

Dear Mr. Ruben,

Thank you for giving me a fellowship that allowed me to work at Legal Services of Eastern Michigan (LSEM). I worked at the Saginaw office for LSEM and I got an opportunity to work on the majority of the housing cases that we accepted. It was fast paced, it was stressful, it was difficult work, and it was a wonderful experience because I really helped people.

The first case I worked on was a dispute between a seller and a woman who had co-signed a land contract for her deceased daughter. Our client, the mother, was being charged a monthly rental rate for the storage of her deceased daughter's belongings in the house that the daughter had been purchasing on land contract. The client simply wanted to retrieve her daughter's belongings, but she was locked out of the house that had belonged to her daughter. So, the seller was not allowing the mother to retrieve her deceased daughter's belongings and charging the mother for storing the belongings. It was a heartbreaking case that was made even more heartbreaking when we lost all contact with the client before her trial. I called the client every day for a week, but her phone had been turned off. She never came back in and we ultimately closed out her case. It was a hard reminder that poor people do not always have the luxury of working out their legal issues. The struggle to get by often surpasses the desire to find justice.

After that first case I worked on several other cases, but the one I remember most was a dispute between a landlord and a tenant. Our client, the tenant, had agreed to purchase a piece of land on land contract; however the seller did not have any legal title to the land. The seller represented himself as the one who had legal title and our client gave him \$5,000 as a down payment on the property. Later, the real owner of the property explained to our client that she had been duped and he in fact owned the property. The real owner entered into a new land contract with our client and her husband. Our client's husband did not work and our client would give him the rent money at the start of the month and he would take it over the seller. Unfortunately, the husband did not take the money to the seller and he abandoned our client after two months. The seller then moved to evict our client because the land contract had a clause that changed the land contract agreement to a rental agreement if she defaulted on her payments. I worked with the attorney representing the landlord, and we got an agreement where our client would owe no money and she would simply walk away from the property. This woman's life had crumbled around her in the course of a few months and I was able to help get her back on her feet. It was my proudest moment at LSEM.

My last real case at LSEM was one that was remarkably similar to the one I just recounted. A young woman and her husband, our clients, were duped by a seller (the same seller) representing himself as the owner of a piece of property. The couple bought the land on land contract and gave the seller \$4,000 as a down payment. Again the real owner (the same as before) contacted the buyers and explained that they had been duped. This time however, the real owner did not enter into a new land contract with our clients; instead he promised to enter into a new land contract with our clients, and then moved to evict them for nonpayment of rent. Our clients

wanted to stop the eviction and enforce the promise to enter into a new land contract. The opposing party initially had no interest in entering into a new contract with our clients. The opposing party did enter into negotiations with our clients after I submitted our answer to their claim arguing that no rent was due under an illegal contract and a land contract had been entered into because of promissory estoppel. Ultimately, the opposing party offered a lease with an option to buy with the same terms as the original land contract. This was a huge win for us and our clients because we were not sure that we would get anything. This was my second proudest moment at LSEM.

I saw a lot at LSEM and I was able to help a lot of people. There were also a lot of people that we were not able to help because we lacked the time or the resources. I know that my presence allowed LSEM to devote more time and energy to housing cases and to help more people. That is a direct result of the fellowship I received from Equal Justice America.

Sincerely,

Nicholas Gamber
Michigan State University College of Law 2019

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August 25, 2017

Mr. Dan Ruben
Executive Director
Equal Justice America

RE: Nicholas Gamber

Dear Mr. Ruben,

It is my pleasure to write to you about our experience with Nick Gamber this past summer. Nick worked under my supervision in our Saginaw office from May 22, 2017 until August 4, 2017.

Nick filled a vacancy in our housing department. While he did not get the chance to appear in court, he was integral in settling several cases.

Working with our housing paralegal, he was quickly trained in interviewing clients, gathering essential facts and paperwork, and analyzing that information. With guidance he reached out to landlords or their attorneys and initiated discussions towards settlement. He was never hesitant and quickly took the lead on several cases. As a result, he drafted Answers, Mutual Lease Termination Agreements and Settlement Agreements. He also drafted letters to landlords regarding repair issues and lock-outs. He was responsive to critique and his work through the summer improved and displayed his growing understanding of the issues in the various cases he handled.

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As a result of his advocacy, Nick was able to save clients from being evicted illegally or obtained additional time for them to move. One significant case involved a client who was swindled on a land contract. While the “vendor” had left town, Nick was able to work with actual owner in obtaining a generous time for client to move, during which the client did not have to pay rent.

Nick was professional in his interactions with clients. It was apparent that client had confidence in him despite their knowledge that he was a law student. He was a true asset to us this summer.

Sincerely,

Amy L. Meilink
Attorney at Law