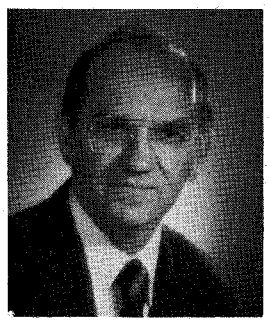

Jerry Buchmeyer

The World's Meanest Lawyer
Not Associated With Pancho's On McKinney

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March 27, 1979

Mr. Craig Smyser
4013 Miramar
c/o U.S.S. MIRAMAR
Dallas, Texas

Re: Employment Agreement with
URS/Forrest & Cotton, Inc.

Dear Craig:

I am indebted to you — so indebted, in fact, that a formal letter of appreciation is needed, with some explanation for my gratitude:

For years I have taken pleasure in the fact that I knew *The World's Meanest Lawyer*! Not just a "mean lawyer," of which there are many, but the World's Meanest. True, I did not know him personally or even by name — but, nevertheless, I felt I knew him extremely well through the results of his representation of a single client.

My initial awareness of him took place many years ago, when I first (and last) ate at Poncho's Mexican Buffet (Not Associated With Pancho's On McKinney). As I walked into the restaurant, went through the buffet line, and sat at a table eating, something seemed very peculiar, even bizarre. Suddenly, the realization! A "disclaimer" was pervasive, almost omnipresent — on the neon sign outside, on the wall signs inside, on the windows, on the menus, on the napkins and sugar packets, on the match covers, on everything, everywhere: "(*Not Associated With Pancho's On McKinney*)." My thoughts then, with some professional envy I admit, were simply that Pancho's on McKinney had an excellent lawyer who negotiated an extremely tough settlement in a tradename controversy between two Mexican restaurants.

Several years later, when my daughter Pamela was in elementary school (where she was, for some reason that now escapes me, also known as "Pam the Pickle"), she was selected to be The Princess for a little league baseball team. On a Saturday, we drove to Kiest Park in Oak Cliff for the Traditional Parade & Opening Day Ceremonies. The day was cold and windy — as is required by city ordinance on such occasions — so the team and Pam did not take off their jackets until it was time for pictures to be made. When they did, on the back of each uniform of each 10 or 11-year-old baseball player — I had not known the team sponsor until then — was the name: "Poncho's Mexican Buffet (*Not Associated With Pancho's On McKinney*)."

A mean lawyer, I realized. A mean lawyer, indeed. Without doubt, the World's Meanest Lawyer!! [How fortunate we were that he was not there in Kiest Park that day; since it was Picture Day, some of the boys actually had their shirttails tucked neatly inside their pants, so the disclaimers on their uniforms merely read "*Not Associated With.*"]

Now, to the reason for my gratitude. Fortunately (for me), you asked me to review the "Employment Agreement" which you intend to enter with URS/Forrest & Cotton, Inc. It is a well-drafted contract, and it appears to accomplish the desired purposes. Under paragraph 5(a), you will continue to act as a "consultant" after your employment ends, with the stipulated compensation to be paid to you during your life and to your wife (Gan or otherwise) for 19 months after your death. Under paragraph 7, the "covenant not to compete" (which we discussed in the Y.M.C.A. shower), continues for as long as the compensation payments under paragraph 5(a).

I find nothing else of consequence to comment upon, except this: *the "covenant not to compete,"* as provided in paragraphs 5(a) and 7, *will prevent you from compet-*

Et Cetera

ing with URS/Forrest & Cotton for a period of 19 months after you are dead.

Another mean lawyer. Another mean S.O.B., indeed. One who will not replace, but who is certainly equal in stature to the *"Not Associated With Pancho's On McKinney"* World's Meanest Lawyer.[1]

Although I am already indebted to you, I do have one favor to request: please don't tell me the attorney's name; that might spoil everything.[2]

With deepest gratitude.

Yours very truly,

Jerry Buchmeyer

JB:jm

1. Woody Allen would disagree. Because his first wife's attorney *was* the World's Meanest Lawyer, in the divorce proceedings she received not only custody of the children and possession of the house, the car, the bank accounts, and all the other property — but also, if Allen has any kids by a second marriage, she gets those, too.
2. The publication of this *et cetera* (DBA Headnotes April 20, 1981) did, indeed, Spoil Everything. The World's Meanest Lawyer was not responsible for the resolution of the *Pancho's v. Poncho's* tradename dispute. **Judge Owen Giles,** who conducted the temporary injunction hearing, explains what *really* happened: the owner of Poncho's Mexican Buffet (which was expanding to Dallas from El Paso) testified repeatedly "that he did not want to be associated in anybody's mind with the Pancho's on McKinney"; this statement was simply "picked up by the lawyers," and the agreed judgment provided that the disclaimer (*Not Associated With Pancho's On McKinney*) would be inserted "on all signs, printed matter, and advertising material, of every kind and nature, used by" Poncho's Mexican Buffet in Dallas County.

Tino Ramirez, who participated in the trial of this landmark case ("then licensed a full seven months"), adds this postscript to prove that he was not — and is not — the World's Meanest Lawyer:

> "After diligent research (in my customary style), I determined that it was imperative to prove that Pancho was the name of our client, the owner of 'Pancho's on McKinney.' His full name being Francisco X. Luna, and the fact being that 'Pancho' is a common nickname for Francisco, prompted me to line up the testimony of an expert witness on Spanish names to so testify. What better expert than the pastor of the Spanish-speaking Catholic Church, Our Lady of Guadalupe, Father Simon! He was a saintly, elderly gentleman from the motherland, Spain, and was more than willing to testify to his familiarity with Spanish names and to his hundred thousand baptisms.
>
> "During the course of the hearing on the temporary injunction, I learned that one of the principals of Poncho's Mexican Buffet was named 'Alfonso.' In Mexico, Poncho is the common nickname for Alfonso, and I KNEW then that I could make our case to prove that the Defendant had intended to use the name of its principal and not our client's name. I quickly advised our lead counsel, Byron Williams, and pleaded that he let me handle the examination of our expert witness. When my excitement reached the point of making me speak to him in Spanish, Byron agreed.
>
> "The smoothness of my examination regarding the name 'Pancho' went down in the annals of trial advocacy (See 1 B.S. 1). Then I proceeded to ask the previously unpracticed question of the proud Spanish gentleman, 'From what name is the nickname Poncho derived?' He pleasantly responded that he did not know. Unflustered, my sight narrowed further, and I asked the leading question, 'Isn't Poncho the nickname for Alfonso?' The Spanish priest coiled, his face flushed, his eyes widened, and exemplifying his naivete of Mexican colloquialism, in his impeccable Castillian accent he exclaimed, 'No! A *poncho* is a dress garment!' Thus, he demonstrated his repulsion at even the thought that the mother tongue could be so blasphemed, and simultaneously caused me to 'pass the witness.'"