

James R. Craig

August 31, 2012

Dan Ruben
Executive Director
Equal Justice America

Dear Mr. Ruben:

My work this summer at Neighborhood Legal Services Association was a truly eye-opening and fulfilling experience. Over the course of the summer I defended thirty-four indigent clients in eviction actions and assisted five clients in expunging charges from their criminal records that were keeping them from acquiring employment. Of the positive outcomes, three were successful expungements, seven were settlement agreements which enabled my clients to pay their outstanding debt without being evicted, and four were outright wins in court.

One of my great successes of the summer was crafting a particularly artful settlement agreement on behalf of one of my clients. For the sake of this story I will call my client "Jessica." Jessica, a 19 year old student had signed a year lease with whom she believed to be the landlord of an apartment building.

After several months of renting the property with no issue, Jessica received a letter indicating that her property was being foreclosed upon. Upon closer inspection of the letter, she released that the owner of record for the building was not who she had signed a lease with. When she discovered this, she contacted the owner of record only to discover that the person whom she believed to be her landlord was actually a Section 8 tenant who was illegally subletting the property to her.

As it turns out, the Section 8 tenant had been taking Jessica's monthly rent payment of \$600 while only paying her portion of rent under Section 8 of \$350. Jessica, doing what she thought was the right, contacted Section 8 to inform her of her discovery. As a result, Section 8 terminated the subsidy going to the landlord and he sued to evict Jessica and the Section 8 tenant.

Jessica then called my office on July 25. Not wanting Jessica to have an eviction on her record, and not wanting her to be potentially liable for the back rent that was rightfully owed by the Section 8 tenant, I agreed to negotiate with the landlord in order to resolve the issue.

Complicating the matter was the fact that Jessica had already signed a lease for a new property beginning September 1. Jessica was in a real bind.

After some intense and extensive negotiations with the landlord, Jessica agreed to sign a new month-to-month lease with him in exchange for him signing an agreement that removed her as a

party to the original suit. Upon my insistence, the lease and agreement were signed by July 31. Immediately after Jessica signed the lease and agreement, we drafted a letter notifying the landlord that she would be ending the lease on August 31, providing the statutorily required one-month period of notice to terminate a month-to-month lease.

In the end, through my negotiation, I was able to achieve all of my client's goals, that she does not have the eviction on her record, that she not be potentially liable for outstanding rent, and that she be able to begin her new lease on September 1.

My experience of serving some of neediest clients in our community truly enabled me to see that despite the Fourteenth Amendment, there often really is not equal protection under the law. The entire experience strengthened my resolve to serve the public and helped me to better understand the complicated issue of poverty in America.

Without the support of Equal Justice America, I would never have been able to afford to pursue public service work for the summer and I gratefully appreciate all of the assistance that your organization provided to me.

Sincerely,

James R. Craig
Pitt Law, Class of 2014