

Colorado Supreme Court 101 West Colfax Avenue, Suite 800 Denver, CO 80202	RECEIVED APR 20 2011 ATTORNEY REGULATION
Original Proceeding in Unauthorized Practice of Law 10UPL059	
Petitioner: The People of the State of Colorado, v. Respondent: Evan Jansen.	Supreme Court Case No: 2011SA61
ORDER OF COURT	

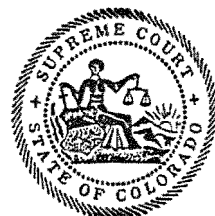
Upon consideration of the Stipulation, Agreement and Affidavit Consenting to Entry of an Order of Injunction and Payment of a Fine and Costs filed in the above cause, and now being sufficiently advised in the premises,

IT IS ORDERED that said Respondent, EVAN JANSEN shall be, and the same hereby is, ENJOINED from the unauthorized practice of law.

IT IS FURTHER ORDERED that the Respondent is assessed costs in the amount of \$91.00. Said costs to be paid to the Office of Attorney Regulation Counsel, within (30) days of the date of this order.

IT IS FURTHER ORDERED that a fine be imposed in the amount of \$250.00.

BY THE COURT, APRIL 19, 2011.



Case Number: 2011SA61

Caption: People v Jansen, Evan

CERTIFICATE OF SERVICE

Copies mailed via the State's Mail Services Division on April 20, 2011. ^{trac}

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SUPREME COURT, STATE OF COLORADO
101 W. Colfax Ave., Suite 800
Denver, Colorado 80202

ORIGINAL PROCEEDING IN
UNAUTHORIZED PRACTICE OF LAW,
10UPL059

Petitioner:
THE PEOPLE OF THE STATE OF COLORADO

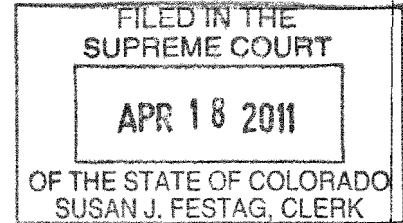
vs.

Respondents:
EVAN JANSEN

Kim E. Ikeler, #15590
Assistant Regulation Counsel
Attorney for Petitioner
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**STIPULATION, AGREEMENT AND AFFIDAVIT CONSENTING TO
ENTRY OF AN ORDER OF INJUNCTION AND PAYMENT OF A
FINE AND COSTS**



▲ COURT USE
ONLY ▲

Case Number:
11SA61

On this 13th day of April 2011, Kim E. Ikeler, Assistant

Regulation Counsel, and Evan Jansen, the Respondent, through his counsel, Daniel E. Rohner, Esq. of Sander, Ingebretsen & Wake, P.C., enter into the following stipulation, agreement, and affidavit consenting to an order of injunction (“Stipulation”) and submit the same to the Supreme Court for entry of an order of injunction and payment of a fine and costs, pursuant to C.R.C.P. 229-237.

1. Respondent has a business address of 1055 Kendall Street, Lakewood, CO 80214. Respondent is not licensed to practice law in the State of Colorado.

2. Respondent enters into this stipulation freely and voluntarily. No promises have been made concerning future consideration, punishment, or lenience in the above-referenced matter. It is Respondent’s personal decision, and Respondent affirms there has been no coercion or other intimidating acts by any person or agency concerning this matter.

3. Respondent is familiar with the rules of the Colorado Supreme Court regarding the unauthorized practice of law. Respondent acknowledges the right to a full and complete evidentiary hearing on the petition for injunction. At any such hearing, Respondent would have the right to be represented by

counsel, present evidence, call witnesses, and cross-examine the witnesses presented by the Petitioner. At any such formal hearing, the Petitioner would have the burden of proof and would be required to prove the charges contained in the petition for injunction by a preponderance of the evidence. Nonetheless having full knowledge of the right to such a formal hearing, Respondent waives that right.

4. Respondent now understands (although he did not at the time of the events at issue in this matter) that the practice of law in Colorado includes, but is not limited to, the following:

- a. providing advice to any other individual on the legal effect of any proposed action in a legal matter; or assisting that individual in making decisions that require legal judgment and a knowledge of the law that is greater than the average citizen;
- b. providing advice to any other individual as to various legal remedies available to that individual and the possible legal courses of action for that individual;

- c. acting in a representative capacity on behalf of any other individual in matters that affect that individual's legal rights and duties;
- d. selecting or preparing any legal document for any other individual, other than solely as a typist; and, without limiting the above, explaining to that individual or any other individual the legal significance of such document;
- e. holding oneself out as an attorney, lawyer, "esquire", immigration consultant, or legal consultant, either directly or impliedly;
- f. holding oneself out to others in a manner that another individual would place some reliance on the Respondent to handle that individual's legal matters;
- g. advertising oneself as an immigration consultant, or being able to select and prepare immigration paperwork on behalf of others (without U.S.B.I.A. accreditation);
- h. making an appearance or speaking on behalf of another individual in negotiations, settlement conferences, mediations, hearings, trials, oral arguments or other legal

proceedings unless specifically allowed by the rules that apply to such appearance in such legal proceeding;

- i. serving as a conduit or intermediary on behalf of any other individual for the obtaining or relaying of any legal counsel;
- j. conducting the business of management of a law practice to the extent that the exercise of legal judgment on behalf of another occurs; and
- k. soliciting or accepting any fees for legal services.

5. Respondent and the Petitioner stipulate to the following facts and conclusions:

Boulder County Matter

a. In April and May 2010, the Boulder County Department of Public Health (“Boulder County”) conducted food safety inspections of a kiosk and mobile unit operated by Living Inside Out, Inc., d/b/a Giggling Greek Kiosk and Catering (the “Giggling Greek”), a company in Longmont, Colorado. Boulder County delivered an inspection report to Paul Thompson, representing the Giggling Greek. Mr. Thompson – a non-lawyer – is the son of the owner of the Giggling Greek.

b. Mr. Thompson replied through Respondent. On June 3, 2010, Respondent mailed to David Baum, a Boulder County Health official, a “Commercial Affidavit” signed by Mr. Thompson and notarized by Respondent, a “Presentment of Notice and Claim under Notary Seal” signed by Respondent, an unsigned “Explanation Sheet”, and a “Notary’s Certificate of Mailing” signed by Respondent.

c. *Commercial Affidavit.* Across the top of the Commercial Affidavit, a banner stated: “NOTICE TO AGENT IS NOTICE TO PRINCIPAL/NOTICE TO PRINCIPAL IS NOTICE TO AGENT”.¹ The Commercial Affidavit identified Mr. Thompson as the “Claimant”.² Mr. Thompson’s address was given as “c/o” the Respondent.

d. The Commercial Affidavit alleged (in a roundabout and stilted style) that Boulder County health officials had not conducted an inspection, or at least a proper one, and that Boulder County’s “actions” had caused “damages and loss in revenue” to the Giggling

¹ An associated heading stated: “A SECURITY – 15 USC THIS IS A U.S. S.E.C. TRACER FLAG NOT A POINT OF LAW* *See attached EXPLANATION SHEET”. The “Explanation Sheet” contained a pseudo-legal explanation of the “TRACER FLAG”.

² Presumably, Mr. Thompson was asserting claims on behalf of the Giggling Greek. References to Mr. Thompson herein are collectively to him and the Giggling Greek.

Greek. The Commercial Affidavit demanded that Boulder County pay a “penalty” of \$100,000 to Mr. Thompson within fifteen days, and implied that Mr. Thompson would place “encumbrances” on Boulder County property to enforce the “penalty.” The Commercial Affidavit concluded: “You have ten (10) days in which you can respond to or rebut this Commercial Affidavit, unless you request in writing an extension of time. Failure to respond or rebut shall convey your assent to and agreement with all the facts herein.”

e. *Presentment of Notice and Claim Under Notary Seal.*

Respondent also sent to Mr. Baum, the Boulder County health official, a document entitled “Presentment of Notice and Claim Under Notary Seal” (“Presentment”), signed and stamped by Respondent.³ The Presentment stated that Mr. Thompson had contacted Respondent for the purpose of presenting a notice.

f. The Presentment stated: “The Commercial Affidavit is the principal’s claim regarding David Baum’s conduct and actions.” Respondent invited Boulder County authorities to “rebut the statements and claims in the Commercial Affidavit by executing a

³ Across the top of the Presentment was a banner like that on the Commercial Affidavit, stating: “NOTICE TO AGENT IS NOTICE TO PRINCIPAL/NOTICE TO PRINCIPAL IS NOTICE TO AGENT”.

verified response point-by-point, under your full commercial liability, under penalty of perjury, with evidence that is certified to be true, complete and correct, to be received thru [sic] me no later than ten (10) days from this postmark" The Presentment informed Boulder County authorities that their failure to respond would constitute their agreement with all of the statements and facts set forth in the Commercial Affidavit.

g. *Additional Documents of the Same Nature.* On June 21, 2010, Respondent sent: a second Presentment, which Respondent signed and stamped with his notary seal; a Constructive Notice of Conditional Acceptance, signed by Mr. Thompson; a Notice of Fault and Opportunity to Cure, signed by Mr. Thompson; a Demand for Payment, which Respondent signed and stamped with his notary seal; a Certification of Non-Response/Non-Performance, which Respondent signed and stamped with his notary seal; a Notice of Protest, which Respondent signed and stamped with his notary seal, and a Certification of Protest, which Respondent signed and stamped with his notary seal. Together, these documents asserted that Boulder County had failed to adequately rebut the claims asserted in the Commercial Affidavit, claimed that this failure

amounted to “dishonor by non-response/non-performance”, and demanded immediate payment of \$100,000 to Mr. Thompson. The documents again directed Boulder County authorities to respond through Respondent. Mr. Thompson instructed Boulder County authorities to respond through Respondent.

h. On June 28, 2010, Respondent notarized a second Commercial Affidavit, in a form similar to the June 3, 2010 Commercial Affidavit described above. This document, written in the same stilted and roundabout style, signed by Mr. Thompson, disputed allegations of Boulder County’s inspection report, alleged that Boulder County was committing fraud, and asserted that Boulder County was required to pay a \$25,000 penalty within fifteen days.

i. Also on June 28, 2010, Respondent signed a third Presentment of Notice and Claim under Notary Seal, addressed to Boulder County, concerning the hearing on the Giggling Greek’s alleged public health violations. The Presentment stated in pertinent part:

I have been contacted by Mr. Paul Thompson (Principal) for the purpose of presenting a notice and claim under notary seal. I have been asked to mention that: [listing procedural

steps that had been taken and inviting a response by a deadline].

That observation in facilitation of international commerce should not be deemed a power of attorney or the practice of law. I am just a duty bound messenger.

Thank you for your assistance. All communication should be delivered through me

Respondent invited Boulder County authorities to rebut Mr. Thompson's statements in the June 28, 2010 Commercial Affidavit within ten days. Respondent stated that Boulder County's failure to respond to the Commercial Affidavit would convey its agreement with all of the statements and facts set forth in the Commercial Affidavit. Respondent directed the Boulder County authorities to send their response to him.

j. Respondent sent to the Boulder County authorities the third Presentment, the second Commercial Affidavit, a Notice of Conditional Acceptance, and related documents.

Kathleen Bishop Matter

k. Kathleen Bishop is a resident of Elizabeth, Colorado. In March 2010, Ms. Bishop entered into at least one agreement with Prince Song Cambilargiu whereby Mr. Cambilargiu was to assist Ms. Bishop in temporarily stopping a foreclosure of her residence.

Ms. Bishop paid Mr. Cambilargiu \$1,400 for these services. On May 17, 2010, Respondent sent to Ms. Bishop a Commercial Affidavit and a Presentment of Notice and Claim Under Notary Seal (“Presentment”).⁴

1. *Commercial Affidavit.* The Commercial Affidavit, signed by Mr. Cambilargiu and notarized by Respondent, claimed that Ms. Bishop owed Mr. Cambilargiu \$2,500.00 pursuant to “Stop Foreclosure Agreements” between Ms. Bishop and Mr. Cambilargiu. The Commercial Affidavit stated: “You have ten (10) days in which you can respond to or rebut this Commercial Affidavit from postmark, unless you request in writing an extension of time. Failure to respond to or rebut shall convey your assent to and agreement with all the facts herein.”

m. *Presentment.* The Presentment, signed and stamped by Respondent, recited that Mr. Cambilargiu had contacted Respondent from outside of the United States. Mr. Cambilargiu allegedly had contacted Respondent for the purpose of presenting a claim to Ms. Bishop under notary seal. The Presentment made

⁴ These documents also displayed the same banner described in footnote 4.

reference to two contracts, presumably the Stop Foreclosure Agreements. The Presentment invited Ms. Bishop to respond point-by-point to the Commercial Affidavit, and informed Ms. Bishop that her failure to do so would constitute her agreement with the facts set forth therein. The Presentment directed Ms. Bishop to send her response to Respondent within ten days.

n. *Demand for Payment.* On the same date, on behalf of Mr. Cambilargiu, Respondent mailed to Ms. Bishop a Demand for Payment, which he signed and stamped with his notary seal.⁵ The Demand for Payment sought payment of \$2,500 “for payment and satisfaction of contract(s)”. The Demand for Payment referenced the two Stop Foreclosure Agreements. The Demand for Payment stated in pertinent part: “the Notary Public signing below, for the reason **dishonor by refusal and non-performance**, does publicly and solemnly certify the dishonor as against all parties it may concern for liability equivalent to the face value of the instrument, and all costs damages and interests occurred therein[.]” (emphasis in

⁵ This document also displayed the same banner described in footnote 4.

original) The Demand for Payment gave Ms. Bishop thirty days to make payment.

o. On or about June 7, 2010, Ms. Bishop responded by letter to the Commercial Affidavit, Presentment and Demand for Payment, contesting the allegations and the validity of her obligation to make the payment demanded in those documents.

p. *Additional Documents of the Same Nature.* In response, on June 17, 2010 Respondent mailed a document entitled Constructive Notice of Conditional Acceptance to Ms. Bishop. This document requested support for some of the points contained in Ms. Bishop's letter of June 7, 2010.

q. On June 29, 2010 Respondent mailed to Ms. Bishop a second Presentment of Notice and Claim under Notary Seal ("Presentment"), along with a Certificate of Non-Response and a Final Demand for Payment. Respondent signed and stamped the second Presentment. It referenced Mr. Cambilargiu and the two purported contracts. The second Presentment stated that Respondent was acting on behalf of Mr. Cambilargiu. The second Presentment alleged, among other things, that Ms. Bishop's "qualified response to the Commercial Affidavit has not been

received through me within the time frame expressed therein, and the Certificate of Non-Response has been issued pursuant to my statutory authority.” The second Presentment also stated that “[t]he Final Demand for Payment is your last notification prior to a lien filing on all property, this actual constructive notice of your outstanding obligation and the time frame for you to remit payment in fully and finally collectable funds.” The second Presentment further stated that all communication with Mr. Cambilargiu should be through Respondent.

r. The Certificate of Non-Response, also signed and stamped by Respondent, stated, among other things, that “the undersigned Notary Public has received no written response” to the Commercial Affidavit or the Demand for Payment, and that “the failure to respond to the above referenced document(s) conveys full agreement to the terms and conditions contained therein.”

s. The Final Demand for Payment, signed and stamped by Respondent, stated Respondent was acting at the request of Mr. Cambilargiu with regard to two Stop Foreclosure Agreements between Ms. Bishop and Mr. Cambilargiu. Respondent recited that payment was due from Ms. Bishop to Mr. Cambilargiu of \$2,537.50

for his work under these supposed contracts. Respondent stated: “the Notary Public signing below, for the reason dishonor by refusal and non-performance, does publicly and solemnly certify the dishonor as against all parties it may concern for liability equivalent to the face value of the instrument, and all costs, damages and interests incurred therein, or hereafter incurred, by reason of nonperformance thereof and stipulations therein.” (emphasis in original) The Final Demand for Payment stated that Ms. Bishop had ten days to pay the referenced account.

t. Respondent stipulates and agrees that, by executing and sending the documents described above, Respondent acted in a representative capacity for Mr. Thompson and Mr. Cambilargiu, and thereby engaged in the unauthorized practice of law.

6. Respondent has read and studied the Petition for Injunction and is familiar with the allegations therein, and a true and correct copy of the Petition for Injunction is attached to this stipulation as Exhibit A.

7. Pursuant to C.R.C.P. 251.32, Respondent agrees to pay administrative costs in the sum of \$91 incurred in conjunction with


this matter within thirty (30) days after the acceptance of the Stipulation by the Colorado Supreme Court.

8. Pursuant to C.R.C.P. 236(a) and to the terms of the within Stipulation, Respondent agrees to the imposition of and to pay a fine of \$250.

**RECOMMENDATION FOR AND CONSENT TO ORDER OF
INJUNCTION AND PAYMENT OF A FINE AND COSTS**

Based on the foregoing, the parties hereto request that the Colorado Supreme Court enter an order enjoining Respondent from the unauthorized practice of law. The parties further request that the Supreme Court order that Respondent to pay a fine of \$250 and costs in the amount of \$91.

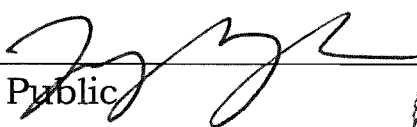
Evan Jansen, the Respondent; Kim E. Ikeler, attorney for Petitioner; and Daniel E. Rohner, Esq., counsel for Respondent, acknowledge by signing this document that they have read and reviewed the above.

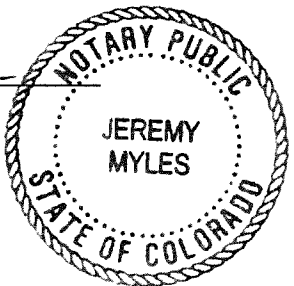


Evan Jansen
1055 Kendall St.
Lakewood, CO 80214

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

Subscribed and sworn to before me this 13th day of April 2011, by Evan Jansen, Respondent, known to me. Witness my hand and official seal. My commission expires:
6/17/2012.

Notary Public 



My Comm. Exp. 06/17/2012



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Attorney for Petitioner



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Attorney for Respondent

SUPREME COURT, STATE OF COLORADO
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ORIGINAL PROCEEDING IN
UNAUTHORIZED PRACTICE OF LAW,
10UPL059

Petitioner:

THE PEOPLE OF THE STATE OF
COLORADO

vs.

Respondent:

EVAN JANSEN

Kim E. Ikeler, #15590
Assistant Regulation Counsel
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Denver, CO 80202
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Email: k.ikeler@csc.state.co.us

FILED IN THE
SUPREME COURT

MAR - 2 2011

OF THE STATE OF COLORADO
SUSAN J. FESTAG, CLERK

▲ COURT USE ONLY ▲

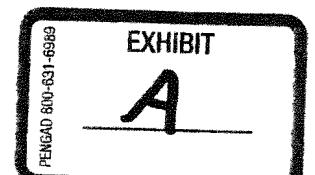
Case Number:

15A61

PETITION FOR INJUNCTION

Petitioner, through the undersigned Assistant Regulation Counsel, and upon authorization pursuant to C.R.C.P. 234(a),¹ respectfully requests that the Colorado Supreme Court issue an order pursuant to C.R.C.P. 234 directing Respondent to show cause

¹ The Unauthorized Practice of Law ("UPL") Committee authorized the filing of this petition on February 18, 2011.



why he should not be enjoined from the unauthorized practice of law. As grounds therefor, counsel states as follows:

JURISDICTION

1. Respondent, Evan Jansen, is not licensed to practice law in the state of Colorado or any other state.

2. Respondent's last known address is 1055 Kendall Street, Lakewood, CO 80214.

3. Respondent engaged in the unauthorized practice of law, as described below.

GENERAL ALLEGATIONS

4. Respondent applied to the Colorado Secretary of State and was accepted as a Notary Public in 2004.

5. His license was renewed in 2008.

6. In 2010, the Colorado Secretary of State initiated a proceeding to revoke Respondent's notary license.

7. That proceeding remains pending.

8. The proceeding was based on Respondent's actions in two matters, discussed below.

CLAIM I

Boulder County Matter

9. In April and May 2010, the Boulder County Department of Public Health (“Boulder County”) conducted food safety inspections of a kiosk and mobile unit operated by Living Inside Out, Inc., d/b/a Giggling Greek Kiosk and Catering (the “Giggling Greek”), a company in Longmont, Colorado.

10. Boulder County delivered an inspection report to Paul Thompson, representing the Giggling Greek.

11. Mr. Thompson – a non-lawyer – is the son of the owner of the Giggling Greek.

12. Mr. Thompson replied through Respondent. On June 3, 2010, Respondent mailed to David Baum, a Boulder County Health official, a “Commercial Affidavit” signed by Mr. Thompson and notarized by Respondent, a “Presentment of Notice and Claim under Notary Seal” signed by Respondent, an unsigned “Explanation Sheet”, and a “Notary’s Certificate of Mailing” signed by Respondent.

13. *Commercial Affidavit*. Across the top of the Commercial Affidavit, a banner stated: "NOTICE TO AGENT IS NOTICE TO PRINCIPAL/NOTICE TO PRINCIPAL IS NOTICE TO AGENT".²

14. The Commercial Affidavit identified Mr. Thompson as the "Claimant".³

15. Mr. Thompson's address was given as "c/o" the Respondent.

16. The Commercial Affidavit alleged (in a roundabout and stilted style) that Boulder County health officials had not conducted an inspection, or at least a proper one, and that Boulder County's "actions" had caused "damages and loss in revenue" to the Giggling Greek.

17. Mr. Thompson's Commercial Affidavit demanded that Boulder County pay a "penalty" of \$100,000 to Mr. Thompson within fifteen days, and implied that Mr. Thompson would place

² An associated heading stated: "A SECURITY - 15 USC THIS IS A U.S. S.E.C. TRACER FLAG NOT A POINT OF LAW* *See attached EXPLANATION SHEET". The "Explanation Sheet" contained a pseudo-legal explanation of the "TRACER FLAG".

³ Presumably, Mr. Thompson was asserting claims on behalf of the Giggling Greek. References to Mr. Thompson herein are collectively to him and the Giggling Greek.

“encumbrances” on Boulder County property to enforce the “penalty.”

18. The Commercial Affidavit concluded: “You have ten (10) days in which you can respond to or rebut this Commercial Affidavit, unless you request in writing an extension of time. Failure to respond or rebut shall convey your assent to and agreement with all the facts herein.”

19. *Presentment of Notice and Claim Under Notary Seal.* Respondent also sent to Mr. Baum, the Boulder County health official, a document entitled “Presentment of Notice and Claim Under Notary Seal” (“Presentment”), signed and stamped by Respondent.⁴

20. The Presentment stated that Mr. Thompson had contacted Respondent for the purpose of presenting a notice.

21. On behalf of Mr. Thompson, Respondent stated: “The Commercial Affidavit is the principal’s claim regarding David Baum’s conduct and actions.”

⁴ Across the top of the Presentment was a banner like that on the Commercial Affidavit, stating: “NOTICE TO AGENT IS NOTICE TO PRINCIPAL/NOTICE TO PRINCIPAL IS NOTICE TO AGENT”.

22. Respondent invited Boulder County authorities to “rebut the statements and claims in the Commercial Affidavit by executing a verified response point-by-point, under your full commercial liability, under penalty of perjury, with evidence that is certified to be true, complete and correct, to be received thru [sic] me no later than ten (10) days from this postmark”

23. Respondent informed Boulder County authorities that their failure to respond would constitute their agreement with all of the statements and facts set forth in the Commercial Affidavit.

24. *Boulder County's Response.* On June 11, 2010, Boulder County authorities responded by letter to the Commercial Affidavit and Presentment.

25. The letter asserted Boulder County's statutory authority to enforce its health regulations, and contained a general denial of the claims made in the Commercial Affidavit and Presentment.

26. On June 17, 2010, Boulder County authorities wrote to the Giggling Greek, providing notice that a hearing had been set on the alleged violation before a Boulder County Public Health Officer.

27. *Additional Documents of the Same Nature.* On June 21, 2010, Respondent sent: a second Presentment, which Respondent

signed and stamped with his notary seal; a Constructive Notice of Conditional Acceptance, signed by Mr. Thompson; a Notice of Fault and Opportunity to Cure, signed by Mr. Thompson; a Demand for Payment, which Respondent signed and stamped with his notary seal; a Certification of Non-Response/Non-Performance, which Respondent signed and stamped with his notary seal; a Notice of Protest, which Respondent signed and stamped with his notary seal, and a Certification of Protest, which Respondent signed and stamped with his notary seal.

28. Together, these documents asserted that Boulder County had failed to adequately rebut the claims asserted in the Commercial Affidavit, claimed that this failure amounted to “dishonor by non-response/non-performance”, and demanded immediate payment of \$100,000 to Mr. Thompson.

29. Respondent again directed Boulder County authorities to respond through him. Mr. Thompson instructed Boulder County authorities to respond through Respondent.

30. On June 28, 2010, Respondent notarized a second Commercial Affidavit, in a form similar to the June 3, 2010 Commercial Affidavit described above.

31. This document, written in the same stilted and roundabout style, signed by Mr. Thompson, disputed allegations of Boulder County's inspection report, alleged that Boulder County was committing fraud, and asserted that Boulder County was required to pay a \$25,000 penalty within fifteen days.

32. Also on June 28, 2010, Respondent signed a third Presentment of Notice and Claim under Notary Seal, addressed to Boulder County, concerning the hearing on the Giggling Greek's alleged public health violations.

33. Respondent stated that he was writing on behalf of Mr. Thompson, who was Respondent's principal.

34. Respondent invited Boulder County authorities to rebut Mr. Thompson's statements in the June 28, 2010 Commercial Affidavit within ten days.

35. Respondent stated that Boulder County's failure to respond to the Commercial Affidavit would convey its agreement with all of the statements and facts set forth in the Commercial Affidavit.

36. Respondent directed the Boulder County authorities to send their response to him.

37. Respondent sent to the Boulder County authorities the third Presentment, the second Commercial Affidavit, a Notice of Conditional Acceptance, and related documents.

38. The Boulder County Attorney's Office complained to the Secretary of State, which commenced the notary revocation proceeding referenced above.

39. Mr. Baum, the health official, was upset by receiving the "legal documents" from Respondent.

40. Because of this, his supervisors removed him from dealing with the Giggling Greek. After a hearing, Boulder County issued a violation letter.

41. Health officials believe that the Giggling Greek is no longer doing business in Boulder County.

Request for Relief

42. The unauthorized practice of law includes but is not limited to an unlicensed person's actions as a representative in protecting, enforcing or defending the legal rights and duties of another and/or counseling, advising and assisting that person in connection with legal rights and duties. *See, People v. Shell*, 148 P.3d 162 (Colo. 2006); and *Denver Bar Assn. v. P.U.C.*, 154 Colo.

273, 391 P.2d 467 (1964).

43. C.R.S. §12-55-110.3(2)(b)(I) provides: “A notary public who is not an attorney licensed to practice law in Colorado is prohibited from providing any service that constitutes the unauthorized practice of law.”

44. In particular, a non-lawyer notary public cannot act as a representative of another person in a legal matter.

45. *Respondent Acted as a Representative.* Respondent identified himself as the agent for Mr. Thompson, whom he identified as his principal.

46. Respondent presented Mr. Thompson’s legal demands to Boulder County, in the form of documents that had the style of official legal notices.

47. Respondent signed and stamped many of these documents.

48. Respondent directed Boulder County to send its responses to the legal demands to him.

49. After receiving responses, Respondent signed and sent additional documents in the same “official” style, purporting to

affect the rights of Boulder County (*e.g.*, demanding that Boulder County pay a \$25,000 “penalty” to Mr. Thompson).

50. Respondent thereby acted as the legal representative of Mr. Thompson. *See, e.g., People v. Adams*, 234 P.2d 256, 266 (Colo. 2010) (non-lawyer acted in a representative capacity when he prosecuted claims as contingent assignee of third parties in bankruptcy proceedings).

51. In signing and issuing the Presentments, Demands for Payment, and other related documents discussed above, Respondent acted outside the notarial authority granted by C.R.S. §12-55-110.

52. By acting beyond his notarial powers in a representative capacity for Mr. Thompson in protecting, enforcing and defending his legal rights, Respondent engaged in the unauthorized practice of law.

53. Respondent does not fall within any of the statutory or case law exceptions.

WHEREFORE, petitioner prays at the conclusion hereof.

CLAIM II

Kathleen Bishop Matter

54. Kathleen Bishop is a resident of Elizabeth, Colorado. In March 2010, Ms. Bishop entered into at least one agreement with Prince Song Cambilargiu whereby Mr. Cambilargiu was to assist Ms. Bishop in temporarily stopping a foreclosure of her residence. Ms. Bishop paid Mr. Cambilargiu \$1,400 for these services.

55. On May 17, 2010, Respondent sent to Ms. Bishop a Commercial Affidavit and a Presentment of Notice and Claim Under Notary Seal ("Presentment").⁵

56. *Commercial Affidavit.* The Commercial Affidavit, signed by Mr. Cambilargiu and notarized by Respondent, claimed that Ms. Bishop owed Mr. Cambilargiu \$2,500.00 pursuant to "Stop Foreclosure Agreements" between Ms. Bishop and Mr. Cambilargiu.

57. The Commercial Affidavit stated: "You have ten (10) days in which you can respond to or rebut this Commercial Affidavit from postmark, unless you request in writing an extension of time.

⁵ These documents also displayed the same banner described in footnote 4.

Failure to respond to or rebut shall convey your assent to and agreement with all the facts herein.”

58. *Presentment.* The Presentment, signed and stamped by Respondent, recited that Mr. Cambilargiu, Respondent’s principal, had contacted Respondent from outside of the United States.⁶

59. Mr. Cambilargiu allegedly had contacted Respondent for the purpose of presenting a claim to Ms. Bishop under notary seal.

60. The Presentment made reference to two contracts, presumably the Stop Foreclosure Agreements.

61. The Presentment invited Ms. Bishop to respond point-by-point to the Commercial Affidavit, and informed Ms. Bishop that her failure to do so would constitute her agreement with the facts set forth therein.

62. The Presentment directed Ms. Bishop to send her response to Respondent within ten days.

63. *Demand for Payment.* On the same date, on behalf of Mr. Cambilargiu, Respondent mailed to Ms. Bishop a Demand for Payment, which he signed and stamped with his notary seal.⁷

⁶ During the investigation, the undersigned was able to reach Mr. Cambilargiu at a local Denver telephone number. Respondent’s notary book lists Mr. Cambilargiu’s address as 1994 S. Xavier St., Denver, CO 80219.

64. The Demand for Payment sought payment of \$2,500 “for payment and satisfaction of contract(s)”.

65. The Demand for Payment referenced the two Stop Foreclosure Agreements.

66. The Demand for Payment stated in pertinent part: “the Notary Public signing below, for the reason **dishonor by refusal and non-performance**, does publicly and solemnly certify the dishonor as against all parties it may concern for liability equivalent to the face value of the instrument, and all costs damages and interests occurred therein[.]” (emphasis in original)

67. The Demand for Payment gave Ms. Bishop thirty days to make payment.

68. On or about June 7, 2010, Ms. Bishop responded by letter to the Commercial Affidavit, Presentment and Demand for Payment, contesting the allegations and the validity of her obligation to make the payment demanded in those documents.

69. *Additional Documents of the Same Nature.* In response, on June 17, 2010 Respondent mailed a document entitled Constructive Notice of Conditional Acceptance to Ms. Bishop.

⁷ This document also displayed the same banner described in footnote 4.

70. This document requested support for some of the points contained in Ms. Bishop's letter of June 7, 2010.

71. On or about June 21, 2010, Ms. Bishop responded by letter to the Constructive Notice of Conditional Acceptance.

72. On June 29, 2010 Respondent mailed to Ms. Bishop a second Presentment of Notice and Claim under Notary Seal ("Presentment"), along with a Certificate of Non-Response and a Final Demand for Payment.

73. Respondent signed and stamped the second Presentment.

74. It referenced Mr. Cambilargiu and the two purported contracts.

75. The second Presentment stated that Respondent was acting on behalf of Mr. Cambilargiu.

76. The second Presentment alleged, among other things, that Ms. Bishop's "qualified response to the Commercial Affidavit has not been received through me within the time frame expressed therein, and the Certificate of Non-Response has been issued pursuant to my statutory authority."

77. The second Presentment also stated that “[t]he Final Demand for Payment is your last notification prior to a lien filing on all property, this actual constructive notice of your outstanding obligation and the time frame for you to remit payment in fully and finally collectable funds.”

78. Respondent further stated that all communication with Mr. Cambilargiu should be through Respondent.

79. The Certificate of Non-Response, also signed and stamped by Respondent, stated, among other things, that “the undersigned Notary Public has received no written response” to the Commercial Affidavit or the Demand for Payment, and that “the failure to respond to the above referenced document(s) conveys full agreement to the terms and conditions contained therein.”

80. The Final Demand for Payment, signed and stamped by Respondent, stated Respondent was acting at the request of Mr. Cambilargiu with regard to two Stop Foreclosure Agreements between Ms. Bishop and Mr. Cambilargiu.

81. Respondent recited that payment was due from Ms. Bishop to Mr. Cambilargiu of \$2,537.50 for his work under these supposed contracts.

82. Respondent stated: “the Notary Public signing below, for the reason dishonor by refusal and non-performance, does publicly and solemnly certify the dishonor as against all parties it may concern for liability equivalent to the face value of the instrument, and all costs, damages and interests incurred therein, or hereafter incurred, by reason of nonperformance thereof and stipulations therein.” (emphasis in original)

83. Respondent stated that Ms. Bishop had ten days to pay the referenced account.

84. Ms. Bishop complained to the Secretary of State, which commenced the notary revocation proceeding referenced above.

85. Ms. Bishop has not heard further from Respondent or Mr. Cambilargiu. She has not paid Mr. Cambilargiu any more money.

Request for Relief

86. The unauthorized practice of law includes but is not limited to an unlicensed person’s actions as a representative in protecting, enforcing or defending the legal rights and duties of another and/or counseling, advising and assisting that person in connection with legal rights and duties. *See, People v. Shell*, 148

P.3d 162 (Colo. 2006); and *Denver Bar Assn. v. P.U.C.*, 154 Colo. 273, 391 P.2d 467 (1964).

87. C.R.S. §12-55-110.3(2)(b)(I) provides: “A notary public who is not an attorney licensed to practice law in Colorado is prohibited from providing any service that constitutes the unauthorized practice of law.”

88. In particular, a non-lawyer notary public cannot act as a representative of another person in a legal matter.

89. *Respondent Acted as a Representative.* Respondent identified himself as the agent for Mr. Cambilargiu, whom he identified as his principal.

90. Respondent presented Mr. Cambilargiu’s legal demands to Ms. Bishop, in the form of documents that had the style of official legal notices.

91. Respondent signed and stamped many of these documents.

92. Respondent directed Ms. Bishop to send her responses to the legal demands to him.

93. After receiving responses, Respondent signed and sent additional documents in the same “official” style, purporting to

affect the rights of Ms. Bishop (*e.g.*, threatening Ms. Bishop with the filing of liens against her property).

94. Respondent thereby acted as the legal representative of Mr. Cambilargiu. *See, e.g., People v. Adams*, 234 P.2d 256, 266 (Colo. 2010) (non-lawyer acted in a representative capacity when he prosecuted claims as contingent assignee of third parties in bankruptcy proceedings).

95. In signing and issuing the Presentments, Demands for Payment, and other related documents discussed above, Respondent acted outside the notarial authority granted by C.R.S. §12-55-110.

96. By acting beyond his notarial powers in a representative capacity for Mr. Cambilargiu in protecting, enforcing and defending his legal rights, Respondent engaged in the unauthorized practice of law.

97. Respondent does not fall within any of the statutory or case law exceptions.

WHEREFORE, the Petitioner prays that this Court issue an order directing Respondent to show cause why Respondent should not be enjoined from engaging in any unauthorized practice of law;

thereafter that the Court enjoin this Respondent from the practice of law, or in the alternative that this Court refer this matter to a hearing master for determination of facts and recommendations to the Court on whether this Respondent should be enjoined from the unauthorized practice of law. Furthermore, Petitioner requests that the court assess the costs and expenses of these proceedings, against this Respondent; assess restitution against the Respondent for any out-of-pocket losses incurred by clients as a result of the Respondent's conduct; impose a fine for each incident of unauthorized practice of law, not less than \$250.00 and not more than \$1,000.00; and any other relief deemed appropriate by this Court.

Respectfully submitted this ^{15th} ^{March} of ~~February~~ 2011.



Kim E. Ikeler
Assistant Regulation Counsel
Attorney for Petitioner