

August 29<sup>th</sup>, 2019

Dan Ruben  
Executive Director  
Equal Justice America  
13540 East Boundary Road  
Building II Suite 204  
Midlothian, VA 23112

Dear Mr. Ruben:

Thanks to Equal Justice America's generosity, I was able to work full time at the Lawyers' Committee for Better Housing this summer. At LCBH, I was able to make demonstrable differences in the lives of many people who need it most, as well as develop skills that will carry me through my legal career.

First and foremost, LCBH operates as a legal aid provider for tenants facing eviction. As a summer intern, I was able to assist in every step of this process. Once a week, I would conduct intake interviews with any potential client who came into our office. These interviews would usually consist of a twenty to thirty minute discussion regarding their legal issues, the steps that they had already taken, the solutions they would like to see, and any other information that would help me get a holistic understanding of their situation. From there, I would draft a memo detailing potential legal strategies, possible counterclaims, the likelihood of prevailing at trial or settling with the landlord, and any other relevant legal information. All staff attorneys and legal interns meet once a week to review all intake memos, discuss the office-wide caseload, allocate clients to those attorneys and interns who are best prepared to represent them, determine which clients are most in need of our services when resources are limited, and come up with advice and referrals to provide to those tenants that we could not take on as clients. During these meetings, my role was twofold; I would both have to advocate to the best of my ability for the tenants who I had interviewed during intake that week, and I would also have to consider whether I was able to help whenever another intern or attorney presented a case.

At case acceptance, I would volunteer to support an attorney on as many as three or four new cases. From there, my assignments would vary drastically, depending on the case. I would often draft settlement offers to be sent to the landlord or opposing counsel or prepare motions for the court. Although I do not yet have a 711 license, I would still often have the opportunity to accompany the attorneys to court to watch the proceedings. Many of my assignments were more involved and took weeks or months. In one case, I helped an elderly resident of a church's rectory to record a conveyance of a life-estate that her husband had bequeathed her before his death in 1993. This conveyance established her right to permanent occupancy of the unit and provided the leverage we needed to negotiate with the church's current management to allow our client to stay in her apartment on more favorable terms. In another case, I discovered that a pro se landlord's attempt to claim \$15,000 in damages when the amount in controversy was only one month's rent was not a mistake, but actually a ploy that the landlord had tried, successfully, many times over the last decade. Since tenants are usually

absent from eviction court and judgments are often entered *ex parte*, this landlord had been successfully using the court system to obligate thousands of dollars of damages with no legal merit in dozens of cases. Needless to say, he was very upset to be challenged and was often belligerent to deal with, but we have diligently continued to represent our client's best interest. At trial in a few weeks, we will bring harassment counterclaims against him for his abusive and fraudulent claims for astronomical damages and, when we prevail, we hope that the court will be made aware of his tendency to both file and receive satisfaction on baseless claims. I was also able to draft part of a reply brief for a statutory damages case that was appealed by the defendant bank to the First District of the Illinois State Appellate Court. The bank had purchased a property where our tenant resided while that property was in foreclosure, and municipal ordinances obligated them to provide our client with either a new, 12-month lease or funds to assist her relocation within a certain time frame, which they failed to do. Briefly, they argued that they had substantially complied with the ordinance by providing a lease offer four months too late, while our reply asserts that not only is it impossible to substantially comply with a deadline after that deadline had passed, but that their refusal to provide a lease within a reasonable time produced exactly the sort of distress to tenants that the ordinance was designed to avoid and that therefore our client's acceptance of a tardy lease did not waive her rights to damages, even if strict compliance was not necessary.

All in all, I had a terrific time at the Lawyers' Committee for Better Housing and would like to sincerely thank you, once again, for making my experience possible.

Yours,

Mark Willekes Cronin  
The University of Chicago Law School, class of 2021