

## Who Do You Want to Be?



No matter what line of work we are in, we can decide who we want to be...what our image is...what clients we serve...how big we want our office to be...and so on.

Take the film industry, for example. Producers make movies for a purpose. They know why they are making the movie. They know who their audience is. The top-ten, highest grossing films are different than the top-ten most critically acclaimed.

Highest grossing films:

Avatar  
Avengers: Endgame  
Titanic  
Star Wars: The Force Awakens  
Avengers: Infinity War  
Jurassic World  
The Avengers  
Furious 7  
Avengers: Age of Ultron  
Black Panther

Most critically acclaimed films:

Citizen Kane  
The Godfather  
Rear Window  
Casablanca  
Boyhood  
Three Colors: Red  
Singin' in the Rain  
The Treasure of the Sierra Madre  
Moonlight  
Pan's Labyrinth

Interestingly, there's no overlap. The highest-grossing list is comprised of action/adventure films, while the critically acclaimed list contains various types of drama. Each category plays to a specific audience.

In your business, who is your intended audience? Are you trying to reach as many people as possible? Do you want to be broad and inclusive or elite and exclusive? Is your goal to drive top-line gross revenue or to increase profit margins?

Importantly, do your customers view your business model in the same way you do? What image do you conjure up in a customer's mind?

In 1989, Canon Inc. ran an ad campaign that featured tennis star, Andre Agassi. The ad's slogan "Image is Everything" went viral and thirty years later, not much has changed! "Image" might win every time over "fact." A scary thought, I know, but nevertheless, timeless and true...for our bottom-line, net results. Try to be consistent in how you represent your business and make sure that your message is being received by your audience (customers) in the way you're intending it to be heard!

-Gary

### Trivia:

1) When (what year) did Kindergarten start?

### Did you Know?

The name September comes from the Latin *Septem*, meaning seven, since it was the seventh month of the Roman calendar.

To participate in our trivia questions, submit your answer by clicking [here](#).



## Fire the Cannons: Ringless Voicemail Providers (Finally) Begin to Fight Back Against TCPA Liability

I've always been a fan of Capt. John Paul Jones. The notion of responding to a crew's frantic requests to surrender with a baffled and indignant "I have not yet begun to fight" is both delicious and relatable - at least to me anyway.

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## The Future of Capitalism

Capitalism creates prosperity. By Channeling energies into production and innovation, it has enabled billions of ordinary people to live better than the royalty of old. But...

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## Business in the Czech Republic (Part I)

Written by: Ales Eppinger

**Is it possible to agree upon a non-competition clause for gainful activity which is not the same as the employer's line of business?**

It is a common rule that the previous employer may oblige the employee to refrain from any gainful activity which is the same as, or which would be of a competitive nature in relation to, the business activity of the previous employer for a certain period of time (up to 1 year after termination of employment).

However, it is necessary to refute the myth that the employee may only be limited with regard to the line of business arising from the Commercial Register or a trade licence, because the definition of the line of business is often very vague, e.g. in the case of free trades, it does not reflect the individuality of the labour relationship and it does not necessarily have a competitive nature.

Also the Czech Supreme Court has declared its opinion on the question of the competitive nature of gainful activity in its recent decision. According to this opinion - although both the previous and the new employer produce, offer or provide different products, goods or services - their conflict in the so-called product and service market cannot be excluded, because even their supply can meet the demand of the same customers in the market choosing from several ways to satisfy their needs. The same applies to the so-called derived market of production factors, where their demand for natural resources, workforce, supply services or real capital (buildings, machinery, equipment, means of transport, etc.) and financial capital (money, securities) may be in conflict.

Thus, it is decisive whether satisfying the demand of the new employer would not significantly complicate the satisfaction of the same or similar demand of the previous employer and thus the actual performance of its business activity.

In other words, the line of gainful (business) activity does not necessarily have to be the same. Consequently, the assessment of the competitive nature will be crucial for the extent of the non-competition clause, it means i.e. whether the lines of gainful and business activity do not overlap and whether the "fight for a customer" in a relevant area may not arise, which could seriously complicate the previous employer's activity.

In conclusion, a non-competition clause may be agreed as part of an employment contract by its concluding, but also at any time later during the employment relationship as a separate agreement. However, employers should always evaluate whether it is a gainful activity in which the employee is in contact with such competitively important information that an agreement on non-competition clause is permissible in such case. It should also be pointed out that the employer must be committed in a non-competition clause to provide the employee with adequate financial compensation; otherwise such non-competition clause could be invalid.

### Quotes

"If you are planning for a year, sow rice. If you are planning for a decade, plant trees. If you are planning for a lifetime, educate people"

-Chinese Proverb

"It is the Supreme art of the teacher to awaken joy in creative expression and knowledge."

-Albert Einstein

"A great teacher takes a hand, opens a mind and touches a heart."

-Unknown

## Calendar of Events

If you would like to meet with [Gary Tier](#) at any event he is attending, please click [here](#) to request a meeting.

**FENCA**  
Lisbon, Portugal  
September 25th - 27th  
[www.fenca.eu](http://www.fenca.eu)

**NCBA**  
Washington DC  
October 16th - 19th  
[www.creditorsbar.org/](http://www.creditorsbar.org/)

**Commercial Collection Agencies of America**  
Delray Beach, FL  
October 24th - 26th  
[www.http://commercialcollectionagenciesofamerica.com/](http://commercialcollectionagenciesofamerica.com/)



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