**PUBLIC MATTER**



**STATE BAR COURT OF CALIFORNIA**

**HEARING DEPARTMENT – LOS ANGELES**

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| In the Matter of<br><br>**MARILYN SUE SCHEER,**<br><br>**Member No. 132544,**<br><br>A Member of the State Bar. | **Case No.: 14-O-05451-WKM**<br><br>**DECISION** |

## Introduction

The Office of the Chief Trial Counsel of the State Bar of California (OCTC) charges respondent **MARILYN SUE SCHEER** with two counts of misconduct involving a single client matter. Specifically, OCTC charges that respondent willfully violated rule 1-300(B) of the State Bar of California Rules of Professional Conduct[1] (engaging in the unauthorized practice of law (UPL) in another jurisdiction) and California rule 4-200(A) (collecting an illegal fee).

For the reasons set forth below, the court finds that respondent is culpable on both counts and recommends that respondent be suspended until she pays restitution with interest to her former clients for a $6,000 illegal flat fee she charged and collected from them.

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[1] Unless otherwise noted, all future references to California rules are to the State Bar of California Rules of Professional Conduct.

## Pertinent Procedural History

OCTC filed the notice of disciplinary charges (NDC) in this matter on April 10, 2015.[2] Thereafter, respondent filed her response to the NDC on May 15, 2015. In her response, respondent not only denied the charged misconduct, but she also pleaded eight affirmative defenses.

On April 24, 2015, respondent filed a motion to dismiss under Rules of Procedure of the State Bar, rules 5.123 and 5.124. Respondent moved to dismiss alleging (1) lack of subject matter jurisdiction, (2) limitations, (3) laches, and (4) her conduct was authorized by the Maryland Lawyer's Rules of Professional Conduct, rule 5.5 (Maryland rule 5.5) and the Official Comment to that rule.[3] On June 8, 2015, the court filed an order denying respondent's motion to dismiss. In that order, the court rejected as meritless respondent's contentions that the State Bar Court lacked subject matter jurisdiction over the charged misconduct, that the present proceeding was barred by limitations, and that the present proceeding was barred by laches.[4] The court did not rule on respondent's contention that her conduct was authorized by Maryland rule 5.5 and that rule's Official Comment because she raised the issue as an affirmative defense on which she had the burden of proof at trial.

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[2] This matter was originally assigned to State Bar Court Judge Patrice E. McElroy. Effective May 20, 2015, the matter was reassigned to the undersigned State Bar Court Judge for all purposes.

[3] Maryland's rule 5.5 and its Official Comment are substantially identical to the ABA Model Rules of Professional Conduct, rule 5.5, and its Official Comment.

[4] Even though respondent's claim of laches was insufficient to support her motion to dismiss, laches might be a special circumstance or other good cause for granting respondent relief, in whole or in part, from costs under California Business and Professions Code section 6086.10, subdivision (c).

On June 29, 2015, the parties filed a partial stipulation of facts and admission of documents. Trial was held on July 14, 2015. Both parties filed post trial briefs, and the court took the matter under submission for decision on August 3, 2015.

At trial, OCTC was represented by Senior Trial Counsel Ashod Mooradian. Respondent appeared in propria persona.

## Findings of Fact and Conclusions of Law

The following findings of fact are based on respondent's response to the NDC, the parties' partial stipulation of facts, and the documentary and testimonial evidence admitted at trial.

**Jurisdiction**

Respondent was admitted to the practice of law in California on December 11, 1987, and has been a member of the State Bar of California since that time.

**Case Number 14-O-05451 – the Jones Matter**

**Facts**

On March 8, 2010, Lisa Hairston-Jones and Winston M. Jones, who are residents of the State of Maryland, retained respondent to represent them in seeking, from Bank of America, a modification of the mortgage loan on their Maryland home. On that same day, the Joneses entered into a "Residential Loan Modification Retainer Agreement" with "Marilyn Scheer Law Group PC," a California law corporation that is wholly-owned, controlled, and operated by respondent.

Respondent (and her law corporation) represented the Joneses from March 2010 until late December 2011 when the Joneses filed for bankruptcy. At the same time that respondent (and her law corporation) represented the Joneses, respondent (and her law corporation) also

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represented at least two other Maryland couples and a Maryland individual who were also seeking modifications of the mortgage loans on their homes in Maryland.[5]

Respondent's retainer agreement with the Joneses required the Joneses to pay respondent a $6,000 flat fee in advance "for a set (or any combination thereof) of *legal* services described" below. (Italics added.)

> Client retains Attorney for the limited purpose of: (a) confirming Client's eligibility for obtaining a loan modification of the loan secured [by client's home in Maryland], analyzing and verifying Client's financial information; and reviewing lender's policies and guidelines governing Client's circumstances; (b) submission of the loan modification package to Client's lender and confirmation of the acceptability thereof; initiating contact with the lender and engaging in negotiations with the lender for purposes of obtaining a loan modification and providing Client with regular status reports thereof; and (c) finalization of the workout/trial loan modification between the lender and Client (subject to Client's performance). Client may select any or all of the services described in the foregoing subparagraphs a, b, or c, with each set of services being billed for separately according to the attached schedules.

The agreement further provided: "Attorney will provide services as requested by Client to assist in obtaining a loan modification ("Loan Modification") that is appropriate for Client's situation. .... Attorney will not provide *legal services in any area other than Loan Modification* without a separate written agreement with the Client." (Italics added.) Without question, these quoted provisions, alone, clearly establish that respondent contracted to represent the Joneses and to provide *legal services* for them with respect to seeking a home-mortgage-loan modification from their lender (i.e., Bank of America) for a flat fee of $6,000 and rebut respondent's claims that she did not provide legal services to the Joneses and that her representation of the Joneses did not involve the practice of law.

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[5] The record establishes that the following Maryland residents also retained respondent (and her law corporation) to represent them (i.e., provide legal services) with respect to obtaining modifications of the mortgage loans on their Maryland homes: (1) Sherry and Richard Few retained respondent in January 2011; (2) Maynard and Karen Osborne retained respondent in April 2010; and (3) Walter Clark retained respondent in September 2010.

Even though respondent's retainer agreement limits the scope of respondent's representation, respondent was required, under her duty to competently perform legal services, to alert the Joneses to all reasonably apparent legal issues/problems related to their home mortgage loan and to the possible need for other counsel to address those issues/problems. (*In the Matter of Oheb* (Review Dept. 2006) 4 Cal. State Bar Ct. Rptr. 920, 937.) Thus, contrary to respondent's contention, respondent was obligated to advise the Joneses on more than just the current uniform national guidelines for the federal Making Home Affordable Program to adequately represent the Joneses. Respondent simply could not obtain a loan modification from Bank of America that was appropriate for Joneses' situation unless she knew and was well versed in Maryland's home mortgage lending laws and how they were construed and applied by the courts of Maryland.

Respondent has never been admitted to practice law in the State of Maryland. Even though respondent's retainer agreement recites that "Marilyn Scheer Law Group PC" is a California law corporation, the agreement does not expressly state where respondent is licensed to practice law. Nonetheless, the retainer agreement represents that respondent is licensed in California because the agreement lists a California address for the Marilyn Scheer Law Group.

On March 17, 2010, the Joneses paid respondent's $6,000 advanced fee by wire transfer into respondent's client trust account (CTA). Thereafter, respondent performed legal services for the Joneses by, inter alia, giving them legal advice on how to obtain a home mortgage loan modification from Bank of America, communicating with Bank of America on their behalf, and attempting to obtain a home mortgage loan modification for them from Bank of America. Even though respondent's representation of the Joneses ended in December 2011, respondent has not refunded any portion of the $6,000 advanced fee to the Joneses because, according to respondent, they are not entitled to a refund under the terms of the retainer agreement.

**Conclusions of Law**

***Count One -- Rule 1-300(B) (Prohibition on Practicing Law in Violation of Another Jurisdiction's Professional Regulations)***

Rule 1-300(B) provides that an attorney must not practice law in a jurisdiction where to do so would be in violation of regulations of that jurisdiction's profession. In count one, OCTC charges that respondent willfully violated California rule 1-300(B) by engaging in UPL in Maryland in the Joneses matter in violation of Maryland law.

The record clearly establishes that respondent willfully violated California rule 1-300(B) because she engaged in the practice of law in Maryland, a jurisdiction in which she is not licensed to practice, in violation of Maryland law (i.e., Maryland rule 5.5(b)(1)) by establishing a systematic and continuous presence in Maryland for the practice of law during her representation of the Joneses.

Paragraph 4 of the Official Comment to Maryland rule 5.5 makes clear that an out-of-state lawyer[6] violates Maryland rule 5.5(b) "if the lawyer establishes an office *or other systematic and continuous presence in this jurisdiction for the practice of law. Presence may be systematic and continuous even if the lawyer is not physically present here.* ..." (Italics added.) The record clearly establishes that, even though respondent never met with the Joneses in Maryland and never appeared in any Maryland court for the Joneses, respondent (and her law corporation) established a systematic and continuous presence in Maryland for the practice of law during the time she represented the Joneses from March 2010 through late December 2011. Respondent (and her law corporation) established such a presence in Maryland by soliciting

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[6] As used herein, an "out-of-state lawyer" is a lawyer admitted in a United States jurisdiction other than Maryland and not suspended or disbarred in any jurisdiction.

Maryland residents as clients,[7] by communicating with and giving legal advice to the Joneses about obtaining a modification of their home-mortgage loan while the Joneses were physically present in Maryland, and by representing Maryland residents Sherry and Richard Few, Maynard and Karen Osborne, and Walter Clark with respect to obtaining modifications of their respective home mortgage loans during the same time period in which she (and her law corporation) represented the Joneses.

Respondent contends that, because nonattorney, third-party "Authorized Advisors" are allowed to provide loan modification services under federal law, she (and her law corporation) did not engage in the practice of law or provide legal services when she (and her law corporation) represented the Joneses in Maryland. Respondent failed to identify the federal law that purportedly permits nonattorneys to provide loan modification services. Whether federal law permits nonattorneys to provide loan modification services has nothing to do with whether respondent (and her law corporation) practiced law or provided legal services when they represented the Joneses under respondent's retainer agreement.[8] Indeed, non-litigation legal services (e.g., home mortgage loan modification services) can include both services that are clearly legal services (e.g., reviewing proposed loan modification documents) and "services that non-lawyers may [lawfully] perform but that are considered the practice of law when performed by lawyers." (Maryland rule 5.5, Off. Comment, ¶ 13.) The Joneses contracted with respondent (and her law corporation) for legal services. The Joneses did not contract with a nonattorney. "Although [home-mortgage-loan-modification] services might lawfully have been performed by

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[7] Maynard and Karen Osborne received an advertisement from respondent offering "to negotiate the current terms of your mortgage."

[8] Respondent's contention that she "provided [the Joneses with] loan modification services, the same type of services that are being provided by non-lawyers without being accused of engaging in the unauthorized practice of law" suggests that the $6,000 fee she charged the Joneses was excessive, if not unconscionable.

[nonattorney, Authorized Advisors], it does not follow that when they are rendered by an attorney, or in his office, they do not involve the practice of law. People call on lawyers for services that might otherwise be obtained from laymen because they expect and are entitled to legal counsel." (*Crawford v. State Bar* (1960) 54 Cal.2d 659, 667-668.)[9]

The court also rejects respondent's contention that she was authorized to represent the Joneses under the safe harbor provision in Maryland rule 5.5(c)(4). Maryland rule 5.5(c)(4) permits an out-of-state lawyer to provide legal services in Maryland on a temporary basis so long as the services "are not within paragraphs (c)(2) or (c)(3) [of Maryland rule 5.5] and arise out of or are reasonably related to the lawyer's practice in a jurisdiction in which the lawyer is admitted to practice." Respondent's representation of the Joneses in Maryland, a jurisdiction where respondent is not licensed, does not arise out of and is not reasonably related to respondent's practice of law in California. Paragraph 14 of the Official Comment to Maryland rule 5.5 makes clear that a number of factors must be considered to determine whether respondent's representation of the Joneses arose out of or was reasonably related to respondent's practice of law in California. None of the factors set forth in the Official Comment support a finding that respondent's representation of the Joneses arose out of or was reasonably related to respondent's California law practice.

Respondent had not previously represented the Joneses. The Joneses are not residents of California. Nor has respondent established that the Joneses have any substantial contact with California or that the Joneses' home-mortgage loan has a significant connection with California. No significant aspect of the Joneses' home-

[9] Respondent's unsupported and unanalyzed assertion that *Crawford v. State Bar, supra,* 54 Cal.2d 659 was overruled sub silentio by *Baron v. City of Los Angeles* (1970) 2 Cal.3d 535 is meritless.

mortgage loan involved California law. None of the activities or legal issues surrounding the Joneses' home-mortgage loan involved multiple state jurisdictions. Finally, even though Maryland rule 5.5 authorizes out-of-state lawyers to provide Maryland residents with services that "draw on the lawyer's recognized expertise developed through the regular practice of law on behalf of clients in matters involving a particular body of federal, nationally-uniform, foreign, or international law" (Maryland rule 5.5, Off. Comment, ¶ 14), respondent failed to establish that she is a recognized expert in a body of federal or nationally uniform home mortgage loan modification law that was applicable to the Joneses' home-mortgage loan. Simply put, no such body of federal or nationally uniform law exists. In sum, respondent's acceptance of employment with and representation of the Joneses was not authorized by Maryland rule 5.5(c)(4).

The court also rejects respondent's contention that she was authorized to represent the Joneses in Maryland under Maryland rule 5.5(d)(2), which permits out-of-state lawyers to permanently provide legal services in Maryland when the lawyers are authorized to provide the legal services under federal law. Without question, under the doctrine of federal preemption, the 50 states have no authority to restrict the right of federal courts and agencies to control who practices before them. (*Benninghoff v. Superior Court* (2006) 136 Cal.App.4th 61, 73, and cases there cited.) But that fact does not, as respondent contends, mean that an attorney may freely practice federal law in a state in which the attorney is not licensed. An attorney may freely practice federal law in a state in which the attorney is not licensed only if a federal court or agency authorizes the attorney to do so. It is only when a federal court or agency authorizes the attorney to practice before it that the state law prohibiting the practice is preempted. Thus, a sister state may not freely preclude a California attorney from lawfully practicing bankruptcy law

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within its borders unless the attorney has been admitted to practice before the bankruptcy courts in the sister state.

No federal law or agency licenses or authorizes the practice of law with respect to home mortgage loan modifications. Accordingly, the federal law safe-harbor provision in Maryland rule 5.5(d)(2) does not apply to respondent's representation of the Joneses. The doctrine of federal preemption does not preclude a finding of culpability for UPL with respect to the application of the state statutes. (*In the Matter of Wells, supra*, 4 Cal. State Bar Ct. Rptr. at pp. 902-903.) In sum, respondent's acceptance of employment with and representation of the Joneses was not authorized by federal law, Maryland rule 5.5(d)(2), or any other Maryland law.

***Count Two -- Rule 4-200(A) (Illegal Fee)***

Rule 4-200(A) provides that an attorney must not charge, collect or enter into an agreement for an illegal or unconscionable fee. Because the record clearly establishes that respondent engaged in UPL in Maryland when she (and her law corporation) represented the Joneses, the record clearly establishes that respondent (and her law corporation) charged and collected a $6,000 illegal fee from the Joneses in willful violation of rule 4-200(A). (*In the Matter of Wells* (Review Dept. 2006) 4 Cal. State Bar Ct. Rptr. 896, 904.)

**Aggravating Circumstances**

The State Bar bears the burden of proving aggravating circumstances by clear and convincing evidence. (Rules Proc. of State Bar, tit. IV, Stds. For Atty. Sanctions for Prof. Misconduct, std. 1.5.)[10] The court finds the following with respect to aggravating circumstances.

**Prior Record of Discipline (Std. 1.5(a).)**

Respondent has one prior record of discipline.[11] In an order filed on July 16, 2014, in *In re Marilyn Sue Scheer on Discipline*, case number S218357 (State Bar Court case number

[10] All references to standards are to this source.

11-O-10888) (*Scheer* I), the Supreme Court placed respondent on three years' stayed suspension and three years' probation on conditions, including a two-year minimum actual suspension that will continue until respondent makes restitution with interest for more than $120,000 in illegal fees she charged and collected from 30 clients and until respondent establishes her rehabilitation, fitness to practice, and learning in the law in accordance with standard 1.2(c)(1). That discipline was imposed on respondent because the review department found respondent culpable of committing 26 acts of UPL in other jurisdictions in willful violation of California rule 1-300(B); found that respondent charged and collected illegal fees in those 26 matters; and charged and collected advanced fees in four home mortgage loan modification cases in violation of California Civil Code section 2944.7, which respondent was subject to discipline under California Business and Professions Code section 6106.3.

**Significant Harm (Std. 1.5(j).)**

Respondent's misconduct significantly harmed the Joneses because she charged and collected a $6,000 illegal fee from them. The court will recommend that respondent be required to pay restitution to the Joneses in the amount of $6,000, together with 10 percent interest thereon per annum from March 17, 2010, until paid.

**Lack of Insight and Remorse**

Respondent's contentions that the State Bar Court lacks jurisdiction to adjudicate the charged violation of California rule 1-300(B) and that the charged violations of California rules 1-300(B) and 4-200(A) are barred by limitations and laches are meritless. Respondent's continued assertions of these meritless contentions establish that she lacks insight into the

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[11] Respondent has another State Bar Court disciplinary proceeding pending against her. Specifically, case number 12-O-14071 is pending against respondent in the review department on de novo review under Rules of Procedure of the State Bar, rule 5.151. The review department's opinion in that case will supersede the decision filed by the hearing department on February 2, 2015. Accordingly, the hearing department's February 2, 2015, decision is no longer a prior record of discipline under standard 1.8.

wrongfulness of her conduct. (*In re Morse* (1995) 11 Cal.4th 184, 197-198, 206, 209.) Respondent's demonstrated lack of insight into the seriousness of her misconduct is particularly troubling because it suggests that respondent's misconduct will reoccur. (*Blair v. State Bar* (1989) 49 Cal.3d 762, 781-782.)

**Mitigating Circumstances**

The member bears the burden of proving mitigating circumstances by clear and convincing evidence. (Std. 1.6.) The court finds the following with respect to mitigating circumstances.

**Cooperation (Std. 1.6(a).)**

Respondent is entitled to mitigation for her cooperation with OCTC by entering into the partial stipulation as to facts. However, respondent is entitled to only limited mitigation because the stipulated facts were easily provable. (*In the Matter of Kaplan* (Review Dept. 1996) 3 Cal. State Bar Ct. Rptr. 547, 567.)

**Good Character (Std. 1.6(f).)**

In *Scheer* I, respondent presented eight individuals, two of whom are attorneys, who testified as to respondent's honesty and good character. In *Scheer* I, respondent was given some weight in mitigation for good character even though some of the witnesses failed to demonstrate that they possessed a full understanding of respondent's misconduct in that prior proceeding, which is similar to the misconduct in the present proceeding.

In the present proceeding, respondent introduced the transcript of her good-character witnesses' testimony from the trial in *Scheer* I as her good character evidence in this proceeding. In this proceeding, the court gives respondent even less weight in mitigation for her good character because the proffered good character testimony is now almost three years' old.

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## Discussion

The purpose of State Bar disciplinary proceedings is not to punish the attorney but to protect the public, the courts, and the legal profession; to maintain the highest possible professional standards for attorneys; and to preserve public confidence in the legal profession. (Std. 1.1; *Chadwick v. State Bar* (1989) 49 Cal.3d 103, 111.) In determining the appropriate level of discipline, this court looks first to the standards for guidance. (*Drociak v. State Bar* (1991) 52 Cal.3d 1085, 1090; *In the Matter of Koehler* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 615, 628.) The court then looks to the decisional law. (*Snyder v. State Bar* (1990) 49 Cal.3d 1302, 1310-1311; *In the Matter of Taylor* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 563, 580.)

Standard 1.7(a) provides that, when two or more acts of misconduct are found in a single disciplinary proceeding and different sanctions are prescribed for those acts, the recommended sanction is to be the most severe of the different sanctions. The most severe sanction for the found misconduct is found in standard 2.19, which applies to respondent's willful violation of California rule 1-300(B) by engaging in UPL in Maryland. Standard 2.19 provides: "Suspension not to exceed three years or reproval is the presumed sanction for a violation of a provision of the [California] Rules of Professional Conduct not specified in these Standards."

The court must also consider standard 1.8(a), which directs that the discipline imposed on an attorney who has a single prior record of discipline is to "be greater than the previously imposed sanction unless the prior discipline was so remote in time and the previous misconduct was not serious enough that imposing greater discipline would be manifestly unjust." However, under standard 1.8(a), the aggravating force of *Scheer* I is greatly diminished because much of the present misconduct was committed during the same time period as the misconduct in *Scheer* I. (*In the Matter of Sklar* (Review Dept. 1993) 2 Cal. State Bar Ct. Rptr. 602, 618-619; *In*

*the Matter of Burckhardt* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 343, 351.) Thus, the court is to (1) consider the totality of the findings in both the present proceeding and *Scheer* I and (2) determine what the discipline would have been had all the misconduct been brought as one case. (*In the Matter of Sklar, supra*, 2 Cal. State Bar Ct. Rptr. at p. 619.)

After considering the totality of the findings in the present proceeding and in *Scheer* I, the court concludes that, if all the misconduct had been brought in one case, the recommended discipline would have been three years' stayed suspension and three years' probation on conditions, including a two-year minimum actual suspension and until respondent makes all of the restitution set forth in the Supreme Court's July 16, 2015, order in *Scheer* I and until respondent makes restitution to the Joneses in the amount of $6,000 together with 10 percent interest per annum from March 17, 2010, and until respondent establishes her rehabilitation, fitness to practice, and learning in the law in accordance with standard 1.2(c)(1). (See *In the Matter of Taylor* (Review Dept. 2012) 5 Cal. State Bar Ct. Rptr. 221 [two years' stayed suspension and two years' probation on conditions, including six months' suspension and until restitution with interest for more than $14,000 in illegal fees collected from six clients seeking home-loan modifications]; *In the Matter of Harney* (Review Dept. 1995) 3 Cal. State Bar Ct. Rptr. 266 [two years' stayed suspension and two years' probation on conditions, including six months' suspension and, within one year, refund with interest more than $266,000 in illegal fees collected from a medical malpractice client].)

Instead of recommending that the Supreme Court modify its July 16, 2015, order to include the $6,000 restitution to the Joneses, the court will recommend that respondent be suspended until she pays the $6,000 restitution with interest to the Joneses. Finally, the court does not recommend that respondent be ordered to take and pass a professional responsibility examination because the Supreme Court ordered respondent to take and pass the Multistate

Professional Responsibility Examination in its July 16, 2015, order *Scheer* I and because respondent committed the misconduct found in this proceeding before July 16, 2015. (See *Rhodes v. State Bar* (1989) 49 Cal.3d 50, 61; *In the Matter of Dahlz* (Review Dept. 2001) 4 Cal. State Bar Ct. Rptr. 269, 286.)

## Recommendations

**Discipline**

The court recommends that respondent **MARILYN SUE SCHEER,** State Bar member number 132544, be suspended from the practice of law in California until she makes restitution to Lisa Hairston-Jones and Winston M. Jones in the amount of $6,000 plus 10 percent interest per year from March 17, 2010. Any restitution owed to the Client Security Fund is enforceable as provided in Business and Professions Code section 6140.5, subdivisions (c) and (d).

The court further recommends that, if MARILYN SUE SCHEER remains suspended for two years or more as a result of not satisfying the preceding condition, she must also provide proof to the State Bar Court of her rehabilitation, fitness to practice, and present learning and ability in the general law before the suspension will be terminated. (Rules Proc. of State Bar, tit. IV, Stds. for Atty. Sanctions for Prof. Misconduct, std. 1.2(c)(1).)

**California Rules of Court, Rule 9.20**

The court further recommends that, if respondent remains suspended for 90 days or more, she must also comply with rule 9.20 of the California Rules of Court and perform the acts specified in subdivisions (a) and (c) of that rule within 120 and 130 calendar days, respectively, after the effective date of this order.[12]

[12] Respondent is required to file a rule 9.20(c) compliance affidavit/declaration even if she has no clients to notify on the date the Supreme Court files its order in this proceeding. (*Powers v. State Bar* (1998) 44 Cal.3d 337, 341.) Failing to comply with rule 9.20 almost always results in disbarment in the absence of compelling mitigating circumstance.

**Costs**

Finally, the court recommends that costs be awarded to the State Bar in accordance with Business and Professions Code section 6086.10 and that the costs be enforceable both as provided in Business and Professions Code section 6140.7 and as a money judgment.

Dated: October 30, 2015

**W. KEARSE McGILL**
Judge of the State Bar Court

## CERTIFICATE OF SERVICE

[Rules Proc. of State Bar; Rule 5.27(B); Code Civ. Proc., § 1013a(4)]

I am a Case Administrator of the State Bar Court of California. I am over the age of eighteen and not a party to the within proceeding. Pursuant to standard court practice, in the City and County of Los Angeles, on October 30, 2015, I deposited a true copy of the following document(s):

**DECISION**

in a sealed envelope for collection and mailing on that date as follows:

☒ by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

**MARILYN S. SCHEER**
**MARILYN SCHEER**
**5624 PONCE AVE**
**WOODLAND HILLS, CA 91367**

☒ by interoffice mail through a facility regularly maintained by the State Bar of California addressed as follows:

**ASHOD MOORADIAN, Enforcement, Los Angeles**

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on October 30, 2015.

Paul Barona

Paul Barona
Case Administrator
State Bar Court