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APR 30 2009

ATTORNEY
REGULATION

Colorado Supreme Court 2 East 14th Ave., Fourth Floor Denver, CO 80203	
Original Proceeding in Unauthorized Practice of Law Office of Attorney Regulation Counsel, 2008UPL50	
Petitioner: The People of the State of Colorado, v. Respondent: Leo L. Rowley Jr. a/k/a Skip Rowley Jr.	Supreme Court Case No: 2009SA67
ORDER OF COURT	

Upon consideration of the Petition for Injunction, the Order and Rule to Show Cause, and the Proof of Service filed in the above cause, and now being sufficiently advised in the premises,

IT IS ORDERED that said Petition for Injunction shall be, and the same hereby is, GRANTED.

IT IS FURTHER ORDERED that the Respondent, LEO L. ROWLEY, JR. aka SKIP ROWLEY, JR. shall be and the same hereby is ENJOINED from engaging in the unauthorized practice of law in the State of Colorado.

BY THE COURT, APRIL 28, 2009.



Case Number: 2009SA67

Caption: People v Rowley, Leo Jr.

CERTIFICATE OF SERVICE

Copies mailed via the State's Mail Services Division on April 30, 2009. *HRC*

Charles E Mortimer Jr.
OFFICE OF ATTORNEY
REGULATION
1560 Broadway Ste 1800
Denver, CO 80202

Leo L Rowley Jr.
102 S. Tejon St., Suite 1100
Colorado Spgs, CO 80903

SUPREME COURT, STATE OF COLORADO
2 East 14th Avenue, 4th Floor
Denver, Colorado 80203

ORIGINAL PROCEEDING IN
UNAUTHORIZED PRACTICE OF LAW,
08UPL050

Petitioner:

THE PEOPLE OF THE STATE OF
COLORADO

vs.

Respondent:

LEO L. ROWLEY, JR. aka SKIP ROWLEY

Charles E. Mortimer, Jr.
Assistant Regulation Counsel
Attorney for Petitioner
1560 Broadway, Suite 1800
Denver, CO 80202
Phone Number: (303) 866-6400
Fax Number: (303) 893-5302

▲ COURT USE ONLY ▲

Case Number:

PETITION FOR INJUNCTION

Petitioner, through the undersigned Assistant Regulation
Counsel, and upon authorization pursuant to C.R.C.P. 234(a),¹

¹ The Unauthorized Practice of Law ("UPL") Committee authorized the filing of
this petition on February 20, 2009.

respectfully requests that the Colorado Supreme Court issue an order pursuant to C.R.C.P. 234 directing the respondent to show cause why he should not be enjoined from the unauthorized practice of law. As grounds therefor, counsel states as follows:

1. The respondent, Leo L. Rowley, Jr., aka Skip Rowley is not licensed to practice law in the state of Colorado. The respondent's last known address is 102 South Tejon Street, Suite 1100, Colorado Springs, Colorado 80903.

2. The respondent engaged in the unauthorized practice of law by holding himself out as a person who could provide legal services to a client named Randy Jonas, as follows:

- a. In June 2007, Mr. Jonas contracted with respondent's firm, National Child Support & Custody Assistance, LLC, to represent Mr. Jonas with regard to issues related to his alleged non-payment of child support.

- b. Mr. Jonas and his spouse found an advertisement for respondent's firm in the local yellow pages under "Attorney Referrals."

c. Respondent held himself out to Mr. Jonas and his spouse as an attorney. Respondent told Mr. Jones that he could assist him in the defense of a claimed child support arrearage, and respondent accepted \$500.00 as a fee for his services.

d. Respondent prepared an agreement for Mr. Jonas to sign in which he indicated the services were “child support arrears confirmation investigation and adjustment assistance.” A copy of the agreement is attached hereto as Exhibit 1.

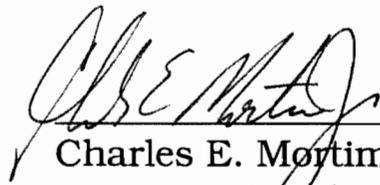
e. Subsequently, respondent did not perform the requested work for Mr. Jonas and did not return Mr. Jonas’ repeated telephone calls. Mr. Jonas then successfully sued the respondent in small claims court for the return of his \$500.00 fee. The judgment was paid.

f. The unauthorized practice of law includes acting 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). The respondent does not fall within any of the statutory or case law exceptions.

WHEREFORE, the petitioner prays that this court issue an order directing the respondent to show cause why the 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, including reasonable attorney fees against this respondent; impose a fine for each incident of unauthorized practice of law, not less than \$250.00 and not more than \$1,000.00; and order any other relief deemed appropriate by this court.

Respectfully submitted this 18 of March, 2009.



Charles E. Mortimer, Jr.
Assistant Regulation Counsel
Attorney for Petitioner



Legal Services Centers of America, Inc.

NATIONAL CHILD SUPPORT & CUSTODY ASSISTANCE, LLC.



Promissory Note and Agreement for Pro Se Paperwork Services - Flat Fee

✓ CONTRACT DATE: 06-15-07, 2007 ✓

ID# <u>AI07-06-66</u> ✓	NAME: (Please, Print) <u>Randal L. Jones</u>
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This Promissory Note & Agreement for Pro Se Legal Services is made and effective this date, by and between Legal Services Centers of America, Inc. /National Child Support & Custody Assistance, LLC and the undersigned, ("Client"). LSCA and/or NCSCA has advised me to consult with an Attorney.

Purpose:

Client retains National Child Support & Custody Assistance, LLC and National Child Support & Custody Assistance, LLC agrees to provide Pro Se legal services, all according to the terms set forth in this Agreement.

Subject Matter:

National Child Support & Custody Assistance, LLC will complete the following described services:

Project(S):

Completion of the following court case type;

- CHILD CUSTODY MODIFICATION ASSISTANCE.
- CHILD SUPPORT MODIFICATION ASSISTANCE.
- CHILD SUPPORT ARREARS CONFIRMATION INVESTIGATION AND ADJUSTMENT ASSISTANCE.
- CHILD SUPPORT STIPULATION AGREEMENT ASSISTANCE.
- CHILD SUPPORT FRAUD INVESTIGATIONS.
- CHILD SUPPORT PAYMENT TRACKING AND MODIFICATION NOTIFICATION ASSISTANCE.
- OTHER _____
- JUDICIAL/ATTORNEY COMPLAINT ASSISTANCE: _____

Other Matters:

This Agreement contemplates that National Child Support & Custody Assistance, LLC will represent Client only with respect to the matters described above, on a pro se basis. Any other matters, except those incidental to and necessarily related to the covered matters, shall not be performed by NCSCA, LLC without the prior written authorization of Client and payment of any and all additional fees for additional services.

Program Attorneys:

National Child Support & Custody Assistance, LLC and Client agree that when necessary the client will be placed with a program Attorney, through Legal Services Centers of America, Inc., who will handle matters on behalf of the Client. However, to insure that Client receives the best possible representation at the most reasonable fees, the Attorney shall, where appropriate, delegate work involving Client to one or more of the Firm's other partners, associates or paralegals, where such delegation will not unreasonably compromise the services provided to Client. In the event of such delegation, the Attorney shall remain responsible for overseeing the work and assuring proper performance. The client will then be responsible for all Attorney Fees, which will be paid directly to the program Attorney.



Pro Se Legal Fees:

Client agrees to pay Legal Services Centers of America, Inc. and/or National Child Support & Custody Assistance, LLC a fixed fee in the amount of \$ 500.00 for the legal services provided pursuant to this Promissory Note and Agreement, as stated under PROJECT. On all Bankruptcy's the Program entry fee of \$125.00 is non-refundable and this fee covers the first consultation and workbook.

If other services are performed, on Client's behalf, without prior agreement as to fees and charges, National Child Support & Custody Assistance, LLC and/or Legal Services Centers of America, Inc. will charge Client at its regular hourly rates, of \$75.00 per hour for all consultations, and a minimum of \$150.00 for each additional motion not included in the basic package for providing the services.

National Child Support & Custody Assistance, LLC through Legal Services Centers of America, Inc. agrees to provide a statement to Client after services have been performed if Client owes any amount. Legal Services Centers of America, Inc.'s statements shall reflect at least the following information (where appropriate): Date the services were performed, brief description of services performed, time spent performing the services, and the charge for each service item. The minimum time unit for billing any services shall be one-half (0.5) of one hour.

Costs and Expenses:

Client shall be responsible for reimbursing National Child Support & Custody Assistance, LLC and or Legal Services Centers of America, Inc., for its direct costs incurred in retaining appraisers, accountants, process services, investigators, or other similar professionals on behalf of Client, but only if Client has approved such hiring in advance.

No Guarantee:

National Child Support & Custody Assistance, LLC as well as Legal Services Centers of America, Inc. agrees to use its best efforts in preparing paperwork for the Client and to perform all services in a professional, diligent, business-like manner. However, Client recognizes that National Child Support & Custody Assistance, LLC nor Legal Services Centers of America, Inc. cannot guarantee a particular result or the outcome of any matter.

Termination of Services:

National Child Support & Custody Assistance, LLC may terminate this Agreement and its representation of Client, if Client is in breach of any of his/her obligations in this Agreement, or if National Child Support & Custody Assistance, LLC is required to withdraw from representation of Client in accordance of the rules of professional conduct applicable to National Child Support & Custody Assistance, LLC.

Example: PLACEMENT WITH A PROGRAM ATTORNEY.

The Client may terminate this Agreement at any time subject to Client's obligation to pay National Child Support & Custody Assistance, LLC and/or Legal Services Centers of America, Inc. for services rendered pursuant to this Agreement. Due to the fact that all paperwork may be completed within 48 hours of receiving case deposit monies, unless paperwork processing is delayed per the receiving of a written request by the Client, Termination by the Client accelerates this Promissory Note and Agreement. Payment-In-Full must be paid on the date of termination.

Notices:

Any notice under this Agreement shall be effectively given upon deposit in the United States mail, postage prepaid, or by recognized overnight delivery service, and addressed as follows (or at such change of address given by one party to the other in writing after the date hereof):

If to:
Legal Services Centers of America, Inc.
Or
National Child Support & Custody Assistance, LLC
19 N. Tejon St., Suite 311
Colorado Springs, Colorado 80903

No Assignment:

The parties agree that neither party may assign or transfer any rights nor obligations under this Agreement, directly or indirectly except upon the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

