

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

Leticia Aguirre., No. 178077  
1321 Lotta Dr.  
Los Angeles Ca 90063  
(323) 253-2777  
Respondent  
In Pro Se

**FILED**  
**MAR 27 2019**  
STATE BAR COURT  
CLERK'S OFFICE  
LOS ANGELES

STATE BAR COURT

HEARING DEPARTMENT LOS ANGELES

STATE BAR OF CALIFORNIA	)	Case No. 16-0-15594, 18-0-17276
	)	
Petitioner	)	RESPONDENTS ANSWER TO
	)	DISCIPLINARY CHARGES
vs.	)	
	)	
	)	
LETICIA AGUIRRE	)	
No. 178077	)	
	)	
Respondent	)	
	)	
	)	

TO THE LADIES AND GENTLEMEN OF THE STATE BAR OF CALIFORNIA  
AND THEIR CHOSEN ATTORNEY OF RECORD.

COMES NOW LETICIA AGUIRRE, a member of the state bar, on her own behalf (in propria  
Persona) as and for exculpatory evidence to disprove the allegations sought to be alleged as acts of  
Professional Misconduct.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

JURISDICTION

I Leticia Aguirre, (respondent) was admitted to the practice of law in the state of California on December 1, 1995, was a member at all times pertinent to these alleged charges, and Is currently a member of the state bar of California.

COUNT 1

Case No. 16-0-15594

RESPONSE TO COUNT 1 – AIDING THE UNAUTHORIZED PRACTICE OF LAW

[FORMER RULES OF PROFESSIONAL CONDUCT, RULE 1-300(A)]

RESPONDENT SPECIFICALLY DENIES VIOLATION OF COUNT 1.

“Rule1-300(A) Unauthorize Practice Of Law states in part the following.; ‘ A member shall not aid any person or entity in the unauthorized practice of law.” It does not state however, that an attorney cannot use the services of a paralegal to facilitate his or her practice of law. Respondent is allowed to have her paralegal interview potential clients and gather information regarding a potential case, however, the paralegal cannot decide whether or not to accept representation of a particular case. In this case respondent alone made the decision to accept Mrs. Laura Valdez Alcala’s marital

1 dissolution case. Respondent specifically denies allowing her paralegal, Francis Ferruffino to  
2 negotiate fees and costs.

3 Respondent further denies that Ferruffino was allowed to provide legal  
4 advice and opinions of her own accord. At no point in time did Ferruffino hold herself out as an  
5 attorney. At no point did she represent Mrs. Alcalá in any court proceedings. Ferruffino merely  
6 relayed information that respondent provided. Ferruffino did not make any judgment calls on her  
7 own. The amount of fees were never negotiated by Ferruffino. Respondent determined the fees and  
8 costs.  
9

10  
11 In addition to the above, Plaintiff also alleges Ferruffino entered into contracts with an appearance  
12 Attorney, was allowed to relay settlement offers and communicate settlement offers with opposing  
13 council as it related to Laura Valdez Alcalá's marital dissolution. These allegations do not  
14 constitute a violation. Mrs. Ferruffino, as respondents paralegal and at respondents direction,  
15 engaged in conduct necessary to advance Mrs Laura Valdez's dissolution of marriage case. The court  
16 dealing with several personal issues that prevented her from personally calling and discussing the a  
17 bove with opposing counsel or the appearance attorney during normal business hours. None the less  
18 respondent was able to contact Mrs Ferruffino after hours and to specifically instruct her as to what  
19 respondent wanted ferruffino to relay to each of the above parties. Mrs Ferruffinos conversations were  
20 ment merely to provide direction as to what respondent expected the  
21  
22  
23

1 appearance attorney to accomplish. Ferruffino was to inform opposing counsel as to respondents  
2 position on the issues and report to respondent for further discussion. Once again the above conduct  
3 does not raise to the level of aiding in the unauthorized practice of law as prescribed in Former Rules  
4 of Professional Conduct Rule 1 – 300(A). Neither the client, opposing counsel nor the appearance  
5 attorney were ever under any impression that Mrs. Ferruffino was an attorney. In fact, Mrs Ferruffino  
6 specifically informed all parties as to her position as paralegal and as to the scope of what she could  
7 or could not do based upon her discussions with respondent. Mrs Ferruffino reported to respondent  
8 both prior to and after any communication with the client or opposing counsel. The Court  
9 should also note that this is a Family law case which was merely at its inception. Thus, Mrs  
10 Ferruffino's contact with opposing counsel was minimal and intended merely to convey respondents  
11 position on Mrs Valdez's case.

12  
13  
14 Trial counsel also points to an incident in which Ferruffino instructed Alcalá to meet at her home  
15 to sign all divorce documents and that Ferruffino also instructed Alcalá to file and serve the  
16 documents herself. Trial Counsel fails to include that the meeting scheduled at Ferruffino's home  
17 was an attempt to accommodate Alcalá since she had indicated how difficult it was for her to meet  
18 during normal working hours. Due to respondents personal situation at the time, she also found it  
19 convenient to meet at Ferruffino home as well. Ferruffino's  
20 home is located mid distance between respondents home and that of Alcalá. Alcalá never attended the  
21 meeting, even though this meeting had been  
22  
23

1 specifically scheduled for Alcala to not only sign the divorce documents but also, to meet with  
2 respondent in order to clarify any questions she might have .  
3

4 e. At no point has respondent aided in the unauthorized practice of law. Trial Counsel has not  
5 established any facts to prove otherwise. Respondent therefor request this  
6 honorable court to dismiss count.1  
7  
8  
9  
10  
11

12 2

13 COUNT 2

14 CASE NO. 16-0-15594

15 Former Rules of Professional Conduct Rule 1-320(A)

16 s sharing Legal Fees With a Non-Lawyer]

17  
18 RESPONDENT SPECIFICALLY DENIES sharing fees with Francis Ferruffino, a non lawyer, in  
19 relation to Laura Valdez Alcala's marital dissolution . At no time has respondent ever shared fees,  
20 split fees or in any way set up any percentage of any Fee to be divided between her paralegal, Francis  
21 Ferruffino and herself. . Mrs. Ferruffino's hourly wage ranges between \$28 and \$30 per hour.  
22 Ferruffino is also paid per task depending on the situation.. In Alcala's case respondent instructed  
23 ferruffino, to open the case, to prepare the divorce petition, request for order, income and expense

1 and the required copies and proofs of services. Respondent gave Ferruffino tasks and deadlines and  
2 she was paid accordingly..

3 Trial counsel points to an incident in which Ferruffino instructed Alacala to deposit \$3000 into  
4 Ferruffino's bank account for fees. Counsel also indicates Alacala paid the fees and states that  
5 Ferruffino gave \$2000 of those fees to respondent and kept \$1000 for herself. Trial Counsel is  
6 manipulating the order of events in an attempt to reach the conclusion that respondent and Ferruffino  
7 were sharing fees. This conclusion is strictly speculative. Trial counsel is also misstating the  
8 amounts deposited. The court should also note that it was Alacala's request to be allowed to deposit  
9 her legal fees via Wells Fargo/ e-mail application. Alacala indicated she did not have time to go to the  
10 bank and that she and Ferruffino banked at the same instution therefore, it would be to her  
11 convenience to deposit directly.. After being informed by Ferruffino, respondent acquiesced to  
12 Alacala's request.( The court should note that Alacala and Ferruffino's acquaintance is due to Alacala  
13 dating Ferruffino's friend). Alacala's funds were deposited into Ferruffino's account. Ferruffino's  
14 account merely served as an improvised temporary instrument to convert check to cash, to  
15 accommodate Alacala and to address her need for expediency.

16 Mrs. Alacala deposited \$1000 into Ferruffino's bank account on march 1, 2016. Another deposit was  
17 made on april 1, 2016. Ferruffino did not keep \$1000 for herself and did not withdraw \$2000 for  
18 respondent as indicated by Trial Counsel. Ferruffino provided respondent with the entire \$3000.

19 Respondent respectfully request this court to dismiss the above count as unfounded and without  
20 merit. Said allegation is based on pure speculation and conjecture

21  
22  
23  
COUNT 3

Case No. 16-0-15594

Former Rules Of Professional Conduct, Rule 3-110(A)

{Failure to Perform with Competence}

Respondent denies the above allegation. Trial Counsel alleges that respondent failed to provide services of value to Alcalá. Trial counsel alleges that respondent did not file Alcalá's divorce petition, request for order and income and expense declaration and failed to serve them on the opposing party. Trial Counsel fails to inform the court that all pertinent documents were prepared on Mrs Alcalá's behalf. The court should note that respondent is a sole practitioner running a small office. Respondent contracts one paralegal for the purpose of family law. A receptionist is provided for answering phones only. Respondent's family law cases usually take approximately two to three days to file through an attorney service. Mrs Alcalá did not want to wait two to three days. In fact she had requested that respondent's office work late in order to complete her documents by March 8, 2016. Alcalá insisted on meeting at the office at 9:00 p.m. the same day she was notified that her documents were completed. Due to respondent's paralegal's acquaintance with Alcalá, and in an effort to accommodate ALCALÁ, Respondent's paralegal volunteered to meet Alcalá at her home. Ferrufino was acquainted with Alcalá as she was dating Ferrufino's friend. All documents were prepared for Alcalá and she was given step by step instructions on how to file said documents. The case was filed and calendared. Opposing party was also served. The documents prepared on Mrs Alcalá's behalf were and are of value to the extent that her case was heard in court and she obtained a favorable temporary order. Not all clients get everything they want especially at the first hearing. In Alcalá's case the court ruled according to what was presented at this early stage of the proceedings.

On May 1, 2016, Ferrufino contacted Alcalá indicating that an appearance attorney would be appearing on respondent's behalf. The following day, May 2<sup>nd</sup>, 2016, Ferrufino explained that respondent's mother was ill. Attorney Hartog appeared on respondent's behalf on May 2, 2016. Attorney Hartog is a reputable family law attorney who is more than competent in making appearances on behalf of clients in matters such as Alcalá's.

Trial counsel also alleges failure to file fee waiver application and failure to appear at fee waiver hearing as a violation of Rule 3-110(A). Again Trial Counsel fails to inform this court that Mrs

1 Alcala opted to save money and decided to file herself. The fee waiver documentation was prepared  
2 on her behalf and the case was calendered for hearing on May 9, 2016. Mrs Alcala was specifically  
3 informed that respondent would not be representing her at the fee waiver hearing. She was informed  
4 that attorney representation at the fee waiver hearing was not included in the legal fees . The  
preparation of fee waiver was included and was prepared for Mrs Alcala .

5 Trial counsel also erroneously implied that respondents failure to physically file and represent  
6 client Alcala In her fee waiver resulted in the courts denial of the fee waiver. Such is not the case.  
7 Mrs. Alcala's fee waiver was denied at the hearing because in her own words, she failed to appear in  
8 court. Alcala sent ferruffino a text indicating that she failed to attend the court date. Not with  
9 standing Mrs Alcalas failure to appear the fee waiver was granted at a later hearing..Alcala did not  
suffer damages.

10 Trial Counsel alleges respondent failed to communicate with opposing counsel. According to  
11 Counsel said failure was intentional and reckless. If not intentional or reckless then respondents act  
12 was performed without competence as required by rule 3-110(A).. Respondent denies the above  
13 allegation. Respondent reminds the court that the above allegations are derived merely from  
14 conjecture and speculation. In addition, this case was at its mere inception. Discovery was about to  
15 be exchanged. Communication was conducted and confirmed electronically. Due to respondents  
16 personal situation much of respondents communication was done thru the use of her paralegal..  
17 Respondent personally instructed Ferruffino on what information to convey and what information to  
18 obtain. It is not a violation of Rule 3-110(A) if one uses a paralegal to relay information as long as  
19 they are closely supervised.,not purporting to be an attorney and not giving actual legal advice.

18 Trial Counsel also alleges that the work performed for Mrs Alcala was of no value to her. Trial  
19 Counsel surmises that but for respondents alleged violation Mrs Alcala would be in a better position  
20 than that which she is in now. That respondents alleged acts render her work of no value. The  
21 services I rendered for mrs Alcala were those which I was hired to do. In many fields but especially  
22 that of family law more  
23



1 often than not parties do not always get everything they want when they want it. However not  
2 obtaining what one wants does not equate with incompetence or failure to perform. Mrs Alcalá  
3 obtained a temporary order, she was represented at the hearing by competent attorney. Respondents  
4 office worked diligently and after hours on her case. All efforts were made to accommodate Alcalá.

5 Finally, the court should note that Mrs Alcalá never expressed concern over respondents  
6 representation either via e-mail or text. The above facts do not indicate a failure to perform with  
7 competence in violation of Former Rules of Professional Conduct Rule 3-110(a). Therefore respondent  
8 respectfully request this court to dismiss Count 3

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
Count 4

Case No. 16-0-15594

Former Rules Of Professional Conduct, Rule 3-700(D)(2)

{Failure to Refund Unearned Fees}

14 Respondent specifically denies the allegation. Trial Counsel erroneously concludes that a surplus  
15 of unearned fees existed. Mrs. Alcalá was represented in her divorce. Respondent performed  
16 services of value. The outcome was favorable. Mrs. Alcalá obtained a temporary order. The order  
17 indicated each parties rights and responsibilities as well as the amount of funds Mrs Alcalá was to  
18 receive.in support.

19 In addition, Trial Counsel alleges that respondents representation was of no value and therefore  
20 respondent had no right to any of the advanced funds. Respondents failure to refund Mrs Alcalás  
21 fees is in violation of rule 3-700(d)(2) Failure to refund. Trial Counsel indicates Alcalá had to pay  
22 another attorney to perform the same legal services she had contracted respondent to perform.  
23 Respondent disagrees. Alcalá has filed several motions after obtaining alternative counsel. The  
court Docket in San Bernardino Superior Court indicates a long list of filings by Alcalá, none of

1 which are requesting the same legal service respondent was hired to perform. . For the reason stated  
2 above. Respondent adheres to the principle that her performance of legal services was of value  
3 and therefore respondents fees are earned.

4 Furthermore, it should be noted that Trial Counsel excludes the particular language included in  
5 Rule 3-700(d)(2) which gives direction as to when a refund must be made. Important in this  
6 discussion is the fact that Alcala never requested a refund from respondent, either verbally, nor via  
7 text nor email..

8 In fact, respondent had no knowledge of any reservation Alcala may have had. Alcala was  
9 thankful for the extra time spent on her case. She appreciated the fact that respondent went out of her  
10 way to meet with her at Ferruffinos home in order to accommodate her. She went as far as to  
11 apologize for canceling her appointment and for calling at the last minute. To this date Mrs Alcala  
12 has never requested a refund from me.

13 For the above reasons I respectfully ask the court to dismiss cou

14 COUNT 5

15 Case No. 16-0-15594

16 Former Rules of Professional Conduct, Rule 4-100(B)(3)

17 {Failure to Render Accounts Of Client Funds}

18 Respondent admits in part with explanation. Respondent admits she did not render accounts to  
19 Alcala as is specifically required by rules of professional conduct rule 4-100b3. Trial Counsel  
20 indicates that although an accounting was performed it did not specifically indicate who did what and  
21 how much time was spent on each task. Respondent ask the court to consider this irregularity to be  
22 limited to this particular situation.. Mrs. Alcala was provided an accounting of her fees. in a manner  
23 not compliant with the rules because at the time respondent did not feel one was necessary, The court should  
note that the fee for Mrs, Alcalas dissolution of marriage was a flat fee. Once her fees were deposited those fees

1 had been earned, respondent nonetheless provided an accounting, The accounting provided was not provided until  
2 May 2017. Prior to that respondent never received a request for an accounting nor for a refund from Alcalá. . An  
3 accounting was produced for the investigation and at the request of Mrs Laurie Collier.

4 Respondent defends by stating she believed a flat fee did not required such specifics and thus she was providing  
5 a list of tasks which were performed for Alcalá.

6 Respondent also points to ferruffinos acquaintance and familiarity with Alcalá as a reason why Alcalá's marriage  
7 dissolution was to be performed as a flat fee. Respondent declares such irregularity in procedure is highly unlikely  
8 to Occure again.

9 For the above reasons respondent ask the court to dismiss this count ,. Respondent ask this honorable court to  
10 consider the fact that any failure to account was not willful, nor a result of intentional misrepresentation or  
11 omission.

12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
COUNT 6

Case No. 16-0-15594

Business and Professions Code, Section 6068(m)

{Failure to Inform Client of Significant Developments}

17 Respondent denies in part and admits in part. Trial Counsel alleges a violation of Business and Professions  
18 Code, Section 6068(m) Failure to inform Client of Significant Developments. Trial Council alleges violation of  
19 business and profession code section 6068(m) for failing to inform Alcalá the agreement between Alcalá and  
20 respondent was voidable at Alcalá's option because the agreement was not in writing. Respondent admits not  
21 informing Alcalá of this fact however said fact was not a significant development, the key word is Development.  
22 This is not a situation in which the case has run its course and now respondent has failed to inform client of a  
23 settlement offer. This situation is peculiar in that a writing did not exist from the beginning. The fact that the

1 writing does not exist at a later time does not make it a " new " or for that matter a development, It never existed.  
2 Therefore Respondent denies failing to inform.

3 Respondent also contends that Alcalas marriage dissolution was to be performed as a flat fee and as such a  
4 standard writing with a voidable option for lack of writing would not exist.

5 For the above reasons respondent requests Count 6 be dismissed. In the alternative, respondent requests this  
6 honorable court consider the factors that were involved and how these factors played a role in respondent  
inadvertent violation of Bussiness and Profession Code 6068(m).

7 Respondent entered into a flat fee agreement with Alcala because of the familiar aquaintance she enjoyed with  
8 Ferruffino. Respondent admits allowing irregularities that would normally not have been accepted. Allowing  
9 otherwise unacceptable proceedures i.e(depositing in paralegals account for the sake of convenience to client.,  
10 meeting at paralegals home ,at late hours for the sake of convenience to client) Allowing these irregularities caused  
11 a breakdown in formality in this particular case which in turn has led to misinterpretations. Respondent requests  
12 that this honorable court take these facts into consideration and understand that this situation is a complete  
departure from respondents normal formal conduct Respondents actions are devoid of any intentionality or malice

13 R espondents lack of prior discipline in Over 24yrs and the unlikelyhood of the same scenario arising again can  
14 allow this court to forsee that the likelihood that respondent will engage in such behavior i

15  
16  
17  
18 COUNT 7

19 Case No. 18-0-17276

20 Business and Professions Code, Section 6103

21 {Failure to Obey a Court Order}  
22  
23

1 Respondent admit in part and denies in part .Trial Counsel alleges respondent willfully violated Business and  
2 Professions Code, Sec 6103 by not complying with the State Bar Court Review department's July 6  
3 ,2018 order compelling Respondent to comply with California Rules of Court, rule 9.20(a) and by failing to timely  
4 file a rule 9.2(c) compliance declaration in State Bar case no. 18-C-13730.

5 Respondent admit that she filed an untimely 9.20 declaration. The 9.20 declaration was to have been filed on  
6 September 10, 2018 with the State Bar Court. The 9.20 Declaration was filed on September 11,2018. The untimely  
7 nature of the filing was not willful nor was it committed in bad faith. The error occurred in how the counting of  
8 days was calculated incorrectly

9 Respondent admits that she did not strictly abide by the timeline of 30 and 40 days respectively in giving notice  
10 as required by California Rules of Court , Rule 9.20(a). However, trial Counsel misstates the facts. Respondents  
11 declaration specifically states that although she had orally notified her clients as to her disqualification to practice  
12 law within the 30 days as required by Rule 9.20 . it was not until the 40 days that everyone had been notified in  
13 writing , certified mail return receipt requested. Notices to opposing counsel and Courts were also notified  
14 accordingly.

15 Trial Counsel indicates respondents has failed to refund clients unearned fees thus continues to be in violation of  
16 Rule 9.20(c). In her defense Respondent states that four clients were affected monetarily by her suspension.  
17 Respondent states that she did refund her clients unearned fees and is therefore in compliance under rule 9.20( c).  
18 Respondent indicates that she has not only returned unearned fees but in fact took it upon herself to return the  
19 retainers in full. As of todays date respondent has returned the retainer in full to two clients.returned all the money  
20 as to two clients..The last two clients are due \$200 respectively. There are no unearned fees due to anyone.  
21 Respondent was not required to refund the entire amount of their original retainer however respondent could not  
22 find it in her to keep any of their fees. Respondent is in good terms with these clients. Respondent is positive if  
23 asked , they would inform the court of these truths..

Points and Authorities Re; Level of Discipline:

1 Mitigating circumstances;

2 No Prior Record of Discipline;

3 Trial Counsel cites In Matter of Riordan( review Dept.2007) 5 Cal. State Bar Ct. Rptr.41, 49. (More than 17 yrs  
4 practice without prior discipline was a mitigating factor) in respondents case she has 24 yrs of practice without  
5 prior discipline. This factor in itself should be considered and given great weight .

6 Involved in an abusive relationship;

7 Respondent was involved in an abusive relationship from January 2014 to June 2018. Respondent was a victim  
8 of identity theft, domestic violence , revenge .porn, staking, internet defamation and slander, mail theft, ..

9 Respondent was forced to close at least two bank accounts due to irregular accounts. Respondent was suffering  
10 from extreme stress as a result of dealing with the abuser in her life. At the time of the above alledged violations  
11 respondent was both dealing with an aging mother as well as a abusive. Relationship

12 Respondent has filed a restraining order against her abuser. Respondent has filed charges against her abuser for  
13 other criminal violations against her abuser. Respondents abuser is currently in prison until jan 2002 due to fraud  
14 and identity theft.

15 Dealing with a Extreemly problematic Tenant;;;

16 Respondent was dealing with a fastidious litigant tenant during December .. 2015 and January 2018 Tenant  
17 constantly accusing respondent of imaginary crimes from mail fraud to breaking and entering to attempting to poison  
18 hin to human trafficking. TENANT c0nstantly having the police come to respondents home in order. to investigate  
19 such accusations.

20 Respondent suffered extreme stress and anxiety. Sleep deprivation. Respondent sought therapy for Domestic  
21 VIOLENCE. Respondent was put on anti anxiety medication.

22 These circumstances affected respondent quality of life. Constant stress caused respondent to becoming ill.  
23 Constantly needing to secure caretakers. Respondents preoccupation with these personal issues affected the time she  
was able to dedicate to her practice

Caring for elder mother(84)

1 Respondent is the sole caretaker of elder mother whom she cares for and lives with respondent. During 2014  
2 and part of 2016 respondents mother suffered from low blood pressure causing dizzy spells and faintin  
3  
4

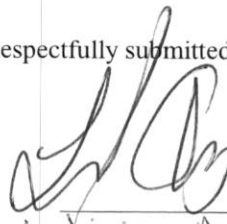
5 RESPONDENT'S CONDUCT DOES NOT POSE A SUBSTANTIAL THREAT OF  
6 HARM TO THE I INTEREST OF HER CLIENTS OR TO THE PUBLIC.

7 Respondents actions do not rise to the level of becoming c substantial threat to clients or public.,  
8 Resondents actions were not intentional nor malicious. There was no intent to harm, the actions were not devoid of  
9 any human purpose. They were not intended to cause any harm to anyone. There was no deceit nor debauchery  
10 involved. Respondent is remorseful. Respondent has sought attonement from her clients. Respondent has indicated  
11 that this disciplinary matter is not likely to occurred again. Respondent had over 24 years practicing law without  
12 any disciplinary charges. The circumstances and events are not those that are likely to occur again. The  
13 circumstances causing the stress and anxiety have been resolved. The tenant has been evicted . The abuser is  
14 serving a 2 yr term in custody. Mother has a caretaker,there is no need to delegate any authority. Close supervision  
15 is readily available. Finally, i now have technical support necessary to roperly keep track of all accounting.

14 CONCLUSION

15 I pray this honorable court will look at the totality of both the actions and the  
16 Circumstances in making its decision. I pray that the 24 years of practice without any discipline will outweigh  
17 this incident. ~~Finally, I pray this court can see my remorse and see my shame~~

20 Respectfully submitted.

21 

22 Dated 03 / 20 / 2019

23 Leticia Aguiere OBN # 178077  
Respondent

**PROOF OF SERVICE**

I am over the age of 18 and not a party to this action.

I am a resident of or employed in the county where the mailing occurred; my business address is: 316 So. Eastern Ave  
Los Angeles, Ca 90063

On March, 27, 2019, I served the foregoing document(s) described as:

**RESPONDENTS ANSWER TO DISCIPLIN CHARGES**

to the following parties: EDWARD JOHN MCINTYRE	THE STATE BAR OF
ETHICS COUNSEL	CALIFORNIA
501 W. BROADWAY STE 1900	STATE BAR COURT
SAN DIEGO, CA 92101 -8541	DEPT C
(619) 992-9038	<b>845 S. FIGUEROA</b>
	<b>LA., Ca 90017</b>

*Ma. 1*  
(x) postage thereon fully paid. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[ ] (By Personal Service) I caused such envelope to be delivered by hand via messenger service to the address above;

*AJ* [] (By Facsimile) I served a true and correct copy by facsimile during regular business hours to the number(s) listed above. Said transmission was reported complete and without error.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: 3.27.19

*Alec Jaramillo*  
\_\_\_\_\_  
**ALEC JARAMILLO**