

Colorado Supreme Court 101 West Colfax Avenue, Suite 800 Denver, CO 80202	<p style="text-align: center;"><b>RECEIVED</b></p> <p style="text-align: center;">MAR 29 2011</p> <p style="text-align: center;">ATTORNEY REGULATION</p>
Original Proceeding in Unauthorized Practice of Law 09UPL116, 09UPL127, 09UPL128, 09UPL140, 09UPL142, 10UPL2, and 10UPL7	
<p><b>Petitioner:</b></p> <p>The People of the State of Colorado,</p> <p>v.</p> <p><b>Respondents:</b></p> <p>T. Andrew Ragusin and Ragusin International Association,          LLC.</p>	Supreme Court Case No: 2010SA67
<b>ORDER OF COURT</b>	

Upon consideration of Petitioner's Motion to Proceed, Petitioner's Withdrawal of Motion to Proceed, and the Stipulation, Agreement and Affidavit Consenting to a Finding of, and Entry of an Order Regarding Contempt as to Tullio Andrew Ragusin, and Entry of an Order of Injunction as to Ragusin International Association, LLC filed in the above cause, and now being sufficiently advised in the premises,

IT IS ORDERED that said Request to Withdraw Motion to Proceed shall be, and the same hereby is, GRANTED.

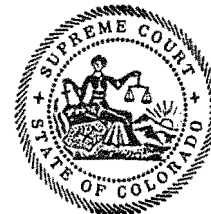
IT IS FURTHER ORDERED that said Stipulation, Agreement and Affidavit is APPROVED. Respondent, T. ANDREW RAGUSIN is found in Contempt of the March 7, 2005 Order of Injunction.

IT IS FURTHER ORDERED that T. ANDREW RAGUSIN is ordered to pay restitution in the amount of \$590,000 in accordance with the sentence entered on August 27, 2010 by Judge Bronfin in the consolidated criminal cases, plus statutory interest accruing from August 27, 2010, to date of payment; and that T. ANDREW RAGUSIN is ordered to pay a fine of \$5000.00 within one year from the date of this order.

IT IS FURTHER ORDERED that RAGUSIN INTERNATIONAL is ENJOINED from engaging in the unauthorized practice of law in the State of Colorado.

IT IS FURTHER ORDERED that RAGUSIN INTERNATIONAL is assessed costs in the amount of \$3030.26. Said costs to be paid to the Office of Attorney Regulation Counsel within one year from the date of this order.

BY THE COURT, MARCH 28, 2011.



Case Number: 2010SA67  
Caption: People v Ragusin, T.

**CERTIFICATE OF SERVICE**

Copies mailed via the State's Mail Services Division on March 28, 2011. <sup>10/2</sup>

Kim E Ikeler  
OFFICE OF ATTORNEY  
REGULATION  
1560 Broadway Ste 1800  
Denver, CO 80202

Ragusin International Association,  
LLC  
9564 Kalamere Court  
Littleton, CO 80126

T. A Ragusin  
151368  
Skyline Correctional Center  
P.O. Box 300  
Canon City, CO 81215

T. A Ragusin  
6281 S. Netherland Way  
Aurora, CO 80016

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

ORIGINAL PROCEEDING IN THE  
UNAUTHORIZED PRACTICE OF LAW,  
09UPL127, 09UPL140, 09UPL142,  
09UPL116, 10UPL002, 10UPL007,  
09UPL128

Petitioner:  
THE PEOPLE OF THE STATE OF  
COLORADO

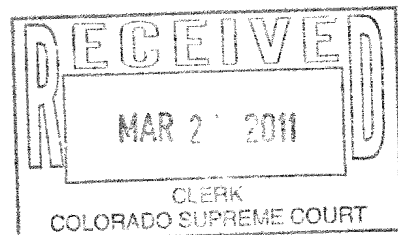
Respondent:  
T. ANDREW RAGUSIN and RAGUSIN  
INTERNATIONAL ASSOCIATION, LLC

Kim E. Ikeler, #15590  
Assistant Regulation Counsel  
1560 Broadway, Suite 1800  
Denver, CO 80202  
Telephone: (303) 866-6440  
Fax No.: (303) 893-5302  
E-Mail Address: k.ikeler@csc.state.co.us  
Attorney for Petitioner

Tullio Andrew Ragusin  
DOC #151368  
CMC – Skyline Correctional Center – C20  
P.O. Box 300  
Canon City, CO 81215  
*Pro se*

▲ COURT USE ONLY ▲

Case No: 10SA0067



**STIPULATION, AGREEMENT AND AFFIDAVIT CONSENTING TO A FINDING OF, AND ENTRY OF AN ORDER REGARDING, CONTEMPT AS TO TULLIO ANDREW RAGUSIN, AND ENTRY OF AN ORDER OF INJUNCTION AS TO RAGUSIN INTERNATIONAL ASSOCIATION, LLC**

On this 17<sup>th</sup> day of ~~January~~<sup>MARCH</sup> 2011, Kim E. Ikeler, Assistant Regulation Counsel; and respondent Tullio Andrew Ragusin ("Ragusin"), enter into the following stipulation, agreement, and affidavit consenting to a finding of, and order regarding, contempt ("stipulation") and submit the same to the Colorado Supreme Court for a finding and order of contempt pursuant to C.R.C.P. 238-239. Assistant Regulation Counsel Ikeler and Ragusin, as principal of respondent Ragusin International Association, LLC ("Ragusin International"), enter into a stipulation, agreement and affidavit consenting to an order of injunction ("stipulation") and submit the same to the Colorado Supreme Court for a finding and order of injunction pursuant to C.R.C.P. 229-237.

1. Ragusin's address is CMC – Skyline Correctional Center – C20, P.O. Box 300, Canon City, CO 81215. Ragusin is not licensed to practice law in the State of Colorado or any other State of the United States. Ragusin is not licensed to practice law in any other country in the world. In particular, Ragusin is not licensed to

practice in the Netherlands, Luxembourg, Belgium, Austria, Italy (Milan district, Veneto region, Toscana region, Puglia region, Marsala district or Trapani district) or the Seychelles Islands.

2. Ragusin International is a delinquent Colorado limited liability company. Ragusin International's last known address is 9564 Kalamere Court, Highlands Ranch, CO 80126. Ragusin operated Ragusin International until his incarceration.

3. Respondents enter into this stipulation freely and voluntarily. No promises have been made concerning future consideration, punishment, or lenience in the above-referenced matter. It is respondents' personal decision, and respondents affirm there has been no coercion or other intimidating acts by any person or agency concerning this matter.

4. Respondents are familiar with the rules of the Colorado Supreme Court regarding the unauthorized practice of law. Respondents acknowledge the right to a full and complete evidentiary hearing on the above-referenced petition for contempt and for entry of an order of injunction. At any such hearing, respondents 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 contempt beyond a reasonable doubt. Petitioner would be required to prove that Ragusin International engaged in the unauthorized practice of law by a preponderance of the evidence. Nonetheless, having full knowledge of the right to such a formal hearing, respondents waive that right.

5. Respondents and the petitioner stipulate to the following facts and conclusions:

- a. On March 7, 2005, Ragusin was permanently enjoined from engaging in the unauthorized practice of law by the Colorado Supreme Court. *People v. T. Andrew Ragusin*, 05SA70. The March 7, 2005 Order of Injunction was a lawful order of the Colorado Supreme Court.
- b. Ragusin knew of the March 7, 2005, Order of Injunction, including because he executed a stipulation for its entry.<sup>1</sup> A copy of the Order of Injunction was mailed to Ragusin on March 9, 2005. Ragusin also participated in a subsequent

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<sup>1</sup> Ragusin's counsel, Michael Berger, Esq., also signed the stipulation.

- matter in 2006, during which he acknowledged the stipulation and his obligations thereunder.
- c. Ragusin had the ability to comply with the March 7, 2005, Order of Injunction issued by the Colorado Supreme Court. Ragusin was only required by such order to stop engaging in the unauthorized practice of law.
  - d. Ragusin wilfully and repeatedly refused to comply with the March 7, 2005, Order of Injunction, as described in detail in the Claims set forth in the Petition for Contempt Citation and Injunction filed in this case (“Petition” – a copy is attached hereto as Exhibit A).
  - e. Ragusin – who is not a licensed attorney – and Ragusin International held themselves out to members of the public as being able to provide legal advice on international and Colorado legal matters. Ragusin, and Ragusin International in the person of Ragusin, provided legal advice to residents of Colorado and a neighboring state. Ragusin, and Ragusin International in the person of Ragusin, selected and prepared legal documents for residents of Colorado and a neighboring state. Ragusin, and Ragusin International in the person of



Ragusin, represented themselves as legal counsel to third parties. Ragusin's and Ragusin International's victims included Shannon Friel, Francesco Dorigo, Lee Ann Reynolds, Robert Reynolds, Sandra Lemire, Josephine DeGaetano, Rebecca Wiard, Catherine Harvey, Jan Schorr, and Albert Rivera. See the Petition, Exhibit A hereto, pp. 6-55.

- f. In addition to being the subject of this contempt proceeding, Ragusin was arrested and charged with crimes by the Denver District Attorney's Office. *People v. Tullio Andrew Ragusin*, Denver County Court, Case No. 10CR381. The Complaint and Information filed in that case charged Ragusin with criminal impersonation in violation of C.R.S. §18-5-113(1)(e), a class 6 felony; theft in violation of C.R.S. §18-4-401(1) and (4), a class 4 felony; and theft in violation of C.R.S. §18-4-401(1) and (4), a class 3 felony. In a second case, *People v. Tullio Andrew Ragusin*, Denver District Court, Case No. 10CR1322, Ragusin was similarly charged with 18 counts of criminal impersonation and theft. Hereinafter, Case No. 10CR381 and 10CR1322 are referred to collectively as the "consolidated

criminal cases". Ragusin pled guilty to two counts of felony theft.<sup>2</sup>

g. On August 27, 2010, the Honorable Edward D. Bronfin sentenced Ragusin in the consolidated criminal cases. The Judge sentenced Ragusin to ten years in the Department of Corrections, followed by five years of parole. The Judge also ordered Ragusin to pay \$590,000 in restitution to his victims.

6. Pursuant to C.R.C.P. 237(a), respondent Ragusin International agrees to pay the costs and administrative costs in the sum of \$3,030.26 incurred in conjunction with this matter within one year after the acceptance of the stipulation by the Colorado Supreme Court, made payable to Colorado Supreme Court Attorney Regulation Offices. A copy of the statement of costs in this matter is attached as Exhibit B.

7. Ragusin and Ragusin International expressly and specifically agree that they are not permitted to practice law in the State of Colorado, and that doing so would be in violation of the Orders of the Colorado Supreme Court. *People v. Bauer*, 80 P.3d 896, 898 (Colo. App. 2003).

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<sup>2</sup> As part of a plea bargain, many of the counts were dismissed.

**RECOMMENDATION FOR AND CONSENT TO ORDER OF  
CONTEMPT**

Based on the foregoing, the parties hereto recommend that an order be entered finding Ragusin in contempt of the March 7, 2005 order of injunction; that Ragusin be ordered to pay restitution of \$590,000 in accordance with the sentence entered on August 27, 2010 by Judge Bronfin in the consolidated criminal cases,<sup>3</sup> plus statutory interest accruing from August 27, 2010, to date of payment; and that Ragusin be required to pay a fine of \$5,000 within one year following the acceptance of this stipulation by the Colorado Supreme Court.

The parties further recommend that an order enter as to Ragusin International, enjoining it from the unauthorized practice of law, and requiring Ragusin International to pay costs of \$3,030.26 within one year following the acceptance of this stipulation by the Colorado Supreme Court.

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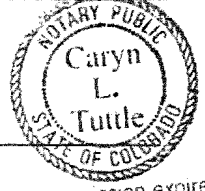
<sup>3</sup> Payment of the \$590,000 of restitution ordered in consolidated criminal cases will satisfy the restitution requirement in the within case.

Tullio Andrew Ragusin, individually and as the principal of Ragusin International, and petitioner's attorney, Kim E. Ikeler, acknowledge by signing this document that they have read and reviewed the above.

T. Ragusin MARCH 17, 2011  
 Respondent Tullio Andrew Ragusin,  
 individually and as principal of  
 Ragusin International Association,  
 LLC  
 CMC – Skyline Correctional Center  
 C20  
 Canon City, CO 81215

STATE OF COLORADO           )  
   ) ss.  
 COUNTY OF FREMONT        )

Subscribed and sworn to before me this 17<sup>th</sup> day of March 2011, by Tullio Andrew Ragusin, known to me. Witness my hand and official seal. My commission expires: 4/9/2011

Caryn L. Tuttle  
 Notary Public   
 My commission expires

Kim E. Ikeler  
 Kim E. Ikeler  
 Assistant Regulation Counsel  
 1560 Broadway, Suite 1800  
 Denver, Colorado 80202  
 Phone Number: (303) 866-6440  
 Attorney for Petitioner

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

ORIGINAL PROCEEDING IN  
UNAUTHORIZED PRACTICE OF LAW,  
09UPL127, 09UPL140, 09UPL142,  
09UPL116, 10UPL002, 10UPL007,  
09UPL128

Petitioner:

THE PEOPLE OF THE STATE OF  
COLORADO

vs.

Respondents:

T. ANDREW RAGUSIN and RAGUSIN  
INTERNATIONAL ASSOCIATION, LLC

Kim E. Ikeler, #15590  
Assistant Regulation Counsel  
Attorney for Petitioner  
1560 Broadway, Suite 1800  
Denver, CO 80202  
Phone Number: (303) 866-6440  
Fax Number: (303) 893-5302  
Email: k.ikeler@csc.state.co.us

FILED IN THE  
SUPREME COURT

OF THE STATE OF COLORADO  
SOLAR DIVISION

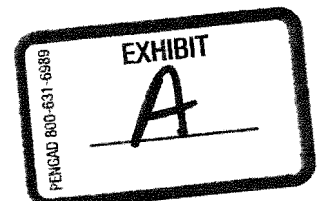
▲ COURT USE ONLY ▲

Case Number:

10SAC07

**PETITION FOR CONTEMPT CITATION AND INJUNCTION**

Petitioner, by and through the undersigned Assistant  
Regulation Counsel, and under authorization pursuant to C.R.C.P.



238(a)<sup>1</sup>, respectfully petitions this Court pursuant to C.R.C.P. 238 to issue a contempt citation to the respondent, T. Andrew Ragusin (“Ragusin”), to show cause why he should not be held in contempt of the Colorado Supreme Court and be subject to a fine or imprisonment pursuant to C.R.C.P. 107 for violation of a previous court order enjoining this respondent from engaging in the unauthorized practice of law in Colorado.

Petitioner, through the undersigned Assistant Regulation Counsel, and upon authorization pursuant to C.R.C.P. 234(a),<sup>2</sup> further respectfully requests that the Colorado Supreme Court issue an order pursuant to C.R.C.P. 234 directing respondent Ragusin International Association, LLC (“Ragusin International”) to show cause why it should not be enjoined from the unauthorized practice of law.

As grounds therefor, counsel states as follows:

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<sup>1</sup> The Unauthorized Practice of Law (“UPL”) Committee authorized the filing of this petition seeking a contempt citation against T. Andrew Ragusin on February 19, 2010.

<sup>2</sup> The Unauthorized Practice of Law (“UPL”) Committee authorized the filing of this petition seeking an injunction against Ragusin International Association, LLC on February 19, 2010.

## **JURISDICTION**

1. Ragusin is not licensed to practice law in the state of Colorado or in any other jurisdiction in the United States.

2. Upon information and belief, Ragusin is not licensed to practice law in any other country in the world. In particular, upon information and belief, Ragusin is not licensed to practice in the Netherlands, Luxembourg, Belgium, Austria, Italy (Milan district, Veneto region, Toscana region, Puglia region, Marsala district or Trapani district) or the Seychelles Islands.

3. Ragusin's last known office and residence address is 9564 Kalamere Court, Highlands Ranch, CO 80126. As of this writing, Ragusin is incarcerated in the Denver County Jail. *People v. Tulio Andrew Ragusin*, Denver County Court, Case No. 10CR381.<sup>3</sup> At all times pertinent hereto, Ragusin was domiciled in Colorado and operated and provided services from office locations in Colorado.

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<sup>3</sup> According to the Complaint and Information filed in that case, Ragusin is charged with criminal impersonation in violation of C.R.S. §18-5-113(1)(e), a class 6 felony; theft in violation of C.R.S. §18-4-401(1) and (4), a class 4 felony; and theft in violation of C.R.S. §18-4-401(1) and (4), a class 3 felony.

4. Ragusin International is a Colorado limited liability company. Its address is the same as Ragusin's. Ragusin is the registered agent of Ragusin International. Upon information and belief, Ragusin is the principal of Ragusin International. Ragusin International was formed May 10, 2007. At relevant times, Ragusin engaged in the unauthorized practice of law through Ragusin International. Ragusin International did not employ any attorneys.

#### **BACKGROUND OF CONTEMPT CITATION**

5. On March 7, 2005, Ragusin was permanently enjoined from engaging in the unauthorized practice of law by the Colorado Supreme Court. A copy of the Order of Injunction in *People v. T. Andrew Ragusin*, 05SA70 is attached hereto as Exhibit A. A copy of the Petition for Injunction in that case (to which the parties stipulated) is attached as Exhibit B.

6. The March 7, 2005 Order of Injunction was a lawful order of the Colorado Supreme Court.



7. Ragusin knew of the March 7, 2005, Order of Injunction, including because he executed a stipulation for its entry.<sup>4</sup> A copy of the Order of Injunction was mailed to Ragusin on March 9, 2005. Ragusin also participated in a subsequent matter in 2006, during which he acknowledged the stipulation and his obligations thereunder.

8. Ragusin had the ability to comply with the March 7, 2005, Order of Injunction issued by the Colorado Supreme Court. Ragusin was only required by such order to stop engaging in the unauthorized practice of law.

9. Ragusin willfully and repeatedly refused to comply with the March 7, 2005, Order of Injunction, as described in detail in the Claims set forth below.

#### **SUMMARY OF CLAIMS OF UNAUTHORIZED PRACTICE OF LAW**

10. Ragusin – who is not a licensed attorney – and Ragusin International – which did not employ any licensed attorneys – held themselves out to members of the public as being able to provide legal advice on international and Colorado legal

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<sup>4</sup> Ragusin's counsel, Michael Berger, Esq., also signed the stipulation.

matters. Ragusin, and Ragusin International in the person of Ragusin, provided legal advice to residents of Colorado and a neighboring state. Ragusin, and Ragusin International in the person of Ragusin, selected and prepared legal documents for residents of Colorado and a neighboring state. Ragusin, and Ragusin International in the person of Ragusin, represented themselves as legal counsel to third parties. The facts are as follows.

**CLAIM I**  
**FRIEL MATTER**

11. Shannon Friel ("Friel") is married to Francesco Dorigo ("Dorigo"). They are Colorado residents.

12. As Friel and Dorigo later told Ragusin, Dorigo's father at his death left real estate in Italy and the Seychelles Islands. Dorigo, his sister and the widow held interests in these assets.

13. Friel and Dorigo asked the honorary Italian Vice Consul in Denver, Maria Scordo Allen, to refer them to someone who could assist them with the division of the properties. Ms. Scordo referred Friel and Dorigo to Ragusin, doing business through Ragusin

International.<sup>5</sup>

14. Friel and Dorigo met with Ragusin in Colorado on January 2, 2009. At the time, Ragusin was doing business from his home in Highlands Ranch.

15. Ragusin held himself out to Friel and Dorigo as an experienced international lawyer licensed in Italy and Belgium who could represent them in the Italian litigation concerning the properties. These statements were false. As noted above, Ragusin has never been licensed to practice law either in Belgium or in relevant regions and districts of Italy.

16. Friel and Dorigo signed a retainer agreement with Ragusin International to represent them in the division of the real estate assets. The letterhead on the retainer agreement read: "Ragusin International Association, LLC International Legal Consulting". Friel and Dorigo paid a \$5,000 retainer.<sup>6</sup>

17. Friel and Dorigo also authorized Ragusin International to

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<sup>5</sup> Ragusin had previously held himself out to Ms. Scordo Allen as an experienced international attorney authorized to practice law in Italy.

<sup>6</sup> The retainer and most of the subsequent payments for fees were made by wire transfer from Friel to Transnational Legal Solutions Corp., another entity operated by Ragusin.

engage an Italian law firm, Bevilacqua Marrazato (“the Bevilacqua law firm”) as co-counsel. Friel and Dorigo were to pay Ragusin International \$250 per hour for work done by the Bevilacqua law firm; Ragusin International was to pay the Bevilacqua law firm directly for its work.

18. On January 9, 2009, Ragusin sent an e-mail to members of the Dorigo family introducing himself as a Denver lawyer who would be representing Dorigo in the Italian litigation. On January 14, 2009, Dorigo executed a “Procura Speciale” (“Special Power of Attorney”), which Ragusin had prepared. The Special Power of Attorney authorized Ragusin to represent Dorigo in any proceeding for the division of the assets of the Dorigo family. The Special Power of Attorney also authorized Ragusin to act through the Bevilacqua law firm.

19. During the Winter and Spring of 2009, Ragusin communicated with Friel and Dorigo by e-mail and other means, advising them concerning how the Italian properties and income therefrom could be divided. Ragusin drafted a preliminary agreement for this division, and advised Friel and Dorigo about the

implementation of the legal mechanism he suggested.<sup>7</sup>

20. On May 11, 2009, Friel and Dorigo signed a revised retainer agreement hiring Ragusin International to prepare complex domestic and foreign corporate and estate planning structures to handle their assets and interests in the United States, Italy and the Seychelles Islands.<sup>8</sup> This retainer agreement bore the letterhead: "Ragusin International Association, LLC International Legal Consulting". Ragusin planned to establish several United States limited liability companies to hold Colorado real estate, a United States parent company, several Italian limited liability companies to hold Italian real estate, an Italian parent company, a Seychelles Islands limited liability company, and a Luxembourg trust.<sup>9</sup> These entities would be subject to and operate under management and logistical services agreements, which Ragusin would draft. Ragusin also proposed estate-planning measures to Friel and Dorigo

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<sup>7</sup> The Italian properties were located in or near Verona, in the Veneto region of Italy. As noted above, upon information and belief, Ragusin was not licensed to practice law in the Veneto region.

<sup>8</sup> As noted above, Ragusin is not licensed to practice law in Colorado or any other jurisdiction in the United States. Upon information and belief, Ragusin is not licensed to practice law in the Seychelles Islands.

<sup>9</sup> As noted above, Ragusin is not licensed to practice law in Luxembourg.

(governed by Colorado law), including a family trust and a post-nuptial agreement.

21. During respondents' "representation" of Friel and Dorigo, respondents engaged L. Matthew Johnson, Esq., to provide tax advice to Friel and Dorigo. Ragusin represented himself to Mr. Johnson as an attorney. Specifically, Ragusin told Mr. Johnson that he was a barrister in Belgium and therefore authorized to practice law in the European Union. Mr. Johnson was present at meetings in which Ragusin explained Italian property law to Friel and Dorigo.

22. On June 19, 2009, Ragusin wrote to Friel and Dorigo, agreeing to indemnify them for any claims made by the Bevilacqua law firm. Ragusin signed the letter "T. Andrew Ragusin, Esq."

23. Ragusin drafted operating agreements for Colorado limited liability companies called Lugiù US, LLC and 1425 Washington Street, LLC. Ragusin also drafted a logistical services agreement between Lugiù US, LLC and Lugiù IT, Srl. Ragusin also drafted management agreements between Lugiù US, LLC and two Colorado limited liability companies. Ragusin also drafted a

management services agreement between Lugiù US, LLC and Lugiù IT, Srl.

24. Ragusin represented to Friel and Dorigo that on July 14, 2009, Ragusin went to court in Verona, Italy and obtained a court order for them. However, despite repeated requests from Friel, Ragusin did not produce a copy of the order or provide a case number. In fact, Ragusin did not appear in the Verona court or obtain the court order.

25. On July 15, 2009, Dorigo and other members of his family executed the “scrittura privata PRELIMINARE di divisione” (“preliminary private instrument of division”), which had been drafted by Ragusin. This document set forth their agreement concerning the sale of certain assets left by Dorigo’s father, concerning the division of the proceeds of such sales, concerning the division of personal property, concerning the allocation of other real estate interests between the family members, concerning the assignment of income from the properties, concerning a life estate in certain of the properties for the widow, concerning the deposit into trust of income from certain of the properties for use in paying

the debts and managing the assets of the properties, and concerning related legal matters.

26. In early September 2009, Ragusin prepared an affidavit to be executed by the widow concerning her use of income from the Italian properties between 2001 and 2008. Ragusin also advised Friel and Dorigo concerning the legal and tax effect of the affidavit.

27. On September 16, 2009, Ragusin sent to two Italian trust officers, Dr. Mauro Garnier and Dr. Umberto Strano, a memorandum concerning a "Contratto di Escrow; Divisione Beni Successione Dorigo" ("Escrow Agreement; Division of the Assets of the Dorigo Succession"). The memorandum, prepared by Ragusin, described the means by which income from certain of the Italian properties would be directed into trust accounts for the benefit of Dorigo and other family members, and the means by which funds from the trust accounts would be used to pay expenses associated with the properties.

28. In October 2009, Ragusin drafted an Irrevocable Trust Agreement. This trust agreement would appoint a trustee to carry out the provisions of the preliminary private instrument of division



having to do with the flow of income and sale proceeds from the properties, management of the properties, and the payment of obligations and distribution of profits therefrom.

29. Over the period from January through September 2009, Ragusin International billed Friel and Dorigo for travel to Italy, meetings with the Bevilacqua law firm, work done by the Bevilacqua law firm, meetings with others in the Dorigo family, determination of tax obligations and review of potential encumbrances on the subject properties, meeting with the clients, review of documents related to the sale and partitioning of the properties, work regarding the corporate and tax structure to receive the assets, meetings with a potential arbitrator, meetings with a potential trustee, filing motions in an Italian court, negotiating a settlement for partition of the properties, drafting a partitioning agreement, preparing a detailed legal analysis of the consequences of the failure to reach settlement, work on motions to be filed in an Italian court for estate inventory, drafting and implementing corporate structures, setting up a trust in Luxembourg, meetings with trust companies and bankers,

finalizing and closing the property division agreement, attending a hearing in the Italian court concerning the inventory, analysis of pertinent Italian law provisions and cases dealing with usufruct, work on an escrow agreement, work on a tax affidavit, and a myriad of similar activities. Friel and Dorigo paid many of Ragusin International's invoices, to their loss as discussed below.

30. On October 29, 2009, Ragusin told Friel and Dorigo that he was finalizing the escrow agreement and the trust company and corporate structure. At that point the relationship between respondents and Friel and Dorigo broke down, after Dorigo learned that Ragusin International had not paid the Bevilacqua law firm.

31. Friel and Dorigo paid respondents a total of approximately \$125,000. Despite the agreement to do so, Ragusin International never paid the Bevilacqua law firm for its work. The Bevilacqua law firm informed Friel and Dorigo that it considered them liable for its legal services.

32. By holding himself out to Friel and Dorigo as licensed to provide legal services, by representing Friel and Dorigo in negotiations concerning the division of the Italian and Seychelles

Islands real properties and related matters, by providing legal advice to Friel and Dorigo, by preparing trust and corporate documents, the property division agreement and other legal documents (some under Colorado law), and by similar conduct detailed above, Ragusin engaged in the unauthorized practice of law.

33. Each of Ragusin's above-described acts constitutes the unauthorized practice of law, as do all of them together. Ragusin knew at the time he committed each act that such conduct was the practice of law, and was not authorized by any jurisdiction's statute, case law, or other legal authority.

34. Ragusin knew that he had been enjoined by the Colorado Supreme Court from engaging in further acts of unauthorized practice of law at the time he engaged in the above conduct. The respondent also had the ability to comply with the Order of Injunction, but instead willfully refused to abide by the Order of Injunction as described by the hereinabove acts.

35. The above-described conduct constitutes willful contempt of the Colorado Supreme Court's Order of Injunction.

36. Through the acts of its principal, Ragusin International also engaged in the unauthorized practice of law.

WHEREFORE, petitioner prays at the conclusion hereof.

**CLAIM II**  
**REYNOLDS MATTER**

37. Lee Ann Reynolds and her husband Robert Reynolds are Colorado residents. Lee Ann Reynolds' sister Sandra Lemire, is a resident of Arizona.

38. As they later informed Ragusin, they wished to form a business, named "Pure Solutions". They retained Daynel Hooker ("Hooker"), a Wisconsin lawyer, residing and practicing in Colorado. The Reynolds and Ms. Lemire believed they had a claim against Hooker based upon problems that arose during her representation.

39. In September 2007, Mr. and Mrs. Reynolds and Ms. Lemire began communicating with Ragusin concerning trademark registration and possible action against Hooker. At relevant times, Ragusin was doing business out of his residence in Highlands Ranch.

40. Ragusin implied that he was a licensed attorney; he did

not disclose that he was not licensed in Colorado. In particular, Ragusin held himself out as qualified to provide advice and assistance in the area of trademark registration and infringement. Ragusin also held himself out as qualified to evaluate the strength of a Colorado malpractice case against Hooker. The Reynolds paid Ragusin an initial retainer of \$3,000.

41. Thereafter, Ragusin told the Reynolds and Ms. Lemire that he was conducting a trademark search in multiple jurisdictions both domestic and international. Ragusin also offered his assessment of a partnership agreement that Hooker had drafted.

42. In early October 2007, Ragusin recommended that the Reynolds and Ms. Lemire engage him to dissolve Pure Solutions and form a new Colorado entity, in order to cut off potential liability for trademark infringement. Ragusin further recommended that he redraft a shareholder agreement and related documents. In addition, Ragusin offered his services to register the company's trademark in the U.S., Canada and Europe and to pursue a Colorado malpractice claim against Hooker.

43. Under the mistaken assumption that Ragusin was a licensed attorney, the Reynolds and Ms. Lemire hired respondents to perform these tasks. The Reynolds paid Ragusin an additional approximately \$6,600.

44. Ragusin continued to give the Reynolds and Ms. Lemire the impression that he was a Colorado lawyer. Over the next thirteen months, the Reynolds and Ms. Lemire paid Ragusin additional fees, eventually totaling approximately \$40,000.

45. Ragusin took a number of actions as “counsel” for the new Colorado entity, Opaline Solutions, LLC (“Opaline Solutions”).

46. Ragusin engaged a law firm in New York to conduct a trademark search for Opaline Solutions. Ragusin failed to pay the law firm for its work. Ragusin also failed to file trademarks for Opaline Solutions. Ragusin misled the Reynolds and Ms. Lemire about his lack of action by telling them that he had prepared and filed the trademark applications.

47. Ragusin prepared organizational documents for the Colorado limited liability company, Opaline Solutions. These included an amended and restated Operating Agreement, which

included provisions for non-voting preferred units to be granted to a member by the name of Lawrence Murphy. Ragusin also drafted a consulting agreement between Opaline Solutions and Mr. Murphy.

48. Ragusin held himself out to a testing laboratory as "counsel to Opaline Solutions, LLC". Ragusin drafted a proposed confidentiality agreement and sent it to the testing laboratory.

49. Ragusin prepared a legal disclosure statement for the Opaline Solutions website.

50. In connection with the effort to pursue Hooker, Ragusin spent time investigating the claim against Hooker. Ragusin also contacted John Astuno, a Colorado lawyer. Ragusin misrepresented to Mr. Astuno that he was an attorney licensed in Austria or Italy. Ragusin told Mr. Astuno that Ragusin practiced international law. Ragusin stated that he was not licensed in Colorado. Ragusin asked Mr. Astuno whether he would be interested in taking the case against Hooker. Mr. Astuno decided not to take the case. Ragusin failed to take any other action against Hooker. Instead, Ragusin misled the Reynolds and Ms. Lemire including by telling them he was having Mr. Astuno move

forward on the case by obtaining a certification of meritorious action from another Colorado lawyer. Ragusin told the Reynolds and Ms. Lemire that he had hired Mr. Astuno and that Mr. Astuno was acting at Ragusin's direction. Ragusin offered advice as to whom the proceeds of any malpractice settlement should be paid.

51. Ragusin held conferences with Mrs. Reynolds and Ms. Lemire at which he discussed legal matters. Ragusin represented himself to them as a "corporate/business/tax lawyer".

52. Ragusin prepared a Wholesaler/Distributor agreement for Opaline Solutions. Ragusin wrote to the potential distributor setting forth Opaline Solutions' legal position with regard to the validity and binding nature of a non-compete agreement that Opaline Solutions and the distributor were negotiating in connection with the Wholesaler/Distributor agreement. Ragusin also wrote to the distributor terminating negotiations on the Wholesaler/Distributor agreement. In this correspondence, Ragusin held himself out as counsel for Opaline Solutions, including by referring to the company as "my client".

53. Ragusin wrote to a third party who had inquired about



Opaline Solutions' trademark, stating: "I am counsel to Opaline Solutions, LLC." Ragusin falsely stated: "Trademark applications have been filed or are being filed in multiple jurisdictions with respect to the Opaline Solutions products." Ragusin accused this third party of defamation, demanded that the third party cease and desist and publish a retraction, and threatened legal action.

54. Ragusin told Ms. Lemire that he would prepare and file documents by which Pure Solutions would withdraw as a registered entity in Arizona.

55. Ragusin offered advice to the Reynolds and Ms. Lemire about the appropriate method to capitalize Opaline Solutions. Ragusin prepared promissory notes, subordination agreements and assumptions of debt required to evidence loans by the members to the company. Ragusin also provided advice on how any funds recovered from Hooker should be directed.

56. Ragusin prepared a lengthy legal memorandum on "accounting, tax and corporate issues". In the memorandum, he referred to himself as "outside counsel to Opaline Solutions, LLC". He also referred to himself as a "corporate practitioner".

57. On September 29, 2008, Ms. Lemire as general manager of Opaline Solutions wrote to Ragusin terminating his services as outside counsel. As grounds, she expressed her dissatisfaction with the organizational documents and promissory notes he had prepared. She asked Ragusin to continue on as the company's counsel in the malpractice action against Hooker. Ragusin asked that his remaining fees be paid before he turned over his files on Opaline Solutions. Ragusin assured Ms. Lemire that there was not yet a statute of limitations problem with regard to the Hooker case. Subsequently, Ms. Lemire terminated Ragusin's services entirely.

58. In October 2009, Anita Blackman, Ragusin's assistant, informed Ms. Lemire that Ragusin was not licensed in Colorado. Until they received this information, Ms. Lemire and the Reynolds understood that Ragusin was licensed here.

59. Eventually, the Reynolds and Ms. Lemire were required to hire an attorney licensed in Colorado to prepare proper organizational documents and to register their trademark. They abandoned their efforts to recover any funds from Hooker on the assumption that the statute of limitations had run.

60. By holding himself out to the Reynolds and Ms. Lemire as authorized to provide legal services, by preparing organizational documents and agreements for Opaline Solutions, by providing the Reynolds and Ms. Lemire with legal advice about the organization and capitalization of Opaline Solutions, by holding himself out to third-parties as counsel for Opaline Solutions, by negotiating with third-parties on behalf of Opaline Solutions concerning legal matters, by offering advice concerning the malpractice case against Hooker, and by similar conduct detailed above, Ragusin engaged in the unauthorized practice of law.

61. Each of Ragusin's above-described acts constitutes the unauthorized practice of law, as do all of them together. Ragusin knew at the time he committed each act that such conduct was the practice of law, and was not authorized by any state's or other jurisdiction's statute, case law, or other legal authority.

62. Ragusin knew that he had been enjoined by the Colorado Supreme Court from engaging in further acts of unauthorized practice of law at the time he engaged in the above conduct. The respondent also had the ability to comply with the

Order of Injunction, but instead willfully refused to abide by the Order of Injunction as described by the hereinabove acts.

63. The above-described conduct constitutes willful contempt of the Colorado Supreme Court's Order of Injunction.

64. Through the acts of its principal, Ragusin International also engaged in the unauthorized practice of law.

WHEREFORE, petitioner prays at the conclusion hereof.

**CLAIM III**  
**DeGAETANO MATTER**

65. Josephine DeGaetano ("DeGaetano") is a Colorado resident. She needed legal assistance with the transfer of a family residence in Rutigliano, in the Puglia region of Italy (the "residence").<sup>10</sup> The residence had been owned by DeGaetano's father and aunt. Upon their deaths, ownership of the residence was to pass to the heirs of the father, including DeGaetano. The father and then the aunt passed on. DeGaetano wished to transfer the title of the residence to her mother. She needed a licensed international lawyer to assist with this.

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<sup>10</sup> As noted above, Ragusin is not licensed to practice law in the Puglia region.

66. DeGaetano learned of Ragusin through the honorary Italian Vice Consul in Denver, Maria Scorda Allen. At the time, Ragusin was doing business out of his Highlands Ranch residence. Ragusin held himself out to DeGaetano as “European counsel to a number of corporations and individuals in the Rocky Mountain Region.” In particular, Ragusin represented to DeGaetano that he was licensed in the United States and Italy and was qualified to search the title of the property and to transfer title through probate. These statements were false. Unaware that Ragusin had misrepresented his qualifications, DeGaetano retained respondents to search the title of the residence and probate the property. On October 1, 2007, DeGaetano entered into a retainer agreement.<sup>11</sup> She paid Ragusin a retainer of \$2,200. DeGaetano also paid an additional invoice of \$2,767 in January 2008.

67. After supposedly having searched title, Ragusin reported to DeGaetano that a fraud had occurred in connection with the residence while DeGaetano’s aunt was living there. Ragusin

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<sup>11</sup> The retainer agreement bears the heading “Ragusin & Associates, LLC”. This entity apparently was a predecessor of Ragusin International.

claimed that the aunt had agreed to give one floor of the residence and certain other properties to a caregiver in return for care while the aunt was alive. Ragusin told DeGaetano that the caregiver had mistreated the aunt, stolen her money, and placed her in a poorly-run nursing home, where she died. The caregiver's fraud required litigation (Ragusin said) in order to regain clear title to the entire residence and the other properties prior to probating them.

68. On January 21, 2008, DeGaetano signed a second retainer agreement.<sup>12</sup> The description of the engagement recited the purported evidence of fraud by the caregiver. To rectify matters, it would be necessary for the father's estate to sue the caregiver and others and to attach the transferred properties so that they could not be sold during the litigation. Ragusin agreed to undertake this litigation, assisted by Italian co-counsel. DeGaetano paid respondent a \$10,000 retainer.

69. Thereafter, Ragusin represented to DeGaetano that the Italian litigation was progressing, including application for an attachment order, service of process on the caregiver, issuance of

an attachment order, efforts to appoint a trustee to receive the rents and profits of the residence and the properties, and scheduling a trial on the merits of the estate's fraud claims. As of October 2009, Ragusin reported that the probate had been completed and that appropriate recordings had been filed with regard to the residence and other properties.

70. In November 2009, DeGaetano received a call from Ragusin's former assistant. The assistant told DeGaetano that she had terminated her employment with Ragusin after learning that he was not licensed to practice law either in Colorado or Europe. Upon investigation, DeGaetano learned that Ragusin had never commenced the Italian probate action, that the caregiver had never been served with process, and that no orders had ever issued. DeGaetano then reported this matter to the Colorado Supreme Court and the Denver District Attorney's Office.

71. By holding himself out to DeGaetano as qualified to advise her on Italian probate law and to investigate and prosecute a probate action in Italy, and by advising DeGaetano on these

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<sup>12</sup> This agreement was with Ragusin International.

matters, Ragusin engaged in the unauthorized practice of law.

72. Each of Ragusin's above-described acts constitutes the unauthorized practice of law, as do all of them together. Ragusin knew at the time he committed each act that such conduct was the practice of law, and was not authorized by statute, case law, or other legal authority.

73. Ragusin knew that he had been enjoined by the Colorado Supreme Court from engaging in further acts of unauthorized practice of law at the time he engaged in the above conduct. The respondent also had the ability to comply with the Order of Injunction, but instead willfully refused to abide by the Order of Injunction as described by the hereinabove acts.

74. The above-described conduct constitutes willful contempt of the Colorado Supreme Court's Order of Injunction.

75. Through the acts of its principal, Ragusin International engaged in the unauthorized practice of law.

WHEREFORE, petitioner prays at the conclusion hereof.



**CLAIM IV**  
**WIARD MATTER**

76. Ragusin employed Rebecca Wiard ("Wiard"), as a law clerk while she was in law school. After she became a Colorado attorney, Ragusin offered Wiard a position as his associate. At the time, Ragusin was doing business out of his Highlands Ranch residence.

77. During the time she was employed by him, Ragusin held himself out to Wiard as a barrister admitted to the bar in Brussels, Belgium, thereby licensed in Europe and authorized to practice international law. These statements were false. Ragusin told Wiard that the Colorado Supreme Court had approved his practicing international law in Colorado, as long as he did not practice Colorado law. This statement was false. When Wiard learned that these statements were false, she resigned her position with Ragusin International.

78. By holding himself out to Wiard as a barrister licensed with the bar of Brussels, Belgium and thereby able to

practice international law, Ragusin engaged in the unauthorized practice of law.

79. Each of Ragusin's above-described acts constitutes the unauthorized practice of law, as do all of them together. Ragusin knew at the time he committed each act that such conduct was the practice of law, and was not authorized by statute, case law, or other legal authority.

80. Ragusin knew that he had been enjoined by the Colorado Supreme Court from engaging in further acts of unauthorized practice of law at the time he engaged in the above conduct. The respondent also had the ability to comply with the Order of Injunction, but instead willfully refused to abide by the Order of Injunction as described by the hereinabove acts.

81. The above-described conduct constitutes willful contempt of the Colorado Supreme Court's Order of Injunction.

WHEREFORE, petitioner prays at the conclusion hereof.

**CLAIM V**  
**HARVEY MATTER**

82. Catherine Harvey ("Harvey") is a resident of Santa Fe,

New Mexico. As Harvey later told Ragusin, she wished to purchase a horse accomplished in "dressage".<sup>13</sup> She contracted with two buyer's agents, Heather Robinson (American) and Dana Hewett (Dutch) (collectively, the "agents") to locate and purchase a suitable horse for her. The agents informed Harvey of a stallion named Donati, supposedly seven years old, performing well in competitions, and approved for breeding. Harvey paid the agents 95,000 Euros to purchase Donati from his then-owner in The Netherlands.

83. As Harvey later told Ragusin, upon delivery to Harvey, Donati appeared lame. Harvey asked several veterinary specialists to examine Donati. The specialists determined that Donati was nine years old, not seven as the agents had represented. The specialists also determined that Donati was suffering from a neurological disorder that rendered him unfit for dressage competition. Harvey concluded that she had been defrauded.

84. Harvey conferred concerning this problem with Colorado

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<sup>13</sup> Dressage is the execution by a horse of complex maneuvers in response to barely perceptible movements of a rider's hands, legs and weight.

attorney Marc C. Patoile, with Folkestad Fazekas Barrick & Patoile, P.C. On August 6, 2008, Mr. Patoile wrote to the agents, rescinding the purchase and threatening a lawsuit. It appeared it might be necessary for Harvey to bring suit against the seller.

85. Mr. Patoile contacted Ragusin. At the time, Ragusin was doing business out of his Highlands Ranch residence. Ragusin provided Mr. Patoile with an outline of his biographical information, wherein Ragusin claimed *inter alia* to be "European counsel to a number of corporations and individuals in Europe". Ragusin stated that he had worked for major law firms and taught at the University of Denver College of Law. While Ragusin did not state that he was a licensed attorney, the extensive international legal experience that he recited gave that impression. Ragusin did not reveal that he had been enjoined from the unauthorized practice of law in Colorado in 2005.

86. Mr. Patoile forwarded a copy of his file on Harvey's problem to Ragusin. Mr. Patoile recommended to Harvey that she retain Ragusin to research possible litigation in the Netherlands. On August 11, 2008, Harvey retained Ragusin International to

represent her with regard to a civil action in Europe regarding the purchase of the horse. The retainer agreement, drafted by Ragusin, bore the letterhead of "Ragusin International Association, LLC International Legal Consulting". Harvey paid Ragusin International an initial retainer of \$500. When she retained him, Harvey understood that Ragusin was a lawyer licensed in Europe and in Colorado.

87. On August 20, 2008, Ragusin sent Harvey an eight-page, single-spaced memorandum entitled "Donati Dutch Recourse Options". The memorandum bore the letterhead of "Ragusin International Association, LLC International Legal Consulting". Ragusin stated: "I am qualified to practice law as a *conseiller juridique* in Belgium, and by reciprocity in the Member Countries of the European Union, including but not limited to the Kingdom of the Netherlands, pursuant to the Treaty on European Union." This statement was not true: Ragusin was not qualified to practice international law in Colorado. Ragusin did not inform Harvey that he had been enjoined from the practice of law in Colorado in 2005.

88. In the memorandum, Ragusin provided an analysis of

the procedural advantages and disadvantages of bringing an action in the Netherlands. Ragusin discussed principles of applicable European and Dutch law. Ragusin evaluated possible claims against the seller and the Dutch agent, Dana Hewett, including based on Dutch law that required consumer goods to conform to the particular purpose for which the consumer desired to purchase them (here, a horse accomplished in dressage). Ragusin opined that replacement or rescission were available as alternative remedies. Ragusin analyzed the applicable statute of limitations. Ragusin made recommendations as to what steps he could take to protect Harvey's interests and advance her claims.

89. Based on the misconception that Ragusin was authorized to represent her in a legal matter, Harvey authorized Ragusin to research Donati's registry title history and to send demand letters to the seller and the Dutch agent, Hewett. Ragusin reported to Harvey that his investigation had revealed a fraud by Hewett: she had substituted another horse (one that was healthy) for Donati at the pre-sale veterinary inspection.

90. On September 16, 2008, Ragusin wrote to Hewett's

Dutch counsel. He announced himself as Harvey's "European counsel". Ragusin set forth the results of his investigation of the sale of Donati to Harvey, which Ragusin argued proved that Hewett had made misrepresentations to Harvey. Ragusin demanded rescission of the sale and legal action in the Netherlands if the demand was not met.

91. When the demand went unanswered, Ragusin told Harvey that he was moving forward to commence litigation in the Netherlands. Ragusin stated that he would be hiring local Dutch counsel to assist in this. Ragusin told Harvey that he (Ragusin) would try the case, but that the local Dutch counsel would appear with him at trial. Ragusin said he would file the case in Arnhem District Court. He proposed a strategy of first seeking to attach Hewett's bank accounts and other assets.

92. Ragusin's staff made inquiries of witnesses and gathered evidence from various sources. Ragusin corresponded with Hewett's counsel and informed Harvey about counsel's positions. Ragusin told Harvey that he had commenced an attachment proceeding in the Arnhem District Court and that he expected an

attachment order to issue by the end of 2008.

93. On January 7, 2009, Ragusin informed Harvey through his assistant that a judge in Arnhem had entered an order attaching Dana's assets. The assistant promised that Ragusin would obtain a copy of the order and forward it to Harvey. The assistant stated that Ragusin would be supervising the service and enforcement of the order. Thereafter, Ragusin reported to Harvey that Hewett was avoiding service.

94. Ragusin reported that a hearing in the Arnhem case was set for June 26, 2009, but vacated to allow settlement negotiations. In September 2009, Ragusin contacted Harvey, requesting that she provide information and documents to be used in an upcoming hearing supposedly to be held in the Arnhem court.

95. In October 2009, Harvey learned that Ragusin was not a licensed lawyer. She terminated respondents' services. From contacting the Dutch lawyer Ragusin had retained, Harvey learned that no attachment proceeding had ever been commenced.

96. Harvey paid Ragusin International over \$81,000 during its "representation" of her. None of this has been refunded.



97. By holding himself out to Mr. Patoile and Harvey as authorized to provide legal services, by providing Harvey with legal advice, by writing demand letters as Harvey's "European counsel", and by similar conduct detailed above, Ragusin engaged in the unauthorized practice of law.

98. Each of Ragusin's above-described acts constitutes the unauthorized practice of law, as do all of them together. Ragusin knew at the time he committed each act that such conduct was the practice of law, and was not authorized by statute, case law, or other legal authority.

99. Ragusin knew that he had been enjoined by the Colorado Supreme Court from engaging in further acts of unauthorized practice of law at the time he engaged in the above conduct. The respondent also had the ability to comply with the Order of Injunction, but instead willfully refused to abide by the Order of Injunction as described by the hereinabove acts.

100. The above-described conduct constitutes willful contempt of the Colorado Supreme Court's Order of Injunction.

101. Through the acts of its principal, Ragusin International also engaged in the unauthorized practice of law.

WHEREFORE, petitioner prays at the conclusion hereof.

**CLAIM VI  
SCHORR MATTER**

102. Jan Schorr ("Schorr") is a Colorado resident. She was involved in a bicycle-automobile collision while touring in Tuscany, Italy. Schorr (who was on the bicycle) sustained personal injuries. She retained an Italian lawyer, Stefania Vichi, but was unable to reach a settlement with the driver.

103. Ragusin heard about Schorr's accident. He offered to help her with her case. At relevant times, Ragusin was doing business at offices in the Denver metropolitan area or at his Highlands Ranch residence. Ragusin described himself as an international business attorney. Schorr retained Ragusin in December 2004. Ragusin was to assist Italian counsel in the filing of necessary documents with the Italian court, make calls and, if the parties were able to resolve the case, draft a settlement agreement.

104. In April 2005, Ragusin reported to Schorr that a prosecutor had brought a criminal indictment against the driver in a proceeding lodged in Montepulciano, Italy. A trial was set for October 2005. Ragusin asked Schorr to obtain an opinion from her doctor concerning her injuries.

105. The driver's insurance company offered to pay Schorr a relatively small amount, a few thousand Euros. Ragusin advised Schorr that her claim was worth much more. He advised that Italian law required the insurance company to consider U.S. medical costs, pain and suffering damages and future costs Schorr would incur as a result of her injuries. Ragusin (at the time doing business as Ragusin & Associates, LLC) billed Schorr for writing to a medical examiner and the driver's insurance company, and for preparing a pleading to be filed with an Italian court.

106. Ragusin supposedly took the lead in negotiations with the driver's insurance company. In May 2007, Ragusin announced he was prepared to try the case before the tribunal in Montepulciano, Italy (with Ms. Vichi as local counsel) in November 2007 if the insurance company did not settle. In July 2007,

Ragusin reported that Ms. Vichi was withdrawing because she was unwilling to advocate for the amount of damages Ragusin thought appropriate. Based on Ragusin's advice, Schorr agreed to retain another Italian law firm, Gianni, Orrigoni, Grippo and Partners, to act as local counsel for her case. Ragusin told Schorr that he would still be handling the bulk of the work and that the Gianni firm would back him up.

107. Ragusin reported that trial was set for June 9, 2008, and on that date, Ragusin and a lawyer from the Gianni firm attended (Ragusin appeared by telephone). Ragusin reported that the judge made favorable evidentiary rulings. Ragusin told Schorr he had spoken with the insurance company's lawyer and that he planned to make a substantial counter-offer to the insurance company. Trial was rescheduled for October 13, 2008 and then rescheduled.

108. In April 2009, Schorr's videotaped deposition was taken in Denver. Ragusin advised Schorr that the videotape would be admissible into evidence in lieu of her attending trial in Italy. Ragusin prepared Schorr for her testimony.

109. In May 2009, Ragusin asked another Italian law firm,

Bevilacqua Marazzato (the "Bevilacqua firm"), to represent Schorr in the litigation. A new hearing was scheduled for November 2009.

110. In late October 2009, Schorr learned from an ex-employee of Ragusin International that Ragusin was not a licensed attorney. Schorr asked the Bevilacqua firm to handle the upcoming hearings.

111. During the course of respondents' representation of Schorr, Schorr paid Ragusin International approximately \$10,000 for Ragusin's services. None of this has been repaid.

112. By holding himself out to Schorr as authorized to provide legal services, by providing Schorr with legal advice about her recovery of damages from the Italian driver, by holding himself out to third-parties as counsel for Schorr, and by similar conduct detailed above, Ragusin engaged in the unauthorized practice of law.

113. Each of Ragusin's above-described acts constitutes the unauthorized practice of law, as do all of them together. Ragusin knew at the time he committed each act that such conduct

was the practice of law, and was not authorized by statute, case law, or other legal authority.

114. Ragusin knew that he had been enjoined by the Colorado Supreme Court from engaging in further acts of unauthorized practice of law at the time he engaged in the above conduct. The respondent also had the ability to comply with the Order of Injunction, but instead willfully refused to abide by the Order of Injunction as described by the hereinabove acts.

115. The above-described conduct constitutes willful contempt of the Colorado Supreme Court's Order of Injunction.

116. Through the acts of its principal, Ragusin International engaged in the unauthorized practice of law.

WHEREFORE, petitioner prays at the conclusion hereof.

**CLAIM VII  
RIVERA MATTER**

117. Complaining witness Albert Rivera ("Rivera"), a Colorado resident, is the son of Maria Rosa Rivera. She owned real property in Pantelleria, in the Trapani district of Italy. In the mid-2000's, the mother died. Rivera was uncertain as to the status of the

properties. He endeavored to make inquiries of persons in Italy, without success.

118. On August 21, 2006, Rivera and another member of his family, Marisa Costabile, retained Ragusin & Associates, LLC.<sup>14</sup> They engaged Ragusin and his entity to investigate their interests and those of other siblings in properties owned or formerly owned by Maria Rosa Rivera. Ragusin also was to obtain an accounting for the Estate of Maria Rosa Rivera (the "Estate").<sup>15</sup>

119. In a biographical summary that Ragusin provided to Rivera, Ragusin portrayed himself as "European counsel to a number of corporations and individuals in the Rocky Mountain area". Ragusin did not disclose that he had been enjoined from the unauthorized practice of law by the Colorado Supreme Court in 2005.

120. At relevant times, Ragusin did business from offices in the Denver metropolitan area or out of his Highlands Ranch

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<sup>14</sup> See footnote 2, above. Although Ragusin had been enjoined from the unauthorized practice of law in 2005 and had agreed to shut down the office of Ragusin & Associates, LLC, he continued to operate that entity. Eventually, the entity transformed into Ragusin International.

residence.

121. Ragusin contacted an Italian real estate agency to look for properties that were owned or had been owned by the mother and to research title to those properties. Communications from Ragusin to the real estate agency bore the heading "Ragusin & Associates, LLC International Legal Consulting".

122. On September 20, 2006, Ragusin e-mailed Rivera and his sister with the results of the title search of the properties. Ragusin said: "[W]e are faced with an incredible situation of fraud, forged documents and civil and criminal proceedings." Ragusin claimed that two Italians, using powers of attorney, "fraudulently and surreptitiously conveyed the properties to 'empty shell' companies (such as Bonsulton Srl) owned and controlled by themselves, for nominal consideration ... some properties were conveyed to members of the Valenza family through the illegal exercise of apparent eminent domain powers by members of the family who are also public officials". Ragusin reported that certain

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<sup>15</sup> As noted above, Ragusin was not licensed to practice law in the Trapani district or the Marsala district.



banks had enjoined the sales of the properties on grounds that they were mortgage lenders and defrauded as part of the sales. One bank was alleging that the two Italians had engaged in forgery and a criminal investigation was pending. Ragusin estimated that the value of the properties was in the millions of Euros. Ragusin recommended that he “take legal steps with urgency to adequately protect you”, including a pre-judgment attachment of the assets of the two Italians.

123. On September 28, 2006, Ragusin provided Rivera and his sister with a memorandum entitled “Summary of Findings and Phase II Engagement Memorandum”. Ragusin summarized a report on the title history of the properties. He reiterated his suspicions that the two Italians had fraudulently conveyed property in which the mother had an interest, thereby depriving her Estate of sizeable sums. Ragusin made recommendations including that he be authorized to represent the Estate in conducting further investigation of the transfers of the properties. Ragusin also recommended seeking a pre-judgment attachment of the assets of the two Italians and their entity.

124. Ragusin prepared powers of attorney giving him authorization to proceed. Rivera family members executed the powers of attorney. Ragusin reported that he was obtaining copies of deeds to the properties. He estimated their worth in the \$10,000,000's. He promised to prepare a demand letter to the two Italians. He said he would be meeting with a lawyer for one of the banks involved in challenging the transfers of the properties.

125. In early 2007, Ragusin announced that the bank had agreed to join forces with the Estate. Ragusin claimed that the two Italians had built a large villa on one of the properties. Ragusin opined that this made attachment of the properties an attractive avenue of recovery for the Estate.

126. On January 19, 2007, Ragusin met with Rivera. Ragusin recommended filing a criminal complaint against the two Italians. He explained the procedural and cost benefits of doing so. Ragusin also explained to Rivera that the banks were joining forces with the Estate because the Estate's beneficiaries would make sympathetic witnesses. Ragusin told Rivera he was filing a motion in the Italian court for pre-judgment attachment of the interests of the two

Italians in the properties.

127. In March 2007, Ragusin reported that his associate had met with a witness in Italy who also was a Rivera relative. The witness had provided documents related to title to the properties and would be swearing out an affidavit. Ragusin promised to provide a detailed report on the title and value of the properties by May.

128. In June 2007, Ragusin sent Rivera and his siblings a lengthy report with attached documents. Ragusin explained that the criminal complaint – which he promised to present shortly – set forth the steps by which the two Italians had fraudulently conveyed the properties pursuant to a power of attorney from Rivera's mother. Ragusin stated that the power of attorney was ineffective because the mother had died before the properties were transferred. The complaint also included a request for pre-judgment attachment of the properties.

129. In July 2007, after delays Ragusin blamed on Sicilian counsel, Ragusin reported that the criminal complaint had been tendered to the district attorney's office in Marsala, Italy, with the

anticipation that it would be assigned to an assistant district attorney and filed with the court. Ragusin transmitted a copy of the first page of the complaint, bearing a date stamp. On July 17, 2007, Ragusin sent a detailed memorandum to Rivera and his siblings, recommending the formation of a limited liability company to oversee the Italian litigation. In late July, Ragusin met with Rivera and his sister Marisa Costabile. Ragusin discussed switching Italian law firms, explained the status of the criminal case, and recommended that the limited liability company handle the flow of funds from resolution of the litigation.

130. In August 2007, Ragusin informed Rivera and his sister that substituted Italian counsel was preparing a civil complaint, to be used to commence a civil action in Marsala paralleling the criminal case. Ragusin's associate, Matt Johnson, finalized an operating agreement for the limited liability company.

131. On September 4, 2007, Ragusin provided to Rivera a memorandum entitled "Summary and Explanation of Civil Complaint". Ragusin explained that the civil Complaint alleged facts supporting theories of fraud and breach of fiduciary duties in

connection with recent transfers of the properties among persons in Italy. The Complaint sought to recover the properties from the transferees or to recover sale proceeds that should have been paid to the Estate. The Complaint also sought a pre-judgment attachment.

132. On September 19, 2007, Ragusin told Rivera that the assistant district attorney handling the criminal case had requested a hearing. Ragusin planned to attend telephonically. Ragusin provided Rivera with a flow chart detailing the procedural steps involved in the criminal case and the civil case. In October, Ragusin provided advice on how to handle a renewed attempt to sell the properties in which the Estate had an interest. Ragusin prepared an attachment petition to be used to commence a civil case in Marsala. Ragusin met with Rivera and his sister. They discussed litigation strategy and the possible formation of an Italian limited liability company to handle the claims of family members living in Italy.

133. Ragusin's associate Matt Johnson prepared and Ragusin reviewed a confidentiality agreement between the American branch

of the family and the Italian branch related to the conduct of the Marsala litigation. In mid-November 2007, Ragusin reported to Rivera and his sister that he had spoken by telephone with the assistant district attorney in Marsala and was planning to meet with her to persuade her to file a criminal case related to the transfer of the properties. In late November, Ragusin transmitted a receipt for the filing of an attachment petition (which he had drafted) with the Marsala court. Ragusin announced that he would be attending an attachment hearing in Marsala in early 2008, along with his Italian co-counsel.

134. In January 2008, Ragusin offered a legal opinion as to the authority of the executor of an estate, operating under the law of the State of Georgia, to initiate and prosecute a legal proceeding to recover assets of the estate. Ragusin's opinion was presented to the Marsala court by Italian co-counsel. Ragusin reported that he participated in a teleconference with the Marsala judge and Italian co-counsel on this legal point.

135. In April 2008, Ragusin informed Rivera that the two Italians who had transferred the properties were being indicted.

Ragusin planned to meet in Rome with Italian counsel for one of the defendants, to discuss settlement. Ragusin reported that the judge had granted the attachment request, making favorable findings for the plaintiffs. A trustee was appointed to take possession of the properties. Ragusin prepared to file a civil complaint in the Marsala court. He announced that trial was set for November 10, 2008.

136. In July 2008, Ragusin met with the Marsala assistant district attorney. Ragusin reported that she had uncovered additional evidence of fraud, that could be the subject of expanded civil and criminal complaints. For economic reasons, Ragusin recommended against Rivera and his siblings expanding the litigation. Ragusin forwarded to Rivera and his sister Marisa the report of the trustee of his inspection of the properties. Ragusin explained and commented on the report. Ragusin also forecast future litigation costs and possible settlement amounts.

137. In Fall 2008, Ragusin told Rivera and his sister that he was preparing for trial. Ragusin prepared motions for filing with the Marsala court. He discussed these motions with Rivera and his

sister. Ragusin told them that he would be paying fees due to the trustee. Ragusin forwarded a settlement offer of 19 million Euros. Because it had not been paid, the Rome law firm that was assisting with the litigation withdrew and threatened to sue for its fees.

138. In early 2009, Ragusin conducted further settlement negotiations. He reported on a trip to the court in Marsala at which he met with the assistant district attorney and the president of the local bar.

139. In March 16, 2009, Ragusin sent a memorandum to Rivera and his siblings regarding the strategy and tactics being employed and the costs being incurred in the Marsala litigation. The memorandum appeared under the heading "Ragusin International Association, LLC International Legal Consulting". There followed disputes between Ragusin and Italian counsel. The trustee drew the Marsala court's attention to the fact that he had not been paid.

140. In mid-July 2009, Ragusin announced that his settlement negotiations were close to an end. The opposing parties had agreed to pay for the trustee's services. Ragusin also contacted



the trust departments of several European banks as potential repositories of any settlement funds. Ragusin told Rivera and his siblings that he was handling these discussions "as your lawyer". Ragusin drafted a settlement agreement. However, he then related further delays. In Fall 2009, Ragusin drafted an escrow agreement and circulated it among the siblings for comment.

141. On November 9, 2009, the judge in Marsala entered an order which (translated into English) states: "Mr. Albert Rivera should be represented by his attorney, Andrew Ragusin from Denver, who holds power of attorney previously registered with this court; however, such power of attorney cannot be taken into account because there is no proof that Mr. Ragusin is allowed to practice law within the Italian Republic and therefore cannot validly exercise the ability to represent someone else in court."

142. During the course of the events described above, Rivera and his siblings paid fees and costs to Ragusin International of approximately \$100,000. They also paid Ragusin International approximately \$10,000 to pay the fees of the trustee, which Ragusin International did not pay to the trustee.

143. By holding himself out to Rivera and his siblings as able to practice international law, by offering advice concerning the Italian litigation, by preparing legal documents including court pleadings for that litigation, by holding himself out to third parties as the lawyer for the Estate, by negotiating settlement of the Italian litigation, and by similar acts discussed above, Ragusin engaged in the unauthorized practice of law.

144. Each of Ragusin's above-described acts constitutes the unauthorized practice of law, as do all of them together. Ragusin knew at the time he committed each act that such conduct was the practice of law, and was not authorized by statute, case law, or other legal authority.

145. Ragusin knew that he had been enjoined by the Colorado Supreme Court from engaging in further acts of unauthorized practice of law at the time he engaged in the above conduct. The respondent also had the ability to comply with the Order of Injunction, but instead willfully refused to abide by the Order of Injunction as described by the hereinabove acts.

146. The above-described conduct constitutes willful contempt of the Colorado Supreme Court's Order of Injunction.

147. Through the acts of its principal, Ragusin International engaged in the unauthorized practice of law.

WHEREFORE, petitioner prays at the conclusion hereof.

**REQUEST FOR RELIEF AS TO RAGUSIN**

148. Ragusin has engaged in the unauthorized practice of law in violation of this Court's March 7, 2005, Order of Injunction as described above. Ragusin's pattern and practice of knowingly failing to abide by the Court's Order of Injunction, and willful disregard of such Order of Injunction, is an affront to the dignity of this Court and represents an immediate threat to the public. The most effective way to deal with this conduct is by a finding of contempt and the imposition of a fine and/or a jail term of less than 180 days. Ragusin also should be ordered to provide full restitution to the victims listed above.

WHEREFORE, the petitioner prays that this Court issue a citation to Ragusin to show cause why the Court should not find him in contempt of this Court and impose a fine and/or

imprisonment, and order full restitution to his victims. If a citation is issued, the citation need also state that a fine of not less than \$2000 per incident or imprisonment may be imposed to vindicate the dignity of the Supreme Court (see C.R.C.P. 238(c)).

**REQUEST FOR RELIEF AS TO RAGUSIN INTERNATIONAL**

149. Through the acts of Ragusin described in detail above, Ragusin International engaged in the unauthorized practice of law. 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). Ragusin International does not fall within any of the statutory or case law exceptions.

WHEREFORE, the petitioner prays that this Court issue an order directing Ragusin International to show cause why it should not be enjoined from engaging in any unauthorized practice of law; thereafter that the Court enjoin Ragusin International 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 Ragusin International 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 Ragusin International; order the refund of any and all fees paid by clients to it; assess restitution against Ragusin International for losses incurred by clients or third parties 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 25<sup>th</sup> of February 2010



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Kim E. Ikeler  
Assistant Regulation Counsel  
Attorney for Petitioner

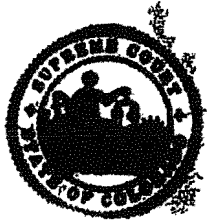
<p>SUPREME COURT, STATE OF COLORADO  TWO EAST 14<sup>TH</sup> AVENUE  DENVER, COLORADO 80203</p> <p>ORIGINAL PROCEEDING IN UNAUTHORIZED PRACTICE OF  LAW, 03UPL65</p>	<p>CASE NO. 05SA70</p> <p><b>RECEIVED</b></p> <p><b>MAR 07 2005</b></p>
<p><b>Petitioner:</b></p> <p>THE PEOPLE OF THE STATE OF COLORADO,</p> <p>v.</p> <p><b>Respondent:</b></p> <p>T. ANDREW RAGUSIN.</p>	
<p style="text-align: center;"><b>ORDER OF INJUNCTION</b></p>	

**ATTORNEY  
REGULATION**

Upon consideration of the Petition for Injunction (pursuant to stipulation of the parties) filed in the above cause, and now being sufficiently advised in the premises,

IT IS THIS DAY ORDERED that said Respondent, T. ANDREW RAGUSIN shall be, and the same hereby is, ENJOINED from further engaging in the unauthorized practice of law.

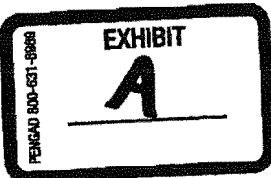
BY THE COURT, MARCH 07, 2005.



Copies mailed via the State's Mail Services Division on 3/7/05 HOP

Charles Mortimer, Jr.  
Assistant Regulation Counsel

T. Andrew Ragusin  
400 Inverness Pkwy., Suite 265  
Englewood, CO 80112



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

ORIGINAL PROCEEDING IN UNAUTHORIZED  
PRACTICE OF LAW

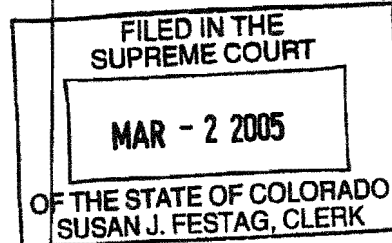
Petitioner:  
THE PEOPLE OF THE STATE OF COLORADO

vs.

Respondent:  
T. ANDREW RAGUSIN

Charles E. Mortimer, Jr., #16122  
Assistant Regulation Counsel  
Attorney for Petitioner  
600 17<sup>th</sup> Street, Suite 200-South  
Denver, Colorado 80202

Phone Number: (303) 866-6443  
Fax Number: (303) 893-5302



▲ COURT USE ONLY ▲

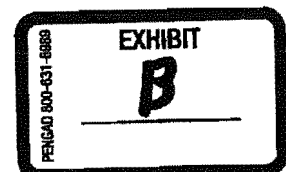
Case Number: 03UPL065

**PETITION FOR INJUNCTION (PURSUANT TO STIPULATION OF THE  
PARTIES)**

Petitioner, by and through Charles E. Mortimer, Jr., Assistant Regulation Counsel, respectfully requests that the Colorado Supreme Court issue an order of injunction pursuant to C.R.C.P. 234 enjoining the respondent from the unauthorized practice of law within the state of Colorado. As grounds therefor, counsel states as follows:

1. The respondent, T. Andrew Ragusin, is not licensed to practice law in the state of Colorado. The respondent's last known business address is 400 Inverness Parkway, Suite 265, Englewood, Colorado 80112.

2. On January 5, 2005, the respondent entered into a Stipulation, Agreement, and Affidavit Consenting to an Order of Injunction. A copy of that document, and all attachments thereto and referenced therein, is attached hereto as *Exhibit A*.



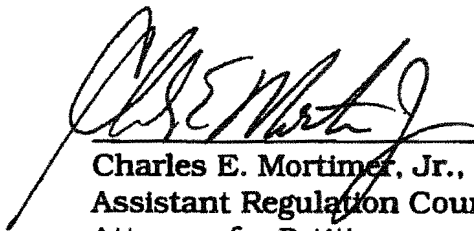
3. On February 18, 2005, the filing of this petition requesting approval for filing a Stipulation, Agreement and Affidavit Consenting to an Order of Injunction, attached as *Exhibit A*, was authorized by the Unauthorized Practice of Law Committee of the Colorado Supreme Court.

4. As set forth in *Exhibit A*, the respondent previously entered into an informal agreement with the Unauthorized Practice of Law Committee of the Colorado Supreme Court in which he admitted that he had engaged in the Unauthorized Practice of Law and he agreed to refrain from doing so in the future. In fact, the respondent breached the agreement and continued to engage in the unauthorized practice of law in the state of Colorado by soliciting clients and performing services for clients through an office located in Englewood, Colorado.

5. The respondent has paid the costs referenced in paragraph 5 of *Exhibit A*.

WHEREFORE, the petitioner requests the entry of an order approving *Exhibit A* and entering an order of injunction against the respondent as set forth therein.

Respectfully submitted this 2nd of March, 2005.

  
\_\_\_\_\_  
Charles E. Mortimer, Jr., #16122  
Assistant Regulation Counsel  
Attorney for Petitioner



<p>SUPREME COURT, STATE OF COLORADO  2 East 14<sup>th</sup> Avenue, 4<sup>th</sup> Floor  Denver, Colorado 80203</p> <p>ORIGINAL PROCEEDING IN UNAUTHORIZED  PRACTICE OF LAW</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p> <hr/> <p>Case Number: 03UPL065</p>
<p>Petitioner:  THE PEOPLE OF THE STATE OF COLORADO</p> <p>vs.</p>	
<p>Respondent:  T. ANDREW RAGUSIN</p> <hr/> <p>Charles E. Mortimer, Jr., # 16122  Assistant Regulation Counsel  Attorney for Petitioner  600 17<sup>th</sup> Street, Suite 200-South  Denver, Colorado 80202  Phone Number: (303) 866-6443  Fax Number: (303) 893-5302</p>	
<p><b>STIPULATION, AGREEMENT AND AFFIDAVIT CONSENTING TO AN ORDER  OF INJUNCTION</b></p>	

On this 5<sup>th</sup> day of January, 2005, Charles E. Mortimer, Jr., Assistant Regulation Counsel and T. Andrew Ragusin, the respondent, enter into the following stipulation, agreement, and affidavit consenting to an order of injunction ("stipulation") and submit the same to the Colorado Supreme Court for a finding and order of injunction pursuant to C.R.C.P. 229-237.

1. The respondent has a professional office located at 400 Inverness Parkway, Suite 265, Englewood, Colorado 80112. The respondent is not licensed to practice law in the State of Colorado.

2. The 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 the respondent's personal decision, and the respondent affirms there has been no coercion or other intimidating acts by any person or agency concerning this matter.

3. The respondent is familiar with the rules of the Colorado Supreme Court regarding the unauthorized practice of law. The respondent acknowledges the right to a full and complete evidentiary hearing on the



matters addressed herein. At any such hearing, the 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, the respondent waives that right. The parties agree that this Stipulation resolves all matters of difference between them existing as of the date this Stipulation is signed by the parties.

4. The respondent and the petitioner stipulate to the following facts and conclusions:

a. On January 31, 2002, the respondent and the Unauthorized Practice of Law Committee of the Colorado Supreme Court entered into an agreement pursuant to C.R.C.P. 232.5(d)(3) to refrain from the unauthorized practice of law. A complete copy of that agreement, with attachments, is attached hereto as **Exhibit 1**.

b. After entering into **Exhibit 1**, the respondent breached the agreement and engaged in the unauthorized practice of law. Specifically, the respondent entered into a joint venture agreement with an entity known as Studio Legale Padovan ("Padovan"), an Italian law firm. Pursuant to the respondent's agreement with Padovan, the respondent was to open a branch office for Padovan in Denver. The respondent did open and maintain such an office in Denver, Colorado. The respondent, through the Padovan website, held himself out as an attorney available to consult with clients in the areas of corporate acquisitions and mergers, international trade, international finance, insolvency law, international arbitrations and project financing. The respondent asserts that no legal services were performed in Colorado, and that he never intended to perform legal services until he is admitted to the Colorado Bar. At no time while the respondent held himself out as a member of Padovan was the respondent licensed to practice law in the state of Colorado or any other state, nor was the respondent authorized under the law of any other jurisdiction to hold himself out as a recognized or licensed legal professional. Further, during the time that the respondent held himself out as a member of Padovan, the respondent failed to comply with ABA Formal Opinion 01-423 (September 22, 2001), a copy of which is attached as **Exhibit B** to **Exhibit 1** to this Stipulation.

c. The respondent has now taken measures to close his Colorado office, and he has requested in writing that his name be removed from the Padovan website. The respondent will use his best efforts to take such further action as may be necessary to have his name removed from the Padovan website.



SUPREME COURT, STATE OF COLORADO  
CASE NOS. 01UPL11, 01UPL35  
BEFORE THE UNAUTHORIZED PRACTICE OF LAW COMMITTEE

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AGREEMENT PURSUANT TO C.R.C.P. 232.5(d)(3) TO REFRAIN  
FROM UNAUTHORIZED PRACTICE OF LAW

---

THE UNAUTHORIZED PRACTICE OF LAW COMMITTEE,  
COLORADO SUPREME COURT, by

Petitioner,

v.

T. ANDREW RAGUSIN,

Respondent.

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T. Andrew Ragusin, the respondent, and the Unauthorized Practice of Law Committee, pursuant to C.R.C.P. 232.5(d)(3), enter into the following agreement requiring the respondent to refrain from the unauthorized practice of law. This agreement shall become effective when accepted by the Unauthorized Practice of Law Committee, but not earlier than February 15, 2002.

1. The respondent acknowledges and agrees to the following:

a. The respondent is not licensed to practice law in the State of Colorado, any other jurisdiction within the United States, or any other jurisdiction in the European Union or the world.

b. The Colorado Supreme Court and its Unauthorized Practice of Law Committee have exclusive jurisdiction to determine what constitutes the unauthorized practice of law in Colorado. 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 Denver Bar Ass'n v. P.U.C.*, 154 Colo. 273, 391 P.2d 467 (1964). Whether a person gives advice as to local law, federal law, the law of a sister state, or the law of a foreign country, that person is giving "legal advice," which constitutes the practice of law. See *Bluestein v. State Bar of California*, 529 P.2d 599 (Calif. 1975).

c. The respondent understands that these restrictions exist, regardless of whether a fee is accepted for the services rendered and even if the respondent discloses that he is not a Colorado attorney.



2. The respondent engaged in the unauthorized practice of law in Colorado by operating and maintaining a foreign legal consulting practice from August 1997 through May 31, 2001, in Denver, Colorado and from June 1, 2001 through January 31, 2002 in Greenwood Village, Colorado. The firm was called Ragusin International Associates, LLC, employed lawyers licensed in Colorado and other jurisdictions, represented clients based in Colorado and other jurisdictions on issues involving laws of foreign jurisdictions (but also sometimes affected by Colorado law).

3. The respondent has acted under the belief that he was a member of a recognized legal profession in Belgium and was thus entitled to provide legal advice about Belgium law, and was authorized under the May 2, 1996 European union reciprocity provisions to act as European counsel in European union countries, and therefore believed at all times relevant hereto that he was not engaging in the unauthorized practice of law in Colorado. The respondent acknowledges, however, that he is not a licensed member of any of the 28 local bar associations of Belgium, any of the 29 orders of advocates in Belgium, and is not a member of the Belgium Bar Association. The respondent also recognizes that he has not taken any "Oath of Lawyer" before any one of Belgium's courts of appeal as required for licensed lawyers in Belgium. The respondent acknowledges that he is not subject to sanctions by the General Council of the Belgium Bar Association or any other licensing disciplinary authority in Belgium for any violation of Belgian rules of professional conduct. The respondent also acknowledges that he would have to submit to additional requirements, including a three-year internship with a licensed Belgian lawyer, before he could be a licensed lawyer in Belgium. Nevertheless, the respondent states that a candidate of law degree that he received from the Free University of Brussels, and a license in criminological sciences that he received from the same university, allows him to be a member of a non-licensed, but legally recognized legal consulting profession in Belgium; the respondent states that this educational background allows him to advise clients on Belgian law. The respondent has also received a Master of Comparative Law (1981) and a Juris Doctor (1983) from Southern Methodist University.

4. In mitigation, the respondent states that he did not hold himself out to be a Colorado lawyer and that he did not render legal advice concerning Colorado law. The respondent states that his activities were that of acting as European counsel, and that he associated with Colorado lawyers who handled any matters involving Colorado law. The respondent further states that he engaged in oral conversations with the executive director of the Board of Law Examiners in 1997 and based upon such conversations, he believed that as long as he did not hold himself out to be a Colorado admitted lawyer and did not render Colorado legal advice, his conduct did not fall within the confines of unauthorized practice of law in Colorado. The respondent states that his past belief is demonstrated by his written communications to the Colorado State Board of Law Examiners regarding an application for admission to the bar by one of the respondent's associates, Timothy Langley. See statement of mitigation submitted by this respondent attached hereto as **exhibit A**.

5. The respondent specifically agrees to refrain from operating and maintaining a foreign legal consulting firm in Colorado and from engaging in any other activity constituting the practice of law in Colorado until and unless he becomes licensed to practice law in Colorado or otherwise complies with ABA Formal Opinion 01-423 (September 22, 2001), a copy of which is attached to this agreement as **exhibit B**. The respondent now agrees that being a "member of a recognized legal profession in a foreign jurisdiction," as that phrase is used in ABA Formal Opinion 01-423, requires that he possess a license to practice law from that foreign jurisdiction, be subject to standards of professional conduct in that foreign jurisdiction, and be subject to a system of sanctions for violations of those standards. Furthermore, the respondent agrees that once he meets the above criteria, he still must be associated with a Colorado lawyer in order to provide any foreign legal consulting in Colorado. These requirements shall remain in effect until and unless the Colorado Supreme Court or its Unauthorized Practice of Law Committee adopt a different definition for the phrase "member of a recognized legal profession in a foreign jurisdiction," or otherwise modify Colorado law involving the status of non-licensed foreign legal consultants. In exchange, the People agree not to take any further injunctive or legal action on this matter under C.R.C.P. 228, *et seq.*

6. The respondent agrees that Ragusin International Associates, L.L.C., will be completely shut down on or before February 15, 2002. The respondent agrees that he will notify each client that he has shut down his practice in Colorado and advise the client to seek legal services elsewhere. The respondent agrees that he shall deliver to each client all papers and property to which each client is entitled no later than February 15, 2002.

7. **The respondent understands that any failure to comply with the terms of this agreement may subject him to civil injunction proceedings pursuant to C.R.C.P. 234-240.**

8. The respondent understands that he has the right to consult with counsel of his choosing (at his own expense) before signing this agreement, and that he has had ample opportunity to do so.

9. The respondent shall pay the costs of this investigation, incurred up to the date of the signing of this agreement by respondent and his counsel, within thirty (30) days of the committee's acceptance of this agreement.

10. The respondent affirms that he enters this agreement freely and voluntarily. No promises have been made to the respondent by any person or agency concerning this agreement. He understands that this written agreement constitutes the full agreement between the parties without outside promises, limits or qualifications. The respondent's acceptance of this agreement is completely voluntary. The respondent further understands that signing this agreement will not prevent or replace any civil or other proceedings that any of his clients may bring in the courts of Colorado.

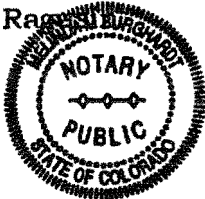
11. This agreement constitutes an offer of settlement or compromise, and is tendered to the Unauthorized Practice of Law Committee for approval and acceptance. Should the Committee reject this agreement, this agreement (and any of the statements contained herein) can not be used in this proceeding or any other proceeding.

DATED this 31<sup>st</sup> day of January, 2002.



T. Andrew Ragusin, Respondent

Subscribed and sworn to before me this 31<sup>st</sup> day of January, 2002, by T. Andrew Ragusin



Notary Public

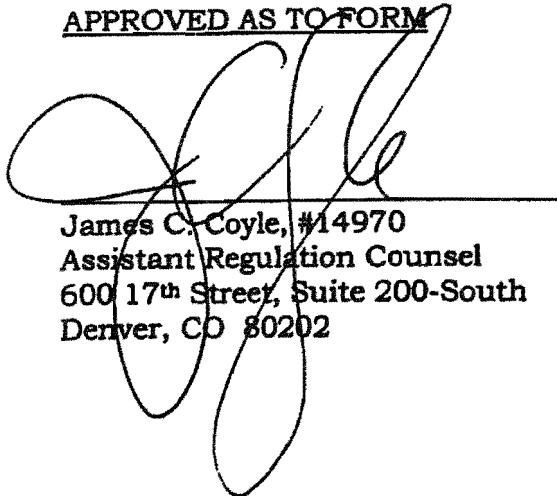
MY COMMISSION EXPIRES: December 8, 2002  
My commission expires: Dec. 8, 2002

APPROVED AND ACCEPTED

UNAUTHORIZED PRACTICE OF LAW COMMITTEE  
OF THE SUPREME COURT OF COLORADO

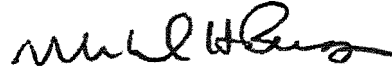
By:   
David A. Mestas  
Chair

APPROVED AS TO FORM



James C. Coyle, #14970  
Assistant Regulation Counsel  
600 17<sup>th</sup> Street, Suite 200-South  
Denver, CO 80202

Koff, Corn & Berger, P.C.



Michael Berger, #6619  
Attorney for Respondent  
303 E. 17<sup>th</sup> Street, Suite 940  
Denver, CO 80203

STATEMENT IN MITIGATION

Upon moving to Colorado in March of 1997, I was referred by Holland & Hart to the State Board of Law Examiners for purposes of inquiring about the requirements for a foreign legal consultant to provide foreign legal advice in Colorado. When I called the Colorado Supreme Court phone number given to me, I generically described the gist of my inquiry to the individual answering my call and was referred to Mr. Alan Ogden. I then spoke to Mr. Ogden. I described with specificity to Mr. Ogden my intended scope of activity, in particular the fact I intended to act as "European counsel." Mr. Ogden advised me that (i) the Colorado Supreme Court had elected not to regulate the activities of foreign legal consultants, and (ii) as long as I did not hold myself as a Colorado admitted lawyer and did not render advice with respect to Colorado law, the intended scope of practice did not constitute the "unauthorized practice of law" in Colorado.

I commenced and conducted my activities in Denver in reliance upon such advice. When my (then) colleague Timothy Langley (a Far East Asia specialist) applied to take the February 2000 Colorado Bar Exam, the State Board of Law Examiners raised the issue of the nature of, and potential lack of authorization for his (and our) practice. The affidavits attached hereto were forwarded to Ms. Susan Gleeson, Assistant Executive Director, State Board of Law Examiners, on January 11, 2000. Subsequent to receipt and review of such affidavits by the State Board of Law Examiners, Mr. Langley was allowed to proceed and take the bar exam. I believed that the State Board's treatment of Mr. Langley's bar application was consistent with what Mr. Ogden told me earlier and I continued to act accordingly.

Based on the foregoing, I believed in good faith that as long as the foreign lawyers or jurists in my firm (i) continued to scrupulously confine their activities to their field of expertise, (ii) did not hold themselves as Colorado lawyers, (iii) did not advise clients in matters of Colorado or U.S. law, and (iv) fully disclosed such limitations to clients, that neither the firm nor I were engaged in the unauthorized practice of law in Colorado.

2.5.2002

Date



T. Andrew Ragusin





AFFIDAVIT

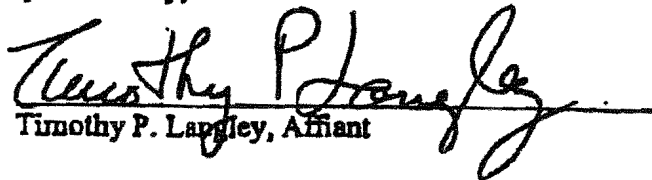
BEFORE ME, the undersigned authority, this day personally appeared Timothy P. Langley, from Ragusin International Associates, LLC of 707 Seventeenth Street, Suite 2900, Denver, Colorado 80202, who being by me duly sworn, stated as follows:

"My name is Timothy P. Langley (the "Undersigned"), from Ragusin International Associates, LLC of 707 Seventeenth Street, Suite 2900, Denver, Colorado 80202. I am a citizen of the State of Colorado, United States of America, over the age of eighteen (18) years, have never been convicted of a crime and am competent to testify to the facts contained herein, same being based upon my personal knowledge. I hereby certify and attest to the following facts regarding Ragusin International Associates, LLC and myself:

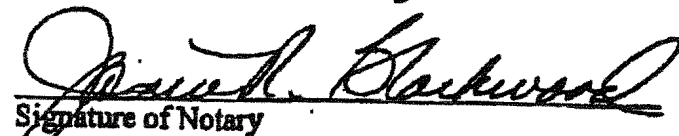
1. I am a member of Ragusin International Associates, LLC, a limited liability corporation duly formed and incorporated under the laws of the State of Colorado ("RIA").
2. RIA is a small group of consultants that advises clients with respect to overseas transactions or operations. A number of the consultants are admitted to practice law in foreign jurisdictions, and are advising clients in their respective areas of qualification. I was recruited by RIA in my capacity as former General Counsel of Apple Computer for Japan, to assist RIA clients wishing to conduct business in Far East Asia, with regards to matters wholly unrelated to Colorado law. I have not been asked to by RIA, nor have I at any time rendered advice pertaining to Colorado law. At no time has any member or associate of RIA rendered Colorado law advice and the nature of the activities of RIA has strictly complied with this requirement. The few clients which have approached RIA with incidental matters that deal with Colorado law have been referred appropriately to outside counsel authorized to practice Colorado law."

Further, affiant sayeth not

WITNESS MY HAND this 11 day of January, 2000.

  
Timothy P. Langley, Affiant

Subscribed and affirmed before me this 11<sup>th</sup> day of January, 2000, in the county of Denver, State of Colorado.

  
Signature of Notary

SEAL

My commission expires: 3-11-03

AFFIDAVIT

BEFORE ME, the undersigned authority, this day personally appeared T. Andrew Ragusin of Ragusin International Associates, LLC of 707 Seventeenth Street, Suite 2900, Denver, Colorado 80202, who being by me duly sworn, stated as follows:

"My name is T. Andrew Ragusin (the "Undersigned"), of Ragusin International Associates, LLC of 707 Seventeenth Street, Suite 2900, Denver, Colorado 80202. I am a citizen of the State of Colorado, United States of America, over the age of eighteen (18) years, have never been convicted of a crime and am competent to testify to the facts contained herein, same being based upon my personal knowledge. I hereby certify and attest to the following facts regarding the affidavit attached hereto by Mr. Timothy Langley (the "Affidavit"):

1. I am the Principal and Chief Executive Officer of Ragusin International Associates, LLC, a limited liability corporation duly formed and incorporated under the laws of the State of Colorado.
2. All the information and statements given by Mr. Timothy Langley in the Affidavit are truthful and accurate."

Further, affiant sayeth not

WITNESS MY HAND this 11<sup>th</sup> day of January, 2000.

  
T. Andrew Ragusin, Affiant

Subscribed and affirmed before me this 11<sup>th</sup> day of January, 2000, in the county of Denver, State of Colorado.

  
Signature of Notary

SEAL

My commission expires: 3-11-03

# AMERICAN BAR ASSOCIATION

STANDING COMMITTEE ON ETHICS AND PROFESSIONAL RESPONSIBILITY

Formal Opinion 01-423  
Forming Partnerships  
With Foreign Lawyers

September 23, 2001

*It is permissible under the Model Rules for U.S. lawyers to form partnerships or other entities to practice law in which foreign lawyers are partners or owners, as long as the foreign lawyers are members of a recognized legal profession in a foreign jurisdiction and the arrangement is in compliance with the law of jurisdictions where the firm practices. Members of a profession that is not recognized as a legal profession by the foreign jurisdiction would, however, be deemed "nonlawyers" such that admitting them to partnership would violate Rule 5.4 (Professional Independence of Lawyer). Before accepting a foreign lawyer as a partner, the responsible lawyers in a U.S. law firm have an ethical obligation to take reasonable steps to ensure that the foreign lawyer qualifies under this standard and that the arrangement is in compliance with the law of the jurisdictions where the firm practices. The responsible lawyers in a U.S. law firm also have ethical obligations to take reasonable steps to ensure that matters in their U.S. offices involving representation in a foreign jurisdiction are managed in accordance with applicable ethical rules, and that all lawyers in the firm comply with other applicable ethical rules.*

As business has become more international in scope, American business officials wish to be represented by law firms capable of advising them concerning the laws of foreign countries. To meet these expectations, more U.S. law firms have sought to gain international legal expertise. Some of these firms have formed partnerships and similar affiliations with lawyers from other countries.<sup>1</sup>

1. Law firms generally conduct their international services in one of several modes: (1) the global firm endeavors to maintain an office in each major jurisdiction and some minor jurisdictions, providing in-depth, local law coverage; (2) the international firm seeks a presence in most major jurisdictions and a few minor ones in which clients need their presence, but with little emphasis on local law capabilities; (3) the international network calls for exclusive or nonexclusive cross-referrals and local law capabilities among firms in each major jurisdiction and many minor ones, with firms

This opinion is based on the Model Rules of Professional Conduct and, to the extent indicated, the predecessor Model Code of Professional Responsibility of the American Bar Association. The laws, court rules, regulations, codes of professional responsibility, and opinions promulgated in the individual jurisdictions are controlling.

AMERICAN BAR ASSOCIATION STANDING COMMITTEE ON ETHICS AND PROFESSIONAL RESPONSIBILITY, 541 North Fairbanks Court, 14th Floor, Chicago, Illinois 60611-3314 Telephone (312)888-5300 CHAIR: Donald B. Hillier, Chicago, IL □ Loretta C. Argrett, Washington, DC □ Jackson M. Bruce, Jr., Milwaukee, WI □ William B. Dunn, Detroit, MI □ James W. Durham, Philadelphia, PA □ Mark I. Harrison, Phoenix, AZ □ Daniel W. Hildebrand, Madison, WI □ William H. Jeffress, Jr., Washington, DC □ M. Peter Moser, Baltimore, MD □ CENTER FOR PROFESSIONAL RESPONSIBILITY: George A. Kuhman, Ethics Counsel; Eileen B. Libby, Associate Ethics Counsel

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EXHIBIT

B

Growing numbers of foreign-based law firms have acquired expertise in the law and practices of jurisdictions foreign to them by hiring locally-licensed lawyers to help advise their clients. Some of these foreign-based law firms either have hired U.S. lawyers or merged with U.S. law firms in order to provide legal advice in matters dependent upon U.S. law.<sup>2</sup>

The Committee is asked whether the practice of U.S. lawyers forming partnerships with foreign lawyers<sup>3</sup> violates the Model Rules of Professional Conduct proscriptions against forming law partnerships or similar associations with nonlawyers, against sharing legal fees with nonlawyers, and against engaging in or assisting another in the unauthorized practice of law. After considering the purposes for these proscriptions, the Committee concludes that the Model Rules do not prohibit U.S. lawyers from forming partnerships with foreign lawyers<sup>4</sup> for the purpose of practicing law. The foreign lawyers must, however, be members of a recognized legal profession in the foreign jurisdiction and the arrangement must be in compliance with the law of the foreign and U.S. jurisdictions where the firm practices.

**Forming Partnerships With Foreign Lawyers  
Does Not Violate Any Model Rule**

No provision of the Model Rules specifically addresses whether a foreign lawyer may be admitted to partnership in a U.S. firm. There are, however, prohibitions in Rule 5.4 against nonlawyers sharing in legal fees or being partners or

in each jurisdiction qualified to provide local law expertise. Each pays a membership fee based on size and agrees to provide any other member firm free advice on a matter. See generally Mairead Keohane, *Net Beneficiary*, EUROPEAN LEGAL BUSINESS (November/December 1999). For ethical issues involved in law firm affiliations, see ABA Committee on Ethics and Prof. Responsibility Formal Op. 94-388 (Relationships Among Law Firms), in FORMAL AND INFORMAL ETHICS OPINIONS 1983-1998 262 (ABA 2000), and ABA Formal Op. 84-351 (Letterhead Designation of "Affiliated" or "Associated" Law Firms), *id.* at 4.

2. For a summary of statistical information, plans and strategies of the world's largest law firms, see Laura Pearlman, *Global 50*, available at <http://www.lawjobs.com/surveys/global50.html>; Sean Farrell, *London Letter, The Long Wait: The U.K.'S Elite Want A New York Merger, But Only With A Firm They Consider A Peer. Meanwhile, Their U.S. Strategies Are A Muddle*, THE AMERICAN LAWYER (November 2000), available at WESTLAW, 11/2000 AMLAW 61.

3. The term "foreign lawyer" is used here to denote a person who has not been licensed generally to practice law by any state, territory, or commonwealth of the United States, but who is authorized to practice in a recognized legal profession by a jurisdiction elsewhere. Foreign legal consultants are considered foreign lawyers for this purpose, even though they may have qualified under the laws of a state to counsel clients in that jurisdiction on the laws of a non-U.S. jurisdiction. See, e.g., New York Rules of the Court of Appeals, Rules for the Licensing of Legal Consultants, N.Y.R.C.L. § 521.1 et seq. (McKinney 2000).

4. The analysis in this opinion also applies to holding membership in limited liability companies, to owning shares in professional associations, and to owning an interest in any other type of entity that practices law.

holding any other interest or office in an organization that practices law.<sup>5</sup> Therefore, if a member of the legal profession of a foreign country were considered a "nonlawyer" under Rule 5.4, he would be prohibited from being a partner in a U.S. law firm.

The prohibitions in Rule 5.4 are directed mainly against entrepreneurial relationships with nonlawyers and primarily are for the purpose of protecting a lawyer's independence in exercising professional judgment on the client's behalf free from control by nonlawyers.<sup>6</sup> This Committee consistently has interpreted

5. Model Rule 5.4 states:

(a) A lawyer or law firm shall not share legal fees with a nonlawyer, except that:

(1) an agreement by a lawyer with the lawyer's firm, partner, or associate may provide for the payment of money, over a reasonable period of time after the lawyer's death, to the lawyer's estate or to one or more specified persons;

(2) a lawyer who purchases the practice of a deceased, disabled, or disappeared lawyer may, pursuant to the provisions of Rule 1.7, pay to the estate or other representative of that lawyer the agreed-upon purchase price; and

(3) a lawyer or law firm may include nonlawyer employees in a compensation or retirement plan, even though the plan is based in whole or in part on a profit-sharing arrangement.

(b) A lawyer shall not form a partnership with a nonlawyer if any of the activities of the partnership consist of the practice of law.

(c) A lawyer shall not permit a person who recommends, employs, or pays the lawyer to render legal services for another to direct or regulate the lawyer's professional judgment in rendering such legal services.

(d) A lawyer shall not practice with or in the form of a professional corporation or association authorized to practice law for a profit, if:

(1) a nonlawyer owns any interest therein, except that a fiduciary representative of the estate of a lawyer may hold the stock or interest of the lawyer for a reasonable time during administration;

(2) a nonlawyer is a corporate director or officer thereof; or

(3) a nonlawyer has the right to direct or control the professional judgment of a lawyer.

The District of Columbia is the only U.S. jurisdiction that allows lawyers to have nonlawyer partners subject, however, to stringent conditions. See D.C. Rule of Professional Conduct 5.4 (a) (4) and (b) (2001).

6. See Rule 5.4 *comment* [1]. The rule was developed in the ABA House of Delegates during debates on the Kutak Commission's Proposed Rule 5.4, which the House rejected. See 2 G.C. HAZARD AND W.W. HODES, *THE LAW OF LAWYERING* (3d ed. 2001) § 45-4. Threats to lawyer professional independence resulting from corporate ownership or public investment in law firms led the House of Delegates to substitute nearly verbatim the provisions of the disciplinary rules in the former Model Code of Professional Conduct for the Kutak Commission's proposal. See ABA Model Rules of Professional Conduct (2001 ed.), Correlation Tables, Table A at 123, where it is noted that each paragraph of Rule 5.4 is substantially identical to a disciplinary rule, e.g., paragraph (a), to DR 3-102(A); paragraph (b), to DR 3-103(A); paragraph (c), to DR 3-107(b); and paragraph (d), to DR 3-107(C). See HAZARD & HODES *id.* at ch. 45 for a

Rule 5.4 with this purpose in mind, and on occasion has rejected a literal application of its provisions that did not accord with the purpose for the Rule.<sup>7</sup>

Rule 5.4 accomplishes this purpose by requiring that lawyers, to the exclusion of nonlawyers, own and control law practices, which thus helps assure that clients are accorded the protections of the professional standards lawyers must maintain. The Committee believes that foreign lawyers who are members of a recognized legal profession are qualified to accord these same protections to clients of U.S. law firms in which they become partners. Therefore, those foreign lawyers should be considered lawyers rather than nonlawyers for purposes of Rule 5.4.

This concept finds support in Rule 7.5(b) because that rule recognizes that there may be associations in law practice with lawyers not admitted in the jurisdiction, and requires only that the firm indicate "the jurisdictional limitations on those not licensed to practice in the jurisdiction where the office is located."<sup>8</sup> When the Model Rules were adopted, some U.S. law firms had foreign lawyers as partners; hence, any intent to render the practice a rules violation needed to be clearly stated. Yet nothing in this or any other Model Rule, or in the legislative history of the Model Rules, suggests that the term "jurisdiction" as used in Rule 7.5(b) excludes jurisdictions outside the United States.

critique of each paragraph of Rule 5.4 as adopted. In February and August 2000, concern that admission of nonlawyer professionals as partners in law firms would interfere with lawyers' professional independence and the preservation of the core values of the profession led the House of Delegates to reject proposals to allow partnerships with nonlawyer professionals and to direct that no change be made to Rule 5.4. See ABA House of Delegates Revised Report 10F, adopted July 10-11, 2000.

7. See, e.g., ABA Formal Op. Formal Op. 93-374, FORMAL AND INFORMAL ETHICS OPINIONS 1983-1998 at 182-84 (analyzing the four paragraphs of Rule 5.4 in light of its purpose to protect professional independence and concluding that the rule is not violated by a lawyer's sharing court-awarded fees with a pro bono organization that sponsors the litigation; the conclusion was based partly on the absence in such fee-sharing of any threat to the lawyer's independent professional judgment); ABA Formal Op. 88-356, *id.* at 35 (paying service fee to a temporary lawyer agency based on a percentage of lawyer's wages did not constitute illegal fee-splitting under Rule 5.4(a) or a violation of Rule 5.4(c)).

8. Rule 7.5(b). In the former Model Code of Professional Responsibility, the similar provision, DR 2-102(D), was phrased prohibitively rather than permissively and provided that a law partnership

shall not be formed or continued between or among lawyers licensed in different jurisdictions unless all enumerations of the members and associates of the firm on its letterhead and in other permissible listings make clear the jurisdictional limitations on those members and associates of the firm not licensed to practice in all listed jurisdictions; however, the same firm name may be used in each jurisdiction.

We believe the DR is the same in substance as Model Rule 7.5(b), which sets the parameters for properly listing nonadmitted lawyers in such a way as to comply with the Rule 7.1 proscription against making "a false or misleading communication about the lawyer or the lawyer's services."

The American Bar Association has, moreover, recognized the desirability of assuring the availability of foreign lawyers to assist clients in the United States with issues involving foreign law and has furthered the reciprocal opportunities for U.S. lawyers to practice abroad by adopting a "Model Rule for the Licensing of Legal Consultants."<sup>9</sup> This rule specifies that licensed foreign legal consultants may be partners in law firms, thus according some recognition to the arrangement.<sup>10</sup>

Rule 5.5<sup>11</sup> provides a basis for disciplining lawyers when they violate or assist in a violation of a jurisdiction's law practice admissions standards and unauthorized practice of law regulations.<sup>12</sup> These standards and regulations are for the

9. See ABA House of Delegates Report 105E, *Summary of Action Taken by the House of Delegates of the American Bar Association*, ABA 1993 ANNUAL MEETING, NEW YORK, NEW YORK, AUGUST 10-11, 1993, 29-34.

10. Once licensed, and with specified limitations on the scope of the legal consultant's practice, the consultant is subject to the licensing jurisdiction's rules of professional conduct and to discipline there and is subject to the attorney-client, work-product, and similar professional privileges. §§ 5, 6, *id.* at 31-33. Not surprisingly, restrictions on the scope of practice, § 4, *id.* at 31, resemble those that lawfully could be imposed on a legal professional licensed in one European community member country wishing to practice in another. See Detlev F. Vagts, *Professional Responsibility in Transborder Practice: Conflict and Resolution*, 13 *GEOR. J. LEG. ETHICS* 677, 686 (2000) (describing the effect of *Reyners v. Belgium*, 1974 E.C.R. 631, which stands for the proposition that citizens of other European countries cannot be excluded by one state from the practice of law). The ABA Model Foreign Consultant Rule is nearly identical to the New York Rule on licensing foreign legal consultants, *supra* note 3.

11. Rule 5.5 states:

A lawyer shall not:

(a) practice law in a jurisdiction where doing so violates the regulation of the legal profession in that jurisdiction; or

(b) assist a person who is not a member of the bar in the performance of activity that constitutes the unauthorized practice of law.

12. 2 HAZARD & HODES, *supra* note 6, at § 46-3. "Practicing law" is a regulatory concept dependent upon the law of each jurisdiction. Appropriate authorization to practice in a jurisdiction usually is gained through bar examination and general admission; admission as a lawyer either on motion or through a shorter bar examination; pro hac vice admission for occasional appearances in courts, arbitrations, or administrative hearings; authorization for in-house counsel to represent her employer; special licensure as a foreign legal consultant; or (as allowed by statute, rule or custom) temporary appearances in a jurisdiction in furtherance of matters having a relationship to another jurisdiction in which the lawyer is authorized to handle the legal matter. See 1 *RESTATEMENT (THIRD) OF THE LAW GOVERNING LAWYERS*, Topic 2, Title B § 3(3), *Jurisdictional Scope of the Practice of Law by a Lawyer* 24 (2000) (hereinafter "RESTATEMENT"), defining the jurisdictional scope of the practice of law by a lawyer as including provision of legal services to a client "at a place within a jurisdiction in which the lawyer is not admitted to the extent that the lawyer's activities arise out of or are otherwise reasonably related to the lawyer's practice in another jurisdiction where authorized." See also *cm. e, id.* at 26-30.

purpose of protecting clients and the jurisdiction's legal system from the adverse effects of incompetence or unethical conduct.<sup>13</sup> The rule is not violated by a foreign lawyer who, although a partner or associate in a law firm that has an office to practice law in the jurisdiction, nevertheless does not himself "practice law" in the jurisdiction as the term is defined there.

For these reasons, the Committee is of the opinion that U.S. lawyers may in general form partnerships with foreign lawyers provided the foreign lawyers satisfy the requirements described in the next part.

#### The Foreign Lawyer Must Be a Member of a Recognized Legal Profession

In order to qualify as a foreign lawyer for purposes of Rule 5.4, a person must be a member of a recognized legal profession in a foreign jurisdiction. The term "profession" itself generally connotes the attributes of education and formal training, licensure to practice, standards, and a system of sanctions for violations of the standards.<sup>14</sup> There nevertheless is no arbitrary definition of "lawyer" or "legal profession" that must be applied to determine whether a person in a foreign jurisdiction is a lawyer. The determination essentially is factual, requiring consideration of the jurisdiction's legal structure as well as the nature of the services customarily performed by the persons in question.

Generally speaking, a person who is specially trained to provide advice on the laws of the foreign jurisdiction and to represent clients in its legal system, and is licensed by the jurisdiction to do so, will qualify as a foreign lawyer. Before accepting a foreign lawyer as a partner, the responsible lawyers of a U.S. law firm must take reasonable steps to ensure that the foreign lawyer is a member of a recognized legal profession authorized to engage in the practice of law in the foreign jurisdiction and that the arrangement complies with the law of the jurisdictions where the firm practices.<sup>15</sup> For example, foreign lawyers admitted to practice in

13. See, e.g., RESTATEMENT, Topic 2, Title A, *Admission to Practice Law*, *Introductory Note*, *supra* note 12, at 16: "[i]n general, a jurisdiction's requirements for admission and for renewal of a license to practice law are best designed when directed primarily toward protecting the legal system against incompetent practitioners or those whose professional acts would predictably cause harm to clients, the legal system or the public."

14. A precise definition of "profession" has been subject to debate. See, e.g., "... *In the Spirit of Public Service: A Blueprint for the Rekindling of Lawyer Professionalism*, 1986 ABA COMMISSION ON PROFESSIONALISM 10-11 and sources cited therein. Dean Pound cites as three attributes of a profession: organization, learning, and a spirit of public service. See ROSCOE POUND, *THE LAWYER FROM ANTIQUITY TO MODERN TIMES* 4-10 (1953).

15. State and local bar ethics committees have imposed similar obligations on lawyers in firms that admit foreign lawyers to partnership. See, e.g., Association of the Bar of the City of New York Committee on Prof. and Judicial Ethics Formal Op. 81-72 (commenting on letterhead designations of foreign lawyers and noting that whether New York lawyers may form a partnership relationship with a foreign law firm requires a factual inquiry "whether the training of and ethical standards applicable to the foreign lawyer are comparable to those for an American lawyer" such that the for-



Sweden, Japan, Great Britain and other European Union countries would satisfy these requirements and have been found by bar association ethics committees to qualify for partnership in U.S. law firms.<sup>16</sup>

If, however, professionals in a foreign jurisdiction are not members of a recognized legal profession in that jurisdiction, the professionals should, in our opinion, be considered nonlawyers rather than lawyers for purposes of Model Rule 5.4. Hence, they would not be eligible for partnership in a U.S. law firm. For example, qualification as foreign lawyer for purposes of Rule 5.4 ordinarily should be accorded members of the profession of *avocat* (courtroom lawyer) or *conseil juridique* (transactional or business lawyer), but might not be accorded members of the profession of *notario* or notary, a substantially different functionary in most civil law jurisdictions.<sup>17</sup> In some countries, moreover, there may be no recognized

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eign lawyer is a "lawyer" within the meaning of DR 3-103(A) of the New York Code of Professional Responsibility); Utah State Bar Ethics Advisory Op. 96-14 (January 24, 1997) (Utah lawyer may form a partnership or associate with legal practitioners from a foreign country who are authorized by the laws of the foreign country to engage in the functional equivalent of U.S. legal practice).

16. See New York State Bar Ass. Committee on Prof. Ethics Op. 658 (1994) (under DR's 2-102(C), 2-102(D), 3-103(A), it is permissible for Swedish law firm to form partnership with New York firm, subject to compliance with law); New York State Bar Ass. Committee on Prof. Ethics Op. 646 (1993) (approving partnership with Japanese lawyer practicing in New York); New York State Bar Ass. Committee on Prof. Ethics Op. 542 (1982) (approving partnership with British solicitor to practice in New York); Philadelphia Bar Ass. Prof. Guidance Committee Guidance Op. No. 92-19, 1992 WL 405939 (December 1992) (Pennsylvania lawyers may form partnerships with lawyers admitted to practice outside U.S.); Iowa Supreme Court Bd. of Prof. Ethics and Conduct Op. 97-25 (March 3, 1998) (Iowa lawyer may practice law in a partnership that includes English solicitors practicing in England and Wales). Compare with Virginia Legal Ethics Op. 1743 (April 13, 2000) (improper for a Virginia lawyer to form partnership with a foreign legal consultant not admitted to practice in the U.S.; lawyer licensed in another country considered "non-lawyer" for purposes of Virginia's Unauthorized Practice of Law Rules, Va. S. Ct. R., pt. 6, § 1). See also Laurel S. Terry, *An Introduction to the European Community's Legal Ethics Code Part I: An Analysis of the CCBE Code of Conduct*, 7 GEO. J. OF LEGAL ETHICS 1 (Fall 1993) (comprehensive discussion of the CCBE (European Bar Council) Code of Professional Conduct and the relationship of its provisions to the various related, but different, provisions of many European Union countries).

17. In Belgium, "[t]ransfer of real estate and authentication of signatures, wills, etc. is the monopoly of notaries, who remain organized separately from the lawyers. Whereas lawyers have the possibility to advise in matters falling within the competence of notaries, they have no authority to perform the official functions of a notary. Quite often, the notary and lawyer will therefore work together, although it is not yet permitted that lawyers and notaries combine their offices in the firm." Roel Nieuwdoorp, *Belgium in LAW WITHOUT FRONTIERS, A COMPARATIVE SURVEY OF THE RULES OF PROFESSIONAL ETHICS APPLICABLE TO CROSS-BORDER PRACTICE OF LAW 30* (Edwin Godfrey ed. 1995), a publication containing essays on the ethical and regulatory rules applicable in most European Union countries.

legal profession. In that case, admitting the foreign professional as a partner or sharing legal fees with the foreign professional also would not be ethically permissible under Rule 5.4.<sup>18</sup>

The law and ethical standards applicable to the legal profession in foreign countries will differ from some of the law and ethical standards that apply to U.S. lawyers. For example, the scope of client confidentiality may differ, just as Rule 1.6 and the attorney-client privilege differ among United States jurisdictions.<sup>19</sup> This difference would not disqualify a foreign lawyer from partnership in a U.S. law firm. However, when necessary to enable a client to make informed decisions about representation in a foreign jurisdiction where the attorney-client privilege is materially more limited than in the United States, a lawyer working on the matter in a U.S. office has an obligation under Rules 1.4 and 1.6 to explain the risks of diminished protection to the client. Moreover, responsible lawyers in U.S. law firms must, in accordance with Rule 5.1,<sup>20</sup> make reasonable efforts to ensure that

18. The Model Rules would not, however, bar a contractual relationship with a separate organization in which the foreign professionals were partners that could, with appropriate disclosures, also be partly owned by U.S. lawyers as a law-related entity. See Rule 5.7. Lawyers also may use nonlawyers as "paraprofessionals" to assist them in the performance of legal services as long as the nonlawyers are supervised appropriately. See Rule 5.5 cmt. [1] (not assisting unauthorized practice for a lawyer to employ "the services of paraprofessionals and [delegates] functions to them, as long as the lawyer supervises the delegated work and retains responsibility for their work" as provided in Rule 5.3).

19. Wholly apart from admission of foreign lawyers to partnership, protecting client confidences is a major concern in any transnational legal representation. In most civil law countries, the attorney-client privilege applies differently, and may not apply at all in some circumstances where it would be applicable in the United States, e.g., to communications with in-house, corporate counsel. See generally DaikicYoshida, *The Applicability of the Attorney-Client Privilege to Communications with Foreign Legal Professionals*, 66 *FORDHAM L. REV.* 209, 227 (1997); Joseph Pratt, *The Parameters of the Attorney-Client Privilege for In-House Counsel at the International Level: Protecting the Company's Confidential Information*, 20 *N.W.J. INT'L. LAW & BUS.* 145, 159 (1999).

20. Rule 5.1 states:

(a) A partner in a law firm shall make reasonable efforts to ensure that the firm has in effect measures giving reasonable assurance that all lawyers in the firm conform to the Rules of Professional Conduct.

(b) A lawyer having direct supervisory authority over another lawyer shall make reasonable efforts to ensure that the other lawyer conforms to the Rules of Professional Conduct.

(c) A lawyer shall be responsible for another lawyer's violation of the Rules of Professional Conduct if:

(1) the lawyer orders or, with knowledge of the specific conduct, ratifies the conduct involved; or

(2) the lawyer is a partner in the law firm in which the other lawyer practices, or has direct supervisory authority over the other lawyer, and knows of the conduct at a time when its consequences can be avoided or mitigated but fails to take reasonable remedial action.

client information respecting matters in their U.S. offices is protected in accordance with Rule 1.6, that conflicts with the interests of clients with U.S. matters are managed as Rule 1.7 and related rules require, and that all the lawyers in the firm comply with other applicable rules of professional conduct.<sup>21</sup>

Finally, when foreign lawyers are partners in or otherwise are associated with U.S. law firms, the U.S. lawyers in the firm are prohibited by Rule 5.5(b) from assisting their foreign partners and associates in what would be deemed the unauthorized practice of law in any U.S. jurisdiction. Calling upon a foreign lawyer to provide advice on the law of a foreign jurisdiction to a client who is located in a U.S. jurisdiction, however, ordinarily should not violate Rule 5.5 even though the foreign lawyer neither is admitted to practice generally nor licensed as a foreign legal consultant as long as the foreign lawyer is not regularly in the jurisdiction and the matter has a relationship to the jurisdiction in which the foreign lawyer is admitted or otherwise permitted to practice.<sup>22</sup>

#### Summary

In the Committee's opinion, it is ethically permissible under the Model Rules for U.S. lawyers to form partnerships or other entities in which foreign lawyers are partners or owners, as long as the foreign lawyers are members of a recognized legal profession in the foreign jurisdiction, and the arrangement complies with laws of the U.S. and foreign jurisdictions in which the firm practices. Persons who are not members of a recognized legal profession, including those from jurisdictions with no recognized legal profession, do not qualify as lawyers for purposes of Rule 5.4. Responsible lawyers in a U.S. law firm must make reasonable efforts to ensure that foreign lawyers admitted to partnership or ownership in the firm satisfy these requirements; that the arrangement is in compliance with the law of jurisdictions where the firm practices; that matters in their U.S. offices that involve representation in a foreign jurisdiction are managed in accordance with applicable Model Rules; and that all lawyers in the firms comply with other applicable ethical rules.

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21. We apply the term "rules of professional conduct" to mean the Model Rules, if in effect in a jurisdiction, but if not, other denominated ethical and disciplinary standards in effect in U.S. and foreign jurisdictions, the rules in which apply to the conduct in question. We do not, however, address here the difficult choice of law issues that arise when determining which jurisdictions' ethical and disciplinary standards apply to lawyers engaged in a multinational legal matter. See Model Rule 8.5(b).

22. See, e.g., Virginia Unauthorized Practice of Law Committee Op. No. 195 (April 13, 2000); RESTATEMENT, *supra* note 12, at 24, Topic 2, Title B § 3, *Jurisdictional Scope of the Practice of Law by a Lawyer* 24 (incidental work in a jurisdiction where a lawyer is not admitted to practice that is related to a legal matter on which the lawyer works from an office in a jurisdiction where the lawyer is admitted does not involve unauthorized practice of law). From an ethical standpoint, a foreign lawyer should be afforded the same treatment although the law in each jurisdiction determines what conduct constitutes unauthorized practice of law.

Statement of Costs

T. Andrew Ragusin

10PDJ0011/01PDJ035/01UPL035  
01UPL11/03UPL065/09UPL142  
09UPL127/09UPL140/10SA067

4/4/2002	Courier Service	4.00
6/6/2002	Camera & Developing	23.30
6/20/2003	Translation	30.00
7/24/2003	Translation	30.00
9/26/2003	Translation	280.00
9/30/2003	Camera & Developing	52.22
12/15/2004	Deposition/Ragusin	120.00
1/8/2010	Translation	1,596.09
1/20/2010	Process Service	45.00
2/2/2010	Courier Service	20.90
2/12/2010	Deposition/Johnson	422.00
2/16/2010	Deposition/Reynolds	278.75
3/5/2010	Process Service	37.00
11/17/2010	Administrative Fee	91.00
	<b>Amount Due</b>	<b>\$ 3,030.26</b>



4/04/02

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600-17TH ST  
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Caller: ELVIA

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Wght: 1 Lbs

*01 upl 035*

Base Chg

4.00

4.00

6-6-02 Eric Nickerson

Case # 01UPL11 RAGUSIN

camera develop pictures

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01.00-35-

WOLF CAMERA #1363 (303)-592-7991  
16th St. Mall

1363 11 7160 4/24/2002 62103

541390229 FUNSAVER 35 W/FLASH 5.99

SUBTOTAL 5.99  
TAXABLE 5.99  
TAX .43  
TOTAL 6.42

TENDERED VISA 6.42  
4323853086378502 9/03 712720  
NICKERSON/ ERIC  
ASSOCIATE: NEFL

This receipt must be with all returns & warranty repair requests. Mdse must be new, in original packaging with unopened software. All digital, video & cellular units must be returned within 18 days. All others must be returned within 30 days. Cash refunds over \$50 paid by check.

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Register #9 Transaction #197002  
Cashier #61863784 6/06/02 9:40AM


1 ONE HOUR PHOTO 15.75 T


1 Items Subtotal 15.75  
Tax 1.13  
Total 16.88

\*PAID BY VISA\*  
VISA card \* #XXXXXXXXXXXX8902  
Exp 9/30/03 App # AJTO  
Ref # 216893  
Card Present

Total 16.88  
Tendered 16.88  
Change .00

**PETTY CASH**

DATE 6-6-02  
AMOUNT \$23.30  
APPROVAL HRA  
ACCOUNT  
NUMBER  
TOPS  FORM 4108

FOR Camera & developing pictures  
Case # 01UPL11  
To ANDREW RAGUSIN  
RECEIVED BY 

for customer service

#23.30

6/20/2003

Translation

Michael Amon

\$30.00

Case Numbers:

01UPL035

01UPL11

6559 Jungfrau Way  
Evergreen, CO 80439

July 24, 2003

Susan L. Berry  
Administrative Assistant  
(303) 893-8121 X 307  
Colorado Supreme Court  
Attorney Regulation Counsel

The charge for this translation (letter from to Christine Weirauch to John Gleason re. Andrew Ragusin) is \$30.00.  
Please send a check payable to Michele Amon to the above address. Thank you.

Sincerely,  
Michele Amon  
(303) 670-3149

01UPLD35

(303) 670-3149



9/26/2003

Maria Halloran

Translation

01UPL035

\$ 280.00

February 28<sup>th</sup>, 2002

Dorothy -

Here are the receipts we discussed on the phone - please reimburse me, directly. The expenses were necessary to purchase disposable cameras and then developing the film. I've high lighted my actual cost for each item -

The case information is:

People v T. Andrew Ragusin, case #'s 01-PDJ-0011 & 01-PDJ-035.

Call with any questions, ext. 304 - thanks -

Nick

*Handwritten initials and scribbles*



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Store #06186  
750 16TH ST. MALL  
DENVER, CO 80202  
(303) 534-7824

FEB 28 2002

CK. #022609

Register #4 Transaction #572662  
Cashier #61869151 2/20/02 10:18AM

1 BALANCE BAR OUTDOOR CRNCH 1.29 T  
~~1 RARA DISP CAM 1/2 SH 24-36 6.99 T~~  
~~1 FRONT SALES REG 1/9/99~~  
1 EVIAN WATER 1/2 LITER 1.09 T

3 Items Subtotal 9.37  
Tax .67  
Total 10.04

\*PAID BY VISA\* 10.04

VISA card \* #XXXXXXXXXXXX8902  
Exp 9/30/03 App # AUTO  
Ref # 490800  
Card Present

Tendered 10.04  
Cash Change .00

*Handwritten vertical text: Ragusin 01PDJ011 01PDJ035*

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DENVER, CO 80202  
(303) 534-7824

FEB 28 2002

CK. #022609

Register #7 Transaction #139826  
Cashier #61862307 2/21/02 2:17PM

~~PHONE HOUR PHOTO~~ 22.63  
1 Items Subtotal 22.63  
Tax 1.62  
Total 24.25

\*PAID BY VISA\*  
VISA card \* #XXXXXXXXXXXX8902

Exp 9/30/03 App # MAN  
Ref # 053110  
Card Present

Tendered 24.25  
Cash Change .00

*Handwritten vertical text: Ragusin 01PDJ 011 01PDJ 035*

*Handwritten signature: J. J. J.*


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DENVER, CO 80232  
(303) 534-7824

FEB 28 2002

Register #9 Transaction #189937  
Cashier #61863135 2/27/02 1:08PM

OK # 022609

ONE HOUR PHOTO 11:09PT

1 Items	Subtotal	11.09
	Tax	.79
	<b>Total</b>	<b>11.88</b>

\*PAID BY VISA\*

VISA card \* #XXXXXXXXXXXX8902

Exp 9/30/03 App # AUTO

Ref # 541842

Card Present

Tendered	11.88
Cash Change	.00

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Ragusa sin  
01 POT 011  
01 POT 035



The Pharmacy America Trusts

I'm TALETHA. I'm here to serve you  
with our "7 Service Basics"

225 10 9083 00356 030

FUJI CAM 15X 1T 8.49  
SUBTOTAL 8.49

7.2% SALES TAX .61  
TOTAL 9.10

ACCT#\*\*\*\*\*8902  
CREDIT CARD 9.10 CHANGE .00

801 16 TH DENVER, CO

THANK YOU  
FOR FASTER SERVICE, CALL IN YOUR  
PRESCRIPTION 24 HOURS IN ADVANCE

RETAIN THIS RECEIPT FOR YOUR RECORDS

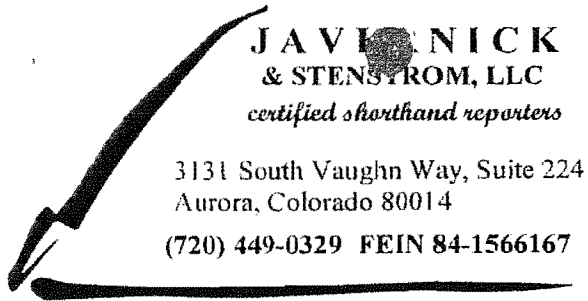
FEBRUARY 26, 2002 12:16 PM

PAID

FEB 28 2002

OK # 022609

Ragusa sin  
01 POT 011  
01 POT 035



**JAVENICK  
& STENSTROM, LLC**  
certified shorthand reporters

3131 South Vaughn Way, Suite 224  
Aurora, Colorado 80014  
(720) 449-0329 FEIN 84-1566167

**RECEIVED**

DEC 30 2004

**ATTORNEY  
REGULATION**

**INVOICE**

DATE	INVOICE #
12/29/2004	11384

**BILL TO:**  
CHARLES MORTIMER, ESQ.  
Assistant Regulation Counsel  
600 Seventeenth Street  
Suite 200 South  
Denver, Colorado 80202

**RE:**  
People v. T. Andrew Ragusin  
Supreme Court, State of Colorado  
Original Proceeding in Unauthorized  
Practice of Law Before the Attorney Regul  
Case No. 03UPL065

DUE DATE	REPORTER	SHIP DATE	SHIP VIA
1/29/2005	EV	12/29/2004	

QUANTITY	ITEM	DESCRIPTION	RATE	AMOUNT
1	AF- NO	Deposition of T. ANDREW RAGUSIN Appearance Fee	100.00	100.00
0.5	NO-Hours	Transcript Not Ordered Transcript Not Ordered Hours December 15, 2004	40.00	20.00

*Pls Pay  
CJG  
7/5/05 11:30 AM 1009*

Interest will be charged at the rate of 1.5% per month on any amount not paid within 30 days.

**Total** **\$120.00**

RECEIVED

JAN 15 2010

ATTORNEY  
REGULATION



TRANSPERFECT

Bill To:

Colorado Supreme Court  
Attn: Mr. Kevin Hanks  
1560 Broadway  
Suite 1800  
Denver, CO 80202  
USA

Requested By:

Mr. Kevin Hanks  
Colorado Supreme Court  
1560 Broadway  
Suite 1800  
Denver, CO 80202  
USA

Invoice #: 249837 /

Invoice Date: 01/08/2010 /

Invoice Due: 02/07/2010

Contract #: tpt211022

Sales Contact: Kristen Wiley  
(KWiley@transperfect.com)

Payment Terms: Net 30

Purchase Order #:

Project Notes:

Italian into English documents

Description	Quantity	Unit	Unit Cost (US\$)	Extended Cost (US\$)
Italian to English Certification	1.00	Each	25 000	25.00
Formatting	1.00	Each	200 000	200.00
Translation and Proofreading	6,529.00	Words	0.210	1,371.09

*T. ANDREW RABUSIN*

*Copy: This is for the second invoice for this work. Okay to pay if not paid to date. Register quarterly. 1/16*

Total to Bill this Contract:	US\$ 1,596.09
Tax Amount:	US\$ 0.00
Total Amount Due:	US\$ 1,596.09

PAYMENT INSTRUCTIONS

**Please remit payment to:**  
TransPerfect Translations International Inc.  
Attn.: Accounts Receivable  
Three Park Avenue, 39th Floor  
New York, NY 10016

**Wire Transfer Details:**  
Citibank, N.A.  
A/C #: 06541211  
ABA Routing #: 021000089  
SWIFT CODE: CITIUS33  
Tax ID #: 13-3686771

Please reference the Contract # tpt211022 and Invoice # 249837 with your remittance.  
Interest will be charged at the rate of 1.5% per month (or the maximum allowed by law) for accounts more than 30 days past due

TRANSPERFECT GLOBAL HQ • 3 PARK AVENUE, 39TH FLOOR, NEW YORK, NY 10016  
T +1 212 689.5555 F +1 212 689 1059 • E-MAIL AR@TRANSPERFECT.COM  
WWW.TRANSPERFECT.COM

*716-51930-00-9009*

# Checkmate, Inc.

EIN #84-0763803  
438 Bannock Street  
Denver, CO 80204

(303) 778-7630 Fax (303) 778-1310  
ckmate@checkmateinc.com

BILL TO:

ATTORNEY REGULATION COUNSEL  
1560 BROADWAY, #1800  
DENVER CO 80202

KEVIN HANKS

## INVOICE

DATE INVOICE #

1/20/2010 ✓

143816 ✓

SUBPOENA  
1/19/10 @ 7:20PM  
AFFIANT: SHARP

Net 15 - Due 2/4/2010

### DESCRIPTION

### AMOUNT

COLORADO V T. A. RAGUSIN  
SUPREME COLORADO - 09UPL127, 09UPL140, 09UPL142

T. ANDREW RAGUSIN  
9564 KALAMERE CT  
DOUGLAS COUNTY, CO

Service Fee

45.00

*1/21  
day to pay  
Key*

*1/21 11:30 AM*

*10*

**TOTAL** / \$45.00

✓ 2/02/10

767:55 STD

SUPREME COURT ATTORNEY REGULATION  
1560 BROADWAY  
DENVER CO 80202  
Caller: KEVEN HANKS  
Signed: LEFT AT DOOR

T. ANDREW RAGUSIN  
9564 KALANERE CT  
HIGHLANDS RANCH CO  
Wght: 1 Lbs  
Your Ref: RAGUSIN

Base Chg: 19.00  
FUEL CHG : 1.90

20.90



**JAVELICK  
& STENSTROM, LLC**  
certified shorthand reporters

3131 South Vaughn Way, Suite 224  
Aurora, Colorado 80014  
(720) 449-0329 FEIN 84-1566167

RECEIVED

MAR 12 2010

ATTORNEY  
REGULATION

**INVOICE**

DATE	INVOICE #
3/9/2010 ✓	15453 ✓

<b>BILL TO:</b>
KIM E. IKELER, ESQ. Office of Attorney Regulation Counsel 1560 Broadway Suite 1800 Denver, Colorado 80202

<b>RE:</b>
People v. T. Andrew Ragusin Supreme Court, State of Colorado Investigative Proceeding in <u>Unauthorized</u> Practice of Law Case No. 09UPL127

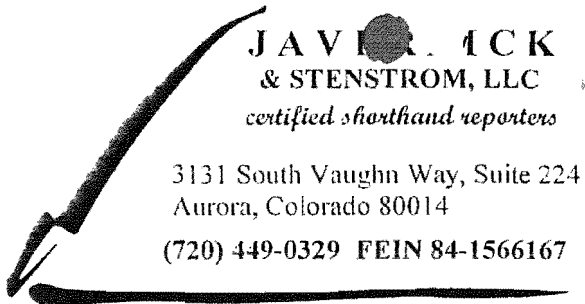
DUE DATE	REPORTER	SHIP DATE	SHIP VIA
4/9/2010	ES	2/25/2010	UPS

QUANTITY	ITEM	DESCRIPTION	RATE	AMOUNT
72	Depo ARC	Deposition of LELAND MATTHEW JOHNSON, ESQ. Original Transcript Preparation February 12, 2010	3.75	270.00
189	Exhibits	Exhibit Copying	0.30	56.70
2	Index Tabs	Index Tabs	0.15	0.30
1	AF - Half Day	Appearance Fee - Half Day	75.00	75.00
1	0+1 Delivery	Delivery (Original and copy)	20.00	20.00

3/11  
okay to  
pay  
JES  
5/13/10 10/10/10

Interest will be charged at the rate of 1.5% per month on any amount not paid within 30 days.	<b>Total</b>	\$422.00
---	--------------	----------





**JAVIER LICK  
& STENSTROM, LLC**  
certified shorthand reporters

3131 South Vaughn Way, Suite 224  
Aurora, Colorado 80014  
(720) 449-0329 FEIN 84-1566167

RECEIVED

MAR 13 2010

ATTORNEY  
REGULATION

**INVOICE**

DATE	INVOICE #
3/9/2010	15454

<b>BILL TO:</b>
KIM E. IKELER, ESQ. Office of Attorney Regulation Counsel 1560 Broadway Suite 1800 Denver, Colorado 80202

<b>RE:</b>
People v. T. Andrew Ragusin Supreme Court, State of Colorado Investigative Proceeding in Unauthorized Practice of Law Case No. 09UPL140

DUE DATE	REPORTER	SHIP DATE	SHIP VIA
4/9/2010	ES	2/26/2010	UPS

QUANTITY	ITEM	DESCRIPTION	RATE	AMOUNT
49	Depo ARC	Deposition of LEE ANN REYNOLDS Original Transcript Preparation February 16, 2010	3.75	183.75
1	AF - Half Day	Appearance Fee - Half Day	75.00	75.00
1	0+1 Delivery	Delivery (Original and copy)	20.00	20.00

*3/11  
check to pay  
LEE  
716-51738-009 10/11*

Interest will be charged at the rate of 1.5% per month on any amount not paid within 30 days.	<b>Total</b>	<b>\$278.75</b>
---	--------------	-----------------

COLORADO SUPREME COURT  
ATTORNEY REGULATION COUNSEL

Regulation Counsel

Regulation Counsel  
John S. Gleason

Chief Deputy Regulation Counsel  
Nancy L. Cohen

Deputy Regulation Counsel  
James C. Coyle



Attorneys' Fund for Client Protection  
Unauthorized Practice of Law

Stephen R. Fatzinger  
Lisa E. Frankel  
Margaret B. Funk  
Kim E. Ikeler  
Elizabeth Espinosa Krupa  
Cynthia D. Mares  
April M. McMurrey  
Charles E. Mortimer, Jr.  
Matthew A. Samuelson  
Louise Culberson-Smith  
James S. Sudler

March 5, 2010

Denver Sheriff's Dept. ✓  
10500 East Smith Road  
Denver, CO 80239

Re: People v. T. Andrew Ragusin, 2010SA0067 Service of Process

To Whom It May Concern:

Mr. T. Andrew Ragusin is currently a resident at the Denver County Jail located at 10500 East Smith Road, Denver, CO 80239. His inmate number is 2010018228. Enclosed with this letter are two copies of the Petition for Contempt Citation and Injunction, the Order of Injunction, Citation to Show Cause, and a check for \$37,000. Please have Mr. Ragusin service at the Denver County Jail.

Once served would you please send the Affidavit of Service to:

Kim E. Ikeler, Esq.  
Office of Attorney Regulation Counsel  
1560 Broadway, Suite 1800  
Denver, CO 80202

Please let me know if you have any questions.

Very truly yours,

KIM E. IKELER  
Assistant Regulation Counsel  
303-866-6440

KEI/kh  
Enclosures

716-51430-33-3311