of his small office at the South Broadway gym. "But today I feel like I got knocked out."

Kidd, along with other temporary city employees, recently received notices that they were being laid off.

Valorie Vigil, director of the city's community centers, said Kidd is considered a temporary employee.

"As a temporary employee, his two-year limit has been reached," Vigil said.

Under city employment policy, temporary employees generally cannot be employed more than two years, according to Vigil. However, she said that Kidd has stayed on much longer than many other temporary employees.

Vigil said Kidd was not the only temporary employee who received notice that his or her time limit had been reached.

Temporary employees are paid anywhere from \$5.50 to \$9 per hour and work 35 to 39 hours a week, she said.

As a recreation worker, Kidd teaches many of the youths boxing. But Vigil said the city has not run an official boxing program for several years.

When it did have a program, Kidd was part of it.

The city had the Northside Boxing Club at Second and Mountain NW, but that closed in 1999.

Kidd was an assistant supervisor at that time. Kidd said when that location closed, the 80 or so boxers went to Barelás, then to the Jack Candelaria gym.

Vigil said the Jack Candelaria Community Center currently is the only city gym where there is boxing equipment.

"I don't see how his termination from the city will impact his working with young boxers," Vigil said. "We advised him that as a member of the public, he can use the gym to train his boxers."

Vigil said Kidd is welcome to become a private boxing coach and receive pay from his students. She said he can continue to use the gym for his private training.

Kidd said he took a construction job three days a week. He says the city should consider funding a full-time boxing program.

He said there are more than 200 men, women and children who box with their trainers or on their own at the center.

'Sammy is like my dad'

"There is no boxing in the North Valley anymore," Julian Ramirez said.

He has been bringing his grandsons to box with Kidd four times a week for five years, he said.

"Losing Sammy is going to hurt the boys," Ramirez said. "We are like a family here."

Josh Chavez, 14, is one of Ramirez's grandsons. He has been coming to train with Kidd since he was 9.

"It's just not right," Chavez said. "It makes me mad. We are in the middle of training for the Silver Gloves."

Chavez and his brother Mikey Peña said they would rather be at the gym learning to box with Kidd and the other kids than doing most anything else at home.

"My dad was shot when I was 5," Chavez said. "Sammy is like my dad. Boxing keeps us off the streets, out of trouble and gangs. We learn discipline, have to be good students."

Kidd said he will continue to train a dozen or so youths as a volunteer trainer.

"I don't have to get paid to train these kids," Kidd said.

He said his construction job will keep the bills paid and he will still have time to train.

"I think it is a shame the city doesn't have a boxing program," said Chris Cozzone of New Mexico Boxing. "Albuquerque is a boxing town. Men and women are boxing."

'Encouraged to apply'

Vigil said Kidd would have to take at least a year off before he could apply to be a temporary recreation employee again. She said there are not any full-time positions available as a recreation employee.

Vigil said Kidd was not being paid to be a boxing coach. She said *recreation workers are hired to work with the children in various activities during after-school and summer programs. The children range in age for 6 to 12 years old.*

"He has been encouraged to apply for any other city positions that may be open," Vigil said. "We would also be able to give him recommendations. I feel we have tried to work with him to find him another city position or to help him find a boxing position in the private sector."

Kidd said he would like to stay on with the city and help build a great boxing program.

'School comes first'

Parent Philip Benividez said the kids come to box there not only because it is the only place to go, but also because of gym staff like Kidd.

"Sammy knows everything, he runs a good program," Benividez said. "All the trainers depend on Sammy. This is going to mess up these kids. They come here to stay out of trouble."

Jacob Benividez, 14, has boxed with Kidd for eight years.

"He is a good trainer," Benividez said. "He has taught me to have a heart, be a good fighter and not give up. Oh, and Sammy says school comes first."

Several of the youths and parents have started a petition that they will present to Mayor Martin Chávez next week. The petition requests that Kidd be hired full-time by the city as a boxing program coordinator.

PAUL LIVINGSTON
ATTORNEY
Post Office Box 250
Placitas, New Mexico 87043

Tel (505) 771-4000

Fax (505) 771-2333

August 16, 2004

Mr. James Lewis
Chief Administrative Officer
City of Albuquerque
Albuquerque, New Mexico

Re: Termination of Employment - Sammy Kidd

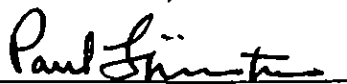
Dear Mr. Lewis:

I have been retained to represent Sammy Kidd, a City recreation coordinator and boxing trainer who has been employed by the City for more than twelve years; he has worked in the Family and Community Services Division, working most recently at the Jack Candelaria Community Center. On July 26, 2004, Mr. Kidd received a memo from Patricia D. Miller, Director of Human Resources, notifying him that his City employment would be terminated as of August 6, and on that date he was terminated as a City employee.

Although Mr. Kidd has been considered and paid as a "temporary" or "part-time" employee, it is my understanding that he has actually been employed and has worked as a full-time employee, since at least 1994. In view of the provisions of the Merit System Ordinance, Sec. 3-1-6(C), requiring placement in the classified service of all employees except those who are "temporary and seasonal employees employed as such" or "part-time employees employed for less than 20 hours per week," we contend that Mr. Kidd is actually a *de facto* permanent, classified employee, not properly subject to termination without just cause. As you must know, the contention that Mr. Kidd is actually a permanent, classified employee is confirmed by Internal Audit Report No. 00-124 in which the Parks and Recreation Department was advised that it must "Comply with the City's Personnel Rules and Regulations Regarding the Maximum Length of Service for Temporary Employees." In that audit report it is noted that "Long-term employees could claim that they are permanent ... if allowed to remain on the payroll beyond the two-year limit.

Because Mr. Kidd's employment with the City far exceeds the two-year limit for "temporary" or "part-time" employees, we are asking you to consider him a permanent employee, entitled to the due process and other benefits of City employment for classified employees. Accordingly, I am respectfully requesting, within 10 days of the action taken against him, that you set aside the termination and reclassify Mr. Kidd as a permanent employee. Alternatively, if you choose to reject my request, please set this matter for hearing by a Personnel Hearing Officer in accordance with the Merit System Ordinance, Section 3-1-25 (Appeal from Suspensions, Demotion and Discharge). Thank you for your prompt consideration of this matter. I will be happy to discuss this further, should you choose to do so.

Yours very truly,


Paul Livingston

Copy: Valerie Vigil, Family & Community Services ✓

PLAINTIFF'S
EXHIBIT 3

ENDORSED
FILED IN MY OFFICE THIS

OCT 20 2004

Quanita M. Duran
CLERK DISTRICT COURT

SECOND JUDICIAL DISTRICT COURT
COUNTY OF BERNALILLO
STATE OF NEW MEXICO

SAMMY KIDD,

Plaintiff,

vs.

CITY OF ALBUQUERQUE, NEW MEXICO,
MARTIN CHAVEZ, Mayor,
JAMES LEWIS, Chief Administrative Officer,
VALERIE VIGIL, Director of Family and Community Services,

Defendants.

CV 2004 06733

JURY TRIAL DEMAND

Plaintiff hereby moves for trial by a jury of six persons on all matters for which trial by jury is allowed.

Respectfully submitted,



Paul Livingston
Attorney at Law
P.O. Box 250
Placitas, N.M. 87043
(505) 771-4000

SECOND JUDICIAL DISTRICT COURT
COUNTY OF BERNALILLO
STATE OF NEW MEXICO

ENDORSED
FILED IN MY OFFICE THIS

OCT 20 2004

Quanta M. Dixon
CLERK DISTRICT COURT

SAMMY KIDD,

Plaintiff,

vs.

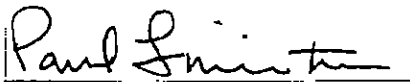
CITY OF ALBUQUERQUE, NEW MEXICO,
MARTIN CHAVEZ, Mayor,
JAMES LEWIS, Chief Administrative Officer,
VALERIE VIGIL, Director of Family and Community Services,

Defendants.

CERTIFICATION OF NON-ARBITRABILITY

Plaintiffs are seeking relief other than a money judgment. In addition, the amount of monetary compensation sought is in excess of \$25,000.00. Accordingly, this case is not appropriate for referral to mandatory court-ordered arbitration.

Respectfully submitted,



Paul Livingston
Attorney for Plaintiff
P.O. Box 250
Placitas, NM 87043
(505) 771-4000

SECOND JUDICIAL DISTRICT COURT
COUNTY OF BERNALILO
STATE OF NEW MEXICO

CV-
Case No. 2004-06733

SAMMY KIDD,

Plaintiff,

vs.

CITY OF ALBUQUERQUE, NEW MEXICO,
MARTIN CHAVEZ, Mayor,
JAMES LEWIS, Chief Administrative Officer,
VALERIE VIGIL, Director of Family and Community Services,

Defendants.

PEREMPTORY DISQUALIFICATION OF JUDGE

Pursuant to Section 38-3-9 NMSA (2002), Plaintiff **Sammy Kidd** hereby gives notice of his peremptory challenge to the district judge, Hon. Robert Thompson, before whom the case is to be tried and heard.

Respectfully submitted,



Paul Livingston
Attorney for Plaintiff
P.O. Box 250
Placitas, N.M. 87043
(505) 771-4000

ENDORSED
FILED IN MY OFFICE THIS
OCT 28 2004
Clerk District Court

MICHELLE JAMES