

# Popular Threads on Solosez

## Company Refusing to Deal with Me as Representative of My Client

I was trying to give notice to Noteworld today, which is one of those servicing companies that withdraws payments from customer bank accounts for creditors by electronic transfer. My client doesn't know who they are making the withdrawals for and we wanted to notice them that they are not authorized to make such withdrawals for anyone for any reason.

They refused to talk to me, claiming that my client must contact them directly. When I told them to stop making the withdrawals, they hung up on me. When I sent them a notice via email, some snarky gal who can't spell sent me a return message saying the same thing.

I told them they're on notice and that any further withdrawals are unauthorized and at their own peril, but I doubt they'll pay attention. I'll have to stop payment and my client will be on the hook for the fee.

Anyone have thoughts on the propriety of refusing to accept notice from an attorney on the basis that they must hear it from the client? They cite privacy laws, but that doesn't have much to do with receiving notices.

---

I would spend that money building your web presence.

Leanna Hamill, Massachusetts

---

I contacted an insurance company this week on behalf of a PC and the insurance rep politely told me that he would be happy to discuss/provide me with the requested information if I would fax him a copy of a signed representation agreement. In my case, I explained that PC would be in my office that afternoon but until I had the requested information, I could not make a decision regarding representation. I offered to ask PC to sign a release authorizing them to speak with me. The rep then said that he would be available at the time of PC's appointment and said that if I had PC call him from my office, he would accept a verbal authorization. PC & I called insurance company on speaker-phone and I was able to get all the information that I needed, including very helpful documents via email after the call. Noteworld probably needs some kind of 'CYA' authorization - faxing a letter of representation would probably suffice. To play devil's advocate, how do they know you really represent Client just because you say so? Just my \$ .02 worth.

Toni Warder, Texas

---

I guess I really don't know what the rules are about this. I've practiced law for a long time and have written many letters simply stating that I represent so and so and demanding such and such. Do we really have to include something from the client that confirms we represent him? I don't know that we do. It seems that when an entity like Noteworld receives a notice from a licensed attorney that they ignore it at their own peril. I suppose there's some case law on the subject, but if somebody has some insight on this, I'd appreciate hearing about it.

John Sees

---

CitiMortgage also refuses to speak to an attorney without the client on the line. It held to this policy even after a client of mine delivered a power of attorney specifically authorizing me to communicate with the

company about her account. CitiMortgage also refuses to put a customer's attorney in contact with the legal department in any way apart from giving a street address. This assistance is not helpful because the legal department does not, in my experience, respond to demand letters. So the policy seems to be not merely CYA, but deliberately nonresponsive, uncooperative and obstructionist, refusing to budge unless a customer files suit, which most customers are not going to do.

Yeah, I have an attitude.

Kathy Biehl, New Jersey

---

But why speak over the phone? And are you being recorded? I'd much prefer to get everything from them on paper.

Richard Kuslan, Connecticut

---

If someone called you claiming to have been retained by one of your clients and asked for the file would you say:

1. Sure buddy I will send it right over or
2. Would you want some kind of proof?

Robert M. Louque, Jr., Louisiana

---

I agree with Kathy. Mortgage companies are unresponsive and some are deliberate about it. They say to send in an authorization to talk to them. Once you send it, they will give you the " we didn't receive it" a few times. Once they can't use that excuse anymore, they will do the old "you sent it on your own form, we need the authorization to be on OUR form". But they never told you that the first time - therefore wasting another weeks, if not weeks.

Sometimes these things need to be cleared over the phone. TO get everything in writing might be impossible to stop a foreclosure in time. We all know the departments don't talk to each other. So while you are trying to work a loan mod or short sale. The foreclosure dept. in a different state is trucking along.

It is an impossible task.

Lewis Roberts, Florida

---

Did you have your client sign an acknowledgment and direction authorizing them to talk to you and give them a copy?

Michele, Canada

---

That's kind of a surprise about Citi. I've talked to them without any problems.

John Sees

---

Not the issue. Didn't want confidential information. Was serving notice not to withdraw further funds from his

account. If I received a notice from another attorney, I think I would have to take it seriously. I might verify s/he is really an attorney, but that's easy enough.

Notice was in writing, but I also called for good measure. Sent email with attachments, including a document they had sent to client. Hung up on me on the phone and received return emails that they were refusing to accept what I had sent. If they withdraw funds anyway, I don't think they can legitimately claim they did not have notice, but I suppose we're going to find out.

John Sees

---

This is usually a problem with dishonest companies. It does mean the company is dishonest, but I've found it to be a rule of thumb.

Matthew Williamson

---

It would seem to be a rare situation for an attorney to talk to the employees of a such a company since they are probably represented by an attorney and there is an ethical restriction prohibiting attorneys from talking directly to represented parties. Based on the NACHA rules, the most reliable way to stop such transfers is actually to give notice to the payor's bank which receives the ACH drafts rather than wait and see if the payee respects the request. –

Adrian K. Pritchett Bogart, Georgia

---

Perhaps I should have mentioned that I first contacted the bank, but that's not the issue. And yes, after thirty years of practice I have some familiarity with the rules of ethics.

John Sees