



PUBLIC MATTER

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ORIGINAL
~~CONFIDENTIAL~~

State Bar Court of California		
Hearing Department <input checked="" type="checkbox"/> Los Angeles <input type="checkbox"/> San Francisco		
PROGRAM FOR RESPONDENTS WITH SUBSTANCE ABUSE AND MENTAL HEALTH ISSUES		
Counsel for the State Bar OFFICE OF THE CHIEF TRIAL COUNSEL - ENFORCEMENT CHARLES A. MURRAY 1149 South Hill Street, 9 th Floor Los Angeles, CA 90015-2299 Telephone: (213) 765-1236 Bar # 146069	Case Number(s) 00-O-15512; 01-O-02014; 01-O-02150; 02-O-15157; 03-O-00315; 03-O-03200	(for Court use) LODGED AUG 03 2006 STATE BAR COURT CLERK'S OFFICE LOS ANGELES FILED JUN 04 2009 STATE BAR COURT CLERK'S OFFICE LOS ANGELES
<input type="checkbox"/> Counsel for Respondent <input checked="" type="checkbox"/> In Pro Per Andrew H. Lund, Esq. 4129 Main Street, #202 Riverside, California 92501 Telephone: (714) 421-0701 Bar # 130209	Submitted to Program Judge STIPULATION RE FACTS AND CONCLUSIONS OF LAW <input type="checkbox"/> PREVIOUS STIPULATION REJECTED	
In the Matter of Andrew Henry Lund Bar # 130209 A Member of the State Bar of California (Respondent)		

Note: All information required by this form and any additional information which cannot be provided in the space provided, must be set forth in an attachment to this stipulation under specific headings, e.g., "Facts," "Dismissals," "Conclusions of Law," "Supporting Authority," etc.

A. Parties' Acknowledgments:

- (1) Respondent is a member of the State Bar of California, admitted December 11, 1987
(date)
- (2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition (to be attached separately) are rejected or changed by the Supreme Court. However, if Respondent is not accepted into the Lawyer Assistance Program, this stipulation will be rejected and will not be binding on Respondent or the State Bar.
- (3) All investigations or proceedings listed by case number in the caption of this stipulation are entirely resolved by this stipulation and are deemed consolidated, except for Probation Revocation Proceedings. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation and order consists of 13 pages.
- (4) A statement of acts or omissions acknowledged by Respondent as cause or causes for discipline is included under "Facts."
-See Attachment
- (5) Conclusions of law, drawn from and specifically referring to the facts, are also included under "Conclusions of Law."
-See Attachment

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- (6) No more than 30 days prior to the filing of this stipulation, Respondent has been advised in writing of any pending investigation/proceeding not resolved by this stipulation, except for criminal investigations.
- (7) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§ 6086.10 & 6140.7 and will pay timely any disciplinary costs imposed in this proceeding.

B. Aggravating Circumstances [Standards for Attorney Sanctions for Professional Misconduct, standard 1.2(b)]. Facts supporting aggravating circumstances are required.

- (1) **Prior Record of Discipline** [see standard 1.2(f)] *2 priors, see page 11.*
- (a) State Bar Court Case # of prior case _____
- (b) Date prior discipline effective _____
- (c) Rules of Professional Conduct/State Bar Action violations _____
- (d) Degree of prior discipline _____
- (e) If Respondent has two or more incidents of prior discipline, use space provided below or under "Prior Discipline" (above)
- (2) **Dishonesty:** Respondent's misconduct was surrounded by or followed by bad faith, dishonesty, concealment, overreaching or other violations of the State Bar Act or Rules of Professional Conduct.
- (3) **Trust violation:** Trust funds or property were involved and Respondent refused or was unable to account to the client or person who was the object of the misconduct for improper conduct toward said funds or property.
- (4) **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice.
- (5) **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.
- (6) **Lack of Cooperation:** Respondent displayed a lack of candor and cooperation to the victims of his/her misconduct or the State Bar during disciplinary investigation or proceedings.
- (7) **Multiple/Pattern of Misconduct:** Respondent's current misconduct evidences multiple acts of wrong doing or demonstrates a pattern of misconduct.
- (8) **No aggravating circumstances** are involved.

Additional aggravating circumstances:

(Do not write above this line.)

C. Mitigating Circumstances [standard 1.2(e)]. Facts supporting mitigating circumstances are required.

- (1) **No Prior Discipline:** Respondent has no prior record of discipline over many years of practice coupled with present misconduct which is not deemed serious.
- (2) **No Harm:** Respondent did not harm the client or person who was the object of the misconduct.
- (3) **Candor/Cooperation:** Respondent displayed spontaneous candor and cooperation to the victims of his/her misconduct and to the State Bar during disciplinary investigation and proceedings.
- (4) **Remorse:** Respondent promptly took objective steps spontaneously demonstrating remorse and recognition of the wrongdoing, which steps were designed to timely atone for any consequences of his/her misconduct.
- (5) **Restitution:** Respondent paid \$ _____ on _____ in restitution to _____ without the threat of force of disciplinary, civil or criminal proceedings.
- (6) **Delay:** These disciplinary proceedings were excessively delayed. The delay is not attributable to Respondent and the delay prejudiced him/her.
- (7) **Good Faith:** Respondent acted in good faith.
- (8) **Emotional/Physical Difficulties:** At the time of the stipulated act or acts of professional misconduct Respondent suffered extreme emotional difficulties or physical disabilities which expert testimony would establish were directly responsible for the misconduct. The difficulties or disabilities were not the product of any illegal conduct by the member, such as illegal drugs or substance abuse, and Respondent no longer suffers from such difficulties or disabilities.
- (9) **Severe Financial Stress:** At the time of the misconduct, Respondent suffered from severe financial stress which resulted from circumstances not reasonably foreseeable or which were beyond his/her control and which were directly responsible for the misconduct.
- (10) **Family Problems:** At the time of the misconduct, Respondent suffered extreme difficulties in his/her personal life which were other than emotional or physical in nature.
- (11) **Good Character:** Respondent's good character is attested to by a wide range of references in the legal and general communities who are aware of the full extent of his/her misconduct.
- (12) **Rehabilitation:** Considerable time has passed since the acts of professional misconduct occurred followed by convincing proof of subsequent rehabilitation.
- (13) **No mitigating circumstances** are involved.

Additional mitigating circumstances:

ATTACHMENT TO
ADP STIPULATION RE FACTS, CONCLUSIONS OF LAW

IN THE MATTER OF: **ANDREW HENRY LUND** (Respondent"), #130209

CASE NUMBERS: 00-O-15512; 01-O-02014; 01-O-02150;
 02-O-15157; 03-O-00315; 03-O-03200

FACTS AND CONCLUSIONS OF LAW.

Respondent admits that the following facts are true and that he is culpable of violations of the specified statutes:

Case No. 00-O-15512:

Facts:

On October 18, 1999, Esther Garcia employed Respondent to represent her in a child support case filed in Norwalk Superior Court, case number VD003067, entitled *Esther Martinez (Garcia) vs. Albert Martinez, Sr.* Garcia had previously filed an Order to Show Cause for Modification of Child Custody on September 27, 1999 on her own.

On October 20, 1999, Garcia paid Respondent \$1,000.00 for attorney fees, and on June 2, 2000, Garcia paid Respondent an additional \$43.00 for filing fees.

On February 14, 2000, Respondent filed the Order to Show Cause for Modification on behalf of Garcia. A hearing on the Order to Show Cause was set for March 31, 2000.

On March 31, 2000, Respondent failed to appear at the hearing on the Order to Show Cause, which was taken off calendar by the Court due to Respondent's non-appearance. At no time prior to the hearing did Respondent inform his client that he would not be attending the scheduled hearing in her legal matter.

On June 13, 2000, Respondent re-filed the Order to Show Cause for Modification. A hearing on the Order to Show Cause was set for July 18, 2000.

Respondent requested the hearing set for July 18, 2000 be taken off calendar because he could not appear. At no time prior to requesting that the scheduled hearing be taken off calendar did Respondent notify his client that he was taking the hearing off calendar.

After taking the second scheduled hearing of the Order to Show Cause off calendar, Respondent failed to perform any additional legal work on behalf of Garcia.

On September 18, 2000, Garcia mailed a letter to attorney Kelly at the address provided by Kelly's office and requested a refund from Respondent in the amount of \$1,043.00, since Respondent failed to provide legal services of any value to Garcia. The letter was not returned as undeliverable or for any other reason. Despite his receipt of the letter, Kelly did not respond to the letter.

Respondent did not provide legal services of any value to Garcia and did not earn any of the advanced fees paid by Garcia. At no time did Respondent refund all or any portion of the \$1,043.00 paid to him by Garcia.

By agreeing to represent Garcia in the Order to Show Cause, but taking no further action on behalf of Garcia after taking the Order to Show Cause off calendar, Respondent effectively withdrew from representation of Garcia. At no time did Respondent inform Garcia that he was withdrawing from employment. Nor did Respondent take any other steps to avoid prejudice to his client's interests.

Conclusions of Law:

By failing to perform the legal services for which he was hired on behalf of Garcia, Respondent intentionally, recklessly or repeatedly failed to perform legal services with competence in violation of Rules of Professional Conduct, rule 3-110(A).

By not informing Garcia of his intent not to continue with the representation, and his decision to withdraw from employment, Respondent failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to his client in violation of Rules of Professional Conduct, rule 3-700(A)(2).

By failing to refund any portion of the \$1,043.00 to Garcia, Respondent failed to refund unearned fees in violation of Rules of Professional Conduct, rule 3-700(D)(2).

Case No. 01-O-02014:

Facts:

On April 20, 2001, Carol Andreozzi met with Respondent's paralegal, Vincent Zucchero, at her home regarding employing Respondent to represent her son in a child custody matter. Zucchero informed Andreozzi that Respondent's fee would be \$3,000.00, and that his visit was \$75.00.

At the meeting, Andreozzi provided two (2) checks made payable to Respondent in the amounts of \$75.00 and \$400.00 at Zucchero's request.

In May 2001, before Respondent had performed any legal services, Andreozzi spoke with Respondent on the telephone at his office and informed him that due to her financial inability to continue paying Respondent, she wished to terminate his services. Andreozzi requested that Respondent return her personal papers which she had provided in connection with the custody matter, and that Respondent refund the unearned advanced fees of \$475.00 she paid to him.

Respondent informed Andreozzi that he cashed both checks and gave the money to Zucchero. Respondent also informed Andreozzi that he and Zucchero were no longer working together, and gave Andreozzi Zucchero's cell phone number to contact him to request a refund of her money. Andreozzi informed Respondent that the checks were made payable to Respondent, and that she employed him, not Zucchero, to represent her son in the custody matter. Nevertheless, Respondent refused to refund the unearned fees he collected from Andreozzi.

Respondent did not provide legal services of any value to Andreozzi. Respondent did not earn any of the advanced fees paid by Andreozzi. At no time did Respondent refund all or any portion of the \$475.00 paid to him by Andreozzi. Zucchero also did not provide any refund.

In May 2001, during the telephone conversation with Respondent, Andreozzi requested the return of her son's file. Respondent failed to forward Andreozzi's client file to his client or to otherwise comply with her request for turn over of the file.

Conclusions of Law:

By failing to refund any portion of the \$475.00 advanced fees to Andreozzi, Respondent failed to refund unearned fees in violation of Rules of Professional Conduct, rule 3-700(D)(2).

By failing to return or otherwise release Andreozzi's client file, Respondent failed, upon termination of employment, to release promptly to a client, at the request of the client, all the client's papers and property in violation of Rules of Professional Conduct, rule 3-700(D)(1).

Case No. 01-O-02150:

Facts:

On January 2, 2001, Jeffrey Madl ("Madl") employed Respondent through a company called Paralaw to represent him in child support matter. Respondent served as the supervising attorney in charge at Paralaw.

On January 2, 2001, Madl paid \$250.00 to Paralaw. In February 2001, Madl paid the balance due of \$200.00 to Paralaw for a total of \$450.00 in attorney fees.

Upon his payment of the balance in February 2001, Madl was told by Paralaw staff that he would be receiving a call to arrange an appointment with an attorney shortly. No one from Paralaw ever called.

After three weeks passed, Madl called Paralaw again and was told by Paralaw staff that the attorney would return his call. No one ever returned Madl's call.

On April 3, 2001, Madl went to the Paralaw office unannounced to find out the status of his case. He was told all the paperwork was done but the office was moving, which delayed their return of his calls.

In early April 2001, Madl finally reached Respondent, Paralaw's supervising attorney, who told Madl the firm was moving to Garden Grove. Respondent confirmed that he had received Madl's file and said he would follow through on the case, even though the firm was breaking up.

On April 19, 2001, Madl received a letter from Respondent acknowledging receipt of the retainer agreement, and promising to provide Madl with "an excellent standard of service" with his legal matter.

On April 23, 2001, Madl received a call from Respondent who instructed Madl to meet him on April 29, 2001 to complete his paperwork.

On April 29, 2001, Respondent met with Madl and returned his paperwork advising Madl that his law office was closed and that he would not complete the work for which Paralaw was retained. Respondent also promised Madl a refund the \$450.00 paid to Paralaw.

Thereafter, Respondent failed to provide any legal services to Madl and failed to refund the unearned fees of \$450.00.

At their meeting on April 29, 2001, Respondent promised Madl a refund of \$450.00 paid as advanced attorney fees, at Madl's request.

Respondent did not provide legal services of any value to Madl. Respondent did not earn any of the advanced attorney fees paid by Madl. At no time did Respondent refund all or any portion of the \$450.00 in advanced fees to Madl.

Conclusions of Law:

By failing to perform the legal services for which he was hired, Respondent intentionally, recklessly or repeatedly failed to perform legal services with competence in violation of Rules of Professional Conduct, rule 3-110(A).

By failing to refund any portion of the \$450.00 to Madl, Respondent failed to refund unearned fees in violation of Rules of Professional Conduct, rule 3-700(D)(2).

Case No. 02-O-15157:

On November 10, 2001, Nancy Curtis employed Respondent to represent Jill Curtis, Curtis' daughter, in a child custody hearing scheduled for April 30, 2002.

On November 10, 2001, Respondent executed a retainer agreement with Curtis, wherein Respondent agreed to represent Jill Curtis in a child custody hearing scheduled for April 30, 2002.

Between November 10, 2001 and January 5, 2002, Curtis paid Respondent a total of \$500.00 as advanced attorney fees.

From November 2001 through March 2002, Curtis called Respondent at his office numerous times and left detailed messages requesting a status report on the legal matter for which Respondent was hired. Despite his receipt of these messages, Respondent failed to call Curtis or otherwise respond to the messages.

In Spring 2002, Curtis called Respondent's office and spoke with one of his staff who informed Curtis that Respondent had left many clients without an attorney, since Respondent was out using drugs or possibly in rehabilitation for drug use.

On March 30, 2002, Curtis wrote a letter to Respondent which was sent via United States mail, first class postage prepaid, to Respondent's office address provided to Curtis, and advised him that due to her financial situation, and due to the fact that she had been informed by Respondent's paralegal that he was not practicing law, that she was terminating his employment. In the letter, Curtis requested a refund of the \$500.00 in advanced attorney fees she paid to Respondent. The letter was not returned as undeliverable or for any other reason.

Despite his receipt of Curtis' letter Respondent neither refunded the unearned fees nor responded in any way to the letter.

Respondent did not provide legal services of any value to Curtis. Respondent did not earn the any of the advanced attorney fees paid by Curtis. At no time did Respondent refund any portion of the \$500.00 paid to him by Curtis.

Between January 2002 and March 2002, Curtis called Respondent's office at the phone number provided to her by Respondent, and left detailed messages requesting a status report on the legal matter for which Respondent was hired. Despite receiving these messages, Respondent did not respond to any of Curtis' calls.

On March 30, 2002, Curtis wrote Respondent a letter requesting that he stop working on Jill Curtis' matter. Respondent did not respond to Curtis' letter.

Conclusions of Law:

By failing to refund any portion of the \$500.00 to Curtis, Respondent failed to refund unearned fees in violation of Rules of Professional Conduct, rule 3-700(D)(2).

By failing to respond to Curtis' calls and letter, Respondent failed to respond to Curtis' reasonable inquiries in violation of Business and Professions Code, section 6068(m).

Case No. 03-O-00315:

Facts:

On March 29, 2000, Eldoris Chatman employed Respondent to represent Chatman's incarcerated son, Clarence Chatman, in a criminal matter.

The preliminary hearing took place on March 29, 2000, and Clarence Chatman was represented by a public defender at that hearing.

Between March 29, 2000 and July 17, 2000, Chatman paid Respondent a total of \$3,000.00 in advanced attorney fees. As requested by Respondent, all money paid to him was deposited directly into Respondent's personal checking account by Chatman.

From March 29, 2000 through August 2000, Respondent undertook no efforts on behalf of Clarence Chatman in his legal matter other than to request two continuances.

On July 17, 2000, Respondent spoke on the phone to Chatman and assured her that everything was going well in her son's legal matter. He also told Chatman to make the final payment of \$500.00, which she did.

In August 2000, Clarence Chatman informed Chatman that he learned that Respondent was no longer practicing law, and was in rehabilitation for drug problems.

Chatman attempted to contact Respondent at the telephone number provided by Respondent to obtain a status report on the legal matter for which he was retained, but was unable to reach Respondent.

From that point, August 2000, Respondent failed to provide legal services of any value to Chatman's son.

At no time did Respondent inform Chatman or Clarence Chatman that he was withdrawing from employment in Clarence Chatman's matter.

Respondent undertook no steps to avoid the reasonably foreseeable prejudice to Clarence Chatman at the time he effectively withdrew from employment without notifying his client.

In September 2000, Chatman attempted to locate Respondent to request a refund of the \$3,000.00 paid to him. Chatman left a message on the last phone number she had for Respondent, requesting a refund of the unearned fees. At no time did Respondent refund any portion of the \$3,000.00 paid to him by Chatman.

Respondent did not provide legal services of any value to Chatman or her son. Respondent did not earn any of the advanced attorney fees paid by Chatman. At no time did Respondent refund any portion of the \$3,000.00 paid to him by Chatman.

By failing to perform the services necessary to complete Clarence Chatman's criminal matter and failing to communicate with Chatman or Clarence Chatman, Respondent effectively withdrew from representation of Clarence Chatman.

Conclusions of Law:

By failing to perform the legal services for which he was hired, Respondent intentionally, recklessly or repeatedly failed to perform legal services with competence in violation of Rules of Professional Conduct, rule 3-110(A).

By failing to provide the necessary services with respect to Clarence Chatman's criminal matter and failing to inform Chatman of his intent to withdraw, and failing to undertake necessary steps to avoid reasonably foreseeable prejudice to Clarence Chatman, Respondent wilfully failed, upon termination of employment, to take reasonable steps to avoid reasonably foreseeable prejudice to his client in violation of Rules of Professional Conduct, rule 3-700(A)(2).

By failing to refund any portion of the \$3,000.00 to Chatman, Respondent failed to refund unearned fees in violation of Rules of Professional Conduct. rule 3-700(D)(2).

Case No. 03-O-03200:

Facts:

On March 13, 2003, Alfonso Ortiz employed Respondent to represent him in a bankruptcy matter.

Between March 2003 and April 2003, Ortiz paid Respondent a total of \$700.00 as advanced attorney fees and \$200.00 as advanced costs, for a total of \$900.00.

Pursuant to the agreement with Ortiz, Respondent agreed to prepare and file a Chapter 7 Bankruptcy petition on behalf of Ortiz.

In the next two and one half months, Respondent failed to prepare and file the Chapter 7 Bankruptcy petition for which he was employed. Ortiz repeatedly attempted to contact Respondent to obtain a status report on the legal matter for which Respondent was retained, but was unable to reach Respondent. Ortiz had explained the need to file the petition quickly, to resolve ongoing collection efforts, to Respondent at the time of retention. Since Ortiz could not reach Respondent, Ortiz hired another attorney to file his bankruptcy on his behalf.

On June 13, 2003, Ortiz employed attorney John A. Vos to prepare and file a Chapter 7 Bankruptcy petition on his behalf, and to file a Motion for Return of Retainer Fee paid to Respondent.

On June 27, 2003, Vos filed a Notice of Motion and Motion for Return of Retainer against Respondent in the United States Bankruptcy Court, Northern District of California, Case No 03-11515.

On August 4, 2003, Alan Jaroslovsky, U.S. Bankruptcy Judge, granted Vos's Motion, and ordered Respondent to disgorge to Ortiz, all fees and costs advanced in the amount of \$900.00.

Respondent did not provide legal services of any value to Ortiz. Respondent did not earn any of the advanced fees paid by Ortiz. At no time did Respondent refund any portion of the \$900.00 paid to him by Ortiz.

To date, despite actual receipt of the court order, Respondent has failed to disgorge the unearned fees and costs in the amount of 900.00 to Ortiz or Vos, and has failed to comply with the court order.

Between April 2003 and June 2003, Ortiz telephoned Respondent at his office number and left detailed messages requesting a status report on his legal matter. Ortiz also went to Respondent's office and home to inquire as to the status of his matter. He left detailed messages at both locations requesting a status report on his legal matter.

Respondent did not respond to any of the messages left by Ortiz despite his receipt of the messages.

Conclusions of Law:

By failing to perform the legal services for which he was hired, Respondent intentionally, recklessly or repeatedly failed to perform legal services with competence in violation of Rules of Professional Conduct, rule 3-110(A).

By failing to refund any portion of the \$900.00 to Ortiz, Respondent failed to refund unearned fees in violation of Rules of Professional Conduct, rule 3-700(D)(2).

By failing to comply with the August 4, 2003 court order, Respondent wilfully disobeyed court orders requiring him to do acts in the course of his profession which he ought in good faith to do in violation of Business and Professions Code, section 6103.

By failing to respond to Ortiz's multiple requests for status reports regarding his bankruptcy matter, Respondent failed to respond to Ortiz's reasonable status inquiries in violation of Business and Professions Code, section 6068(m).

AGGRAVATING CIRCUMSTANCES.

First Prior Discipline:

Case No. 91-O-10043: Effective May 16, 1998.

Violation: RPC 4-100(A).

Degree of prior discipline: Private reproof (public disclosure), 2 years probation with conditions.

Effective September 1, 2001 to October 9, 2002, Respondent was suspended pursuant to a Supreme Court order filed November 8, 2000 for failing to pass the Professional Responsibility Exam, which was a probation condition.

Second Prior Discipline:

Case Nos. S091385 (00-H-11931; 99-O-11990 (Cons.)): Effective December 8, 2000.

Violations: BPC 6103, 6068(b), RPC 1-110 and 3-110(A).

Degree of second prior discipline: One year stayed suspension, 2 years probation with conditions, including 90 days actual suspension, MPRE within 1 year, comply with rule 955 and costs awarded State Bar.

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///
///

RESTITUTION: Respondent to pay restitution to the following payees, or the Client Security Fund, as appropriate, in the following amounts with interest at 10% per annum from the date indicated.

<u>Payee:</u>	<u>Amount:</u>	<u>With interest from:</u>
Esther Garcia	\$1,043.00	June 2, 2000
Carol Andreozzi	\$ 475.00	April 20, 2001
Jeffrey Madl	\$ 250.00	January 2, 2001
	\$ 200.00	February 1, 2001
Nancy Curtis	\$ 500.00	November 10, 2001
Eldoris Chapman	\$3,000.00	March 29, 2000
Alfonzo Ortiz	\$ 900.00	March 13, 2003

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In the Matter of ANDREW H. LUND	Case number(s): 00-O-15512 et al
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SIGNATURE OF THE PARTIES

By their signatures below, the parties and their counsel, as applicable, signify their agreement with each of the recitations and each of the terms and conditions of this Stipulation Re Facts and Conclusions of Law.

Respondent enters into this stipulation as a condition of his/her participation in the Program. Respondent understands that he/she must abide by all terms and conditions of Respondent's Program Contract.

If the Respondent is not accepted into the Program or does not sign the Program contract, this Stipulation will be rejected and will not be binding on Respondent or the State Bar.

If the Respondent is accepted into the Program, upon Respondent's successful completion of or termination from the Program, this Stipulation will be filed and the specified level of discipline for successful completion of or termination from the Program as set forth in the State Bar Court's Statement Re: Discipline shall be imposed or recommended to the Supreme Court.

8/2/06
Date

Andrew H. Lund
Respondent's signature

Andrew H. Lund
Print name

8/3/06
Date

Charles A. Murray
Deputy Trial Counsel's signature

Charles A. Murray
Print name

PUBLIC MATTER

ORIGINAL

~~CONFIDENTIAL~~

1 THE STATE BAR OF CALIFORNIA
2 OFFICE OF THE CHIEF TRIAL COUNSEL
3 ENFORCEMENT
4 CHARLES A. MURRAY, bar no. 146069
5 DEPUTY TRIAL COUNSEL
6 1149 South Hill Street
7 Los Angeles, California 90015-2299
8 Telephone: (213) 765-1236

FILED

JUN 04 2009

STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES

LODGED

AUG 03 2006

STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES

THE STATE BAR COURT

ALTERNATIVE DISCIPLINE PROGRAM - LOS ANGELES

11	In the Matter of)	Case No. 05-O-04462
12)	
13	ANDREW H. LUND,)	PARTIES' ADDENDUM TO
14	No. 130209)	STIPULATION RE: FACTS AND
15	A Member of the State Bar)	CONCLUSIONS OF LAW,
)	ADDING REMAINING
)	INVESTIGATION MATTER
)	

16 The State Bar of California, Office of Chief Trial Counsel, through Deputy Trial
17 Counsel Charles A. Murray, and Respondent, Andrew H. Lund, submit this Addendum to
18 the Stipulation re: Facts and Conclusions of Law previously lodged on December 22,
19 2005. This Addendum relates solely to a remaining investigation matter involving
20 Respondent, investigation no. 05-O-04462

I. INCORPORATION OF PRIOR STIPULATION

21 This addendum is intended to supplement the Stipulation re: Facts and
22 Conclusions of Law in case nos 00-O-15512, 01-O-02014, 01-O-02150, 01-O-15157, 03-
23 O-00315, and 03-O-03200, which the parties lodged with the Court on December 22, 2005
24 (the "Prior Stipulation"). The Prior Stipulation is also incorporated as if fully set forth
25 herein. Attached hereto is the parties' stipulation as to facts and conclusions of law in
26 investigation no 05-O-04462.
27
28

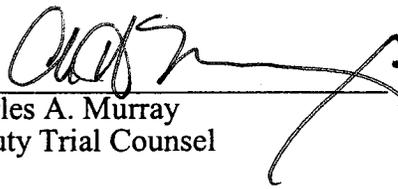
1 **II. ALL OTHER DISCIPLINE CONDITIONS REMAIN THE SAME**

2 It is the parties' intention that all other matters already submitted to the Court in
3 these case numbers, including on the subject of discipline and conditions of the Program,
4 other than those set forth herein, shall remain the same.

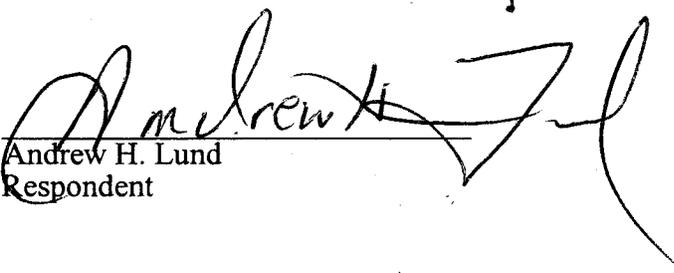
5
6
7 Respectfully submitted,

8 **Office of Chief Trial Counsel**
9 **State Bar of California**

10 Date: May 31, 2006

11 By: 
12 Charles A. Murray
13 Deputy Trial Counsel

14 Date: May 24, 2006

15 
16 Andrew H. Lund
17 Respondent

18
19 **ADDENDUM TO ADP STIPULATION RE FACTS and CONCLUSIONS OF LAW**

20 IN THE MATTER OF: **ANDREW H. LUND, #130209**

21 CASE NUMBER(S): **Investigation Matter 05-O-04462**

22 **PENDING PROCEEDINGS.**

23 The disclosure date referred to, paragraph A.(6), was May 10, 2006.

24 **FACTS:**

25 On February 28, 2005, Michael Cottone ("Cottone") hired the Herreman & Associates Law
26 Firm ("law firm") to represent him as the father in a child custody and visitation matter.

27 Respondent was not a member, associate or employee of the law firm. Respondent did
28 occasional contract work for the law firm.

1 On March 4, 2005, a Substitution of Attorney form was filed in San Bernardino Superior
2 Court case no. SDA136122, San Bernardino v. Cottone, substituting the Herreman Law Firm - by
3 Guy Herreman - as attorney of record for Cottone.

4 On March 9, 2005, an ex parte hearing brought by the law firm was held regarding custody
5 and visitation issues and ex parte orders granted. Attorney Kissinger appeared for Cottone, however
6 the court's minute order indicates Herreman made the appearance. Neither Cottone nor the mother,
7 who was in pro per, were present. A hearing was set for March 30, 2005.

8 On March 14, 2005, a Substitution of Attorney form was filed in this matter, substituting
9 attorney Holohan as attorney of record for mother.

10 On March 15, 2005, an ex parte hearing brought by Holohan was held. Holohan appeared
11 for mother and Respondent appeared for Cottone. A Stipulation and Order on Order to Show Cause
12 was executed by Cottone, mother, and their respective attorneys appearing and so ordered by the
13 court, and an Order to Show Cause hearing was set for March 21, 2005.

14 On March 21, 2005, the court continued the hearing set that date to March 22, 2005.
15 Holohan was present for mother. An attorney Kissinger was to be present for Cottone but was not
16 present and the court continued the matter due to the court's engagement in a continuing trial and
17 inability to wait for Cottone's counsel.

18 On March 22, 2005, the matter was called for hearing on an Order to Show Cause re
19 custody and visitation by mother. Holohan, mother, Cottone, and attorney Kissinger for Cottone
20 appeared. The court made orders pursuant to a Family Court Services report and an examination of
21 witnesses. Trial was set for April 11, 2005.

22 On March 30, 2005, the hearing on an Order to Show Cause by father was called. The
23 minute order indicates that Holohan and Herreman made appearances for their parties. The hearing
24 was continued to April 11, 2005, to be heard with the trial set that date.

25 On April 11, 2005, Respondent and Holohan appeared for the hearing and trial. Cottone did
26 not appear. Respondent and Holohan met with the judge in chambers. Each counsel made an offer
27 of proof of all evidence that would be presented at trial. The judge announced his tentative decision
28 that the recommendation of Family Court Services be made a permanent order re custody and
visitation issues except that mother was given sole legal custody until October 12, 2005 when legal
custody would automatically become joint; and financial issues would be continued for hearing on
June 3, 2005. Respondent stipulated to this decision without calling Cottone to approve it or calling
the law firm to find out why Cottone was not there. Respondent returned the client file to the law
firm with a memo describing what had happened at the appearance and a copy of the stipulation.

29 **CONCLUSIONS OF LAW:**

30 By stipulating to the tentative decision of the court without the approval of the client and
31 without making a reasonable attempt to contact the client or call the law firm for further
32 information, Respondent intentionally, recklessly, or repeatedly failed to perform legal services
33 with competence in wilful violation of rule 3-110 of the Rules of Professional Conduct.
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CERTIFICATE OF SERVICE
[Rule 62(b), Rules Proc.; 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 August 4, 2006, I deposited a true copy of the following document(s):

CONFIDENTIAL STATEMENT OF ALTERNATIVE DISPOISITIONS AND ORDERS;

STIPULATION RE FACTS AND CONCLUSIONS OF LAW; PARTIES' ADDENDUM TO STIPULATION RE: FACTS AND CONCLUSIONS OF LAW, ADDING REMAINING INVESTIGATION MATTER; ORDER; and,

CONFIDENTIAL WAIVER FOR PARTICIPATION IN THE STATE BAR COURT'S ALTERNATIVE DISCIPLINE PROGRAM

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

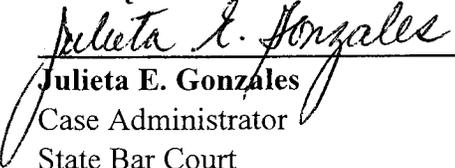
by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at Los Angeles, California, addressed as follows:

ANDREW H. LUND ESQ
4129 MAIN ST #202
RIVERSIDE, CA 92501

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

Charles A. Murray, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on **August 4, 2006**.



Julieta E. Gonzales
Case Administrator
State Bar Court

CERTIFICATE OF SERVICE

[Rule 62(b), Rules Proc.; 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 May 4, 2010, I deposited a true copy of the following document(s):

DECISION AND ORDER SEALING CERTAIN DOCUMENTS;
STIPULATION RE FACTS AND CONCLUSIONS OF LAW; and
PARTIES' ADDENDUM TO STIPULATION RE: FACTS AND CONCLUSIONS OF
LAW, ADDING REMAINING INVESTIGATION MATTER

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:

ANDREW H LUND ESQ
LUND LAW FIRM
3780 12TH ST
RIVERSIDE, CA 92501

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

Charles A. Murray, Enforcement, Los Angeles

I hereby certify that the foregoing is true and correct. Executed in Los Angeles, California, on May 4, 2010.



Julieta E. Gonzales
Case Administrator
State Bar Court