

# AER eNews

*An Occasional Electronic Newsletter from Alan E. Ramos  
Actor and Attorney*

Vol. 1

Spring - 2015

No. 1

## *Living in L.A.!*

By Alan E. Ramos

Well, I arrived in Los Angeles at the end of February and was completely moved into my new home by the middle of the day on March 1<sup>st</sup> (well I still have pictures to hang, but nothing more than that). I have been actively pursuing my new career (acting) and keeping tabs on my most recent career (lawyering). I still have two law clients who I appreciate and continue to represent. If anyone out there needs local counsel or assistance with a project, let me know (my goal is still to avoid being my own client). Most of my time has been spent auditioning and going to class. I plan to launch a new website on or before July 1<sup>st</sup> at [www.AlanERamos.com](http://www.AlanERamos.com). I will let you know when it goes live.

This newsletter is not intended to be a recap of how I spend my days, but rather I hope to continue to present to you articles of interest, a bit of humor (such as it is) and an occasional update on the entertainment world, from my very limited perspective. Murray Richards came with me (not without a fight) and will offer reports (???) about his travels about Hollywood and environs. As always, I welcome guest articles (this edition will feature a guest article from my colleague Robert Jacobs), so if you have something that you think would be of general interest, please send it to me.

## *The Client from Hell (or thereabouts)*

By Alan E. Ramos (This article originally ran in the AER Law eNews in April, 2004)

The following is a cautionary tale that, unfortunately, is played out all too often at law firms around the country. If we are not careful, this could happen to us.

The client from hell (or thereabouts) initially appeared to be a great client with a potentially good case. The case had intriguing issues, compelling facts and seemed to have the potential of many billable hours (of course, the billable hours a case may have should rarely be the most important issue). However, we soon found out that the client from hell (or thereabouts) is a bit of a high maintenance client. We found out that, before he darkened our door, he had been represented by a number of other attorneys in this matter (they were never quite good enough, charged too much, weren't attentive enough, etc.). He also seemed to have a great need to talk to us to discuss the case and review our strategy; he seemed to recall small, esoteric facts and he had a compelling need to share them with us - calling us at least two or three times a week and lately,

several times a day. Initially, the client was extremely agreeable, making a point to stress the fact that no cost was too great in his search for justice. It is important to remember that, at this point, we were his friend and ally and, as he constantly reminded us, he was a very special and important client.

The client from hell (or thereabouts) paid his first invoice immediately. He took a little longer to pay the second and third invoice, but they were paid satisfactorily. However, he would not willingly pay another invoice. He began to criticize the size of our invoices, suggesting that we had too many telephone conferences that lasted too long, there were too many lawyers present in meetings, we wasted time researching esoteric areas of the law, and our strategy was not as brilliant as he originally thought it was. Essentially, he decided that we were not quite as good as he originally thought we were, we charge much too much for our services, we aren't attentive enough, etc. (does this sound vaguely familiar?). Of course, he will forget that he initiated the majority of the telephone conferences so that he could talk at length about his case, that he insisted that the research be done (he had a number of legal theories that he insisted we research), that he demanded the presence of the other partners and associates in those meetings (to make sure that all of the bases were covered and that his case received the attention that it deserved), and that he completely agreed with (and, in some cases, insisted on) our strategy.

In other words, the client from hell (or thereabouts) took up a lot of our time and that of our partners and associates. He now owes our firm a significant sum of money which he has no intention of paying. The final joy is that there is a good chance that he will file a malpractice suit against the firm, primarily because we did not achieve the result he expected.

Instead of wasting valuable time with this client we should have spent our time developing profitable business, investing our time in our good clients - billing *collectable* hours. Our challenge is to identify the client from hell (or thereabouts) before we enter into an engagement. We need to make him the client we never had instead of the client from hell (or thereabouts). In our next edition, we will discuss the first line of defense against "the client from hell (or thereabouts)" - the effective initial client interview.

## ***Blank Forms are not a Good Idea!***

By Robert B. Jacobs

I remember when we bought our first home. It was an exciting time. Like many buyers, we stretched our finances almost to the breaking point in order to get in. The house was a total fixer-upper, but we closed escrow and we were thrilled to be in a home of our own.

We experienced a steep learning curve with all the paperwork. In those days, it was common for realtors to use a "Deposit Receipt." This was a multi-page document with lots of terms and conditions. The title at the top of the document was simply "Deposit Receipt" and I thought the document was a complex form of receipt. I kept waiting for a contract to be signed. Only much later did I realize the "Deposit Receipt" was the contract.

One of the tasks we had was to get insurance. We found out our lender wouldn't make a loan until we purchased homeowner's insurance. So we got a referral for an insurance agent and I called him up.

I met with him, and he seemed fine. He told me what he needed, and then he presented me with an application. This application was to be sent to the insurance company before they issued the policy. The application had blanks for all kinds of information about me, my family, my history and the property to be insured.

My agent surprised me. He provided me with the form and asked me to sign it in blank. None of the information was filled in. He told me to sign it and give it to him with no information included. With some surprise, I asked him how the form would be completed. He told me that he would fill it in and that he'd complete the form and submit it to the company.

I was floored. I'd never seen anything like this. I couldn't understand why he'd want to handle my situation like this.

In hindsight, I see what was happening. This agent apparently had his own agenda. Even though he represented only one insurance company, he had an interest in getting this policy issued so he could receive a commission. It may have taken me a while to fill in the form. Either he could fill in the form faster and save time or else he wanted to put a positive "spin" on my information.

Was this a good idea for me? No. There's a brief sign at some retail stores that says "You break it, you buy it." The same is often true of contracts and applications: "You sign it, you buy it." Some people wonder if they are bound by contracts they sign without reading. The clear answer, in almost every case, is "Yes." The same is true of applications. What happens if an application for insurance is either inaccurate or incomplete? Then the consumer is at risk. If there's a loss, the consumer will make a claim. But the insurance company had a right to rely on the application when it issued the policy. If the application was wrong or deceptive, then the insurer may be able to reject the claim. The consumer may find out only at the last moment that because of inaccuracies in the application, their policy is worthless and their coverage for a loss is rejected. If this were to happen, then the consumer would probably claim that the insurance agent filled in the application incorrectly. But if the insurance agent denies this, or if the insurer believes the agent and not the consumer, then the consumer is still left with a problem.

This is something my agent years ago never explained to me. The clear answer? Consumers who sign forms in blank do so at their own risk.

(Ed. Note: As an aside, I have been asked to sign several release forms, all of which were presented in blank. I think that I am the only actor to request that the forms be filled in and added language to limit the release to that specific project.)

*Robert B Jacobs practices real estate, business, bankruptcy and foreclosure law in the Bay Area. The foregoing article is not a complete discussion of the subject address, and should not be relied on. Readers with specific questions or issues should consult an attorney.*

## ***Dots New...***

A belated congratulations to two new Chief Judges: the Hon. Sherry Bluebond, Chief Judge of the Bankruptcy Court for the Central District of California and the Hon. Roger Efremsky, Chief Judge for the Bankruptcy Court for the Northern District of California. I mentioned to Judge Bluebond that she was the first actor I directed (at a CBF program) to become a chief judge. However, that is not completely true as one of the first judges I directed (also for CBF) is the Hon. Dennis Montali; he served as the Chief Judge of the Ninth Circuit Bankruptcy Appellate Panel. Come to think of it, I had Judge Efremsky on a panel a couple of years ago. This is not to suggest that this is a path to a chief-judgeship, but just sayin'...I know that I live in LA, but what the hell – Go Warriors!...Finally, let us not forget – Je Suis Charlie...

## ***The View from Murray's World***

The following news, views, comments and/or opinions are from the mind of Murray Richards, formerly the anchor of the award-winning news team on the now-defunct Bankruptcy Television Network. Murray's views and opinions are those of the author alone, considering that they are not shared by many, if any, other living human being.\*

I never wanted to come to LA, but Alan forced me to do so. Well, I'm here and I am going to report what I see, honestly – pulling no punches. My first report is on the total lack of honesty that I found on my initial walks about the city. There will be more to follow:

- I went to a place called The Grove. Well, I looked everywhere, but except for a few street trees and some trees in big pots – THERE IS NO GROVE. They should have called it: A Bunch of Stores and a Few Trees.
- Next door to the "Grove" is something called The Farmers' Market. I looked high and low but not only could I not find a farmer, there were no tractors, horses, cows, barns, farm houses or farm hands.

- Finally, I thought that I could find some vestige of the Old West when I spotted a street sign that said “Rodeo Drive”. There was no rodeo here. No bulls, no calves, no bucking broncos, no cowboys spitting tobacco (well maybe an urban cowboy or two).
- One last thought: I know that peaches and apricots have pits, but tar???

My conclusion: they have no shame here in LA. I will continue to look for the truth and when/if I find it I will let you know. Until then, I remain your faithful reporter.

## *A Few Thoughts Re My New Profession*

By Alan E Ramos

Things I have learned in my brief time here:

**Rule #1:** Early is on-time; on-time is late; and, late is unacceptable.

**Time:** As an attorney, I thought of time in 7-day increments, 14-day, 21-day and 28-day notice. Here, life is all on shortened time. One Friday evening, I was at a 6:00 p.m. audition. While there, I received two emails: one asking me to attend an audition that evening at 9:00 p.m. and the other to come to a shoot the next evening (don’t be late).

**Background:** These are what used to be called Extras. My son worked background on the sequel to the Avengers. He was asked to play a dead body and told to lay on the ground. When a set dresser pointed out the AD that the ground was very hot, he replied: “He is only background.” Ah, the glamor of show business.

**Waiting:** (See Time above). I have relied on my waiting skills, first learned when I was in the U.S. Navy. While the expectation is that you should be early, most of the time spent on a shoot is spent waiting. I was background for a film being shot for the American Film Institute. I was on the set for eleven hours, from 3:45 p.m. until 2:45 a.m., and worked a total of 30 minutes. Fortunately, I there were many interesting, if somewhat tired, people there and, all-in-all, it was a very positive experience.

More, next time.

## *Upcoming Events\**

Commercial Law League – National Convention – April 29 – May 2 – Las Vegas, NV

California Bankruptcy Forum – 27<sup>th</sup> Annual Insolvency Conference – May 15 – 17 – Napa, CA

California State Bar – Annual Meeting – October 8 – 11 – Anaheim, CA

Conference of California Bar Associations – Annual Conference – October 9 - 11 – Anaheim, CA

\* This is a listing of upcoming events for organizations to which I belong and/or support (and some I don’t). For more information on any of these programs, send an email to: [aramos@aerlaw.com](mailto:aramos@aerlaw.com)

## ***Great Mediation Training: An Unsolicited Endorsement***

By Alan E. Ramos

I am a firm believer in mediation – to my mind, mediation is more effective (both time and cost) than litigation or arbitration. If you are looking for a mediator, I would appreciate it if you would consider recommending me as a neutral. If you have an interest in becoming a mediator, or you need follow-up training, and you are looking for an excellent source for your training, I strongly recommend Steve Rosenberg. His mediation training program is excellent. His next Mediation Training will be presented in Corte Madera on October 7-9 & 14-16, 2015. For more information about this program (and his advanced mediation training), click on the link below:

[http://www.mediate.com/rosenbergmediation/docs/mediation\\_training.pdf](http://www.mediate.com/rosenbergmediation/docs/mediation_training.pdf) and click on the “register now” icon.

## **ALAN E. RAMOS, ESQ.**

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Alan E. Ramos  
357 S. Fairfax Ave., #293  
Los Angeles, CA 90036

Email: [aramos@aerlaw.com](mailto:aramos@aerlaw.com)  
Telephone: 213-841-1466

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