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State Bar Court of California Hearing Department San Francisco		
Counsel For The State Bar Sherrie B. McLetchie Deputy Trial Counsel 180 Howard St., 7th Fl. San Francisco CA 94105 Telephone: (415) 538-2297 Bar # 85447	Case Number (s) 07-O-13010 [08-O-12053; 08-O-13039; 08-O-14247] - PEM	PUBLIC MATTER FILED <i>[Signature]</i> FEB 02 2010 STATE BAR COURT CLERK'S OFFICE SAN FRANCISCO
In Pro Per Respondent Per Christer Onneflod 1530 E Shaw Ave #111 Fresno CA 93710 Telephone: (559) 229-7910 Bar # 146318	Submitted to: Settlement Judge STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING ACTUAL SUSPENSION <input type="checkbox"/> PREVIOUS STIPULATION REJECTED	
In the Matter Of: Per Christer Onneflod Bar # 146318 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 June 11, 1990.
- (2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition are rejected or changed by the Supreme Court.
- (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. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of 23 pages, not including the order.
- (4) A statement of acts or omissions acknowledged by Respondent as cause or causes for discipline is included under "Facts."
- (5) Conclusions of law, drawn from and specifically referring to the facts are also included under "Conclusions of Law".

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- (6) The parties must include supporting authority for the recommended level of discipline under the heading "Supporting Authority."
- (7) 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.
- (8) Payment of Disciplinary Costs—Respondent acknowledges the provisions of Bus. & Prof. Code §§6086.10 & 6140.7. (Check one option only):
 - until costs are paid in full, Respondent will remain actually suspended from the practice of law unless relief is obtained per rule 284, Rules of Procedure.
 - costs to be paid in equal amounts prior to February 1 for the following membership years: (hardship, special circumstances or other good cause per rule 284, Rules of Procedure)
 - costs waived in part as set forth in a separate attachment entitled "Partial Waiver of Costs"
 - costs entirely waived

B. Aggravating Circumstances [for definition, see 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)]
 - (a) State Bar Court case # of prior case
 - (b) Date prior discipline effective
 - (c) Rules of Professional Conduct/ State Bar Act violations:
 - (d) Degree of prior discipline
 - (e) If Respondent has two or more incidents of prior discipline, use space provided below.
- (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. "Facts Supporting Aggravating Circumstances."
- (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 victims of his/her misconduct or to the State Bar during disciplinary investigation or proceedings.
- (7) Multiple/Pattern of Misconduct: Respondent's current misconduct evidences multiple acts of wrongdoing or demonstrates a pattern of misconduct. "Facts Supporting Aggravating Circumstances."
- (8) No aggravating circumstances are involved.

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Additional aggravating circumstances:

C. Mitigating Circumstances [see 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 ~~couple~~
~~with previous misconduct which is not taken into~~
- (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 with ~~the State Bar~~
~~his/her misconduct and~~ the State Bar during disciplinary ~~investigation and~~ proceedings, by entering
into this stipulation.
- (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 or 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 was directly responsible for the misconduct. The difficulties or disabilities were not the product of
any illegal conduct by the member, such as illegal drug 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. **On March 12, 2003, respondent
suffered the loss of a newborn daughter and the step-father who raised him, and respondent's
father died in Sweden in March 2007.**
- (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

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D. Discipline:

(1) **Stayed Suspension:**

- (a) Respondent must be suspended from the practice of law for a period of four years.
- i. and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.4(c)(ii) Standards for Attorney Sanctions for Professional Misconduct.
 - ii. and until Respondent pays restitution as set forth in the Financial Conditions form attached to this stipulation.
 - iii. and until Respondent does the following:
- (b) The above-referenced suspension is stayed.

(2) **Probation:**

Respondent must be placed on probation for a period of four years, which will commence upon the effective date of the Supreme Court order in this matter. (See rule 9.18, California Rules of Court)

(3) **Actual Suspension:**

- (a) Respondent must be actually suspended from the practice of law in the State of California for a period of three years.
- i. and until Respondent shows proof satisfactory to the State Bar Court of rehabilitation and present fitness to practice and present learning and ability in the law pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct
 - ii. and until Respondent pays restitution as set forth in the Financial Conditions form attached to this stipulation.
 - iii. and until Respondent does the following:

E. Additional Conditions of Probation:

- (1) If Respondent is actually suspended for two years or more, he/she must remain actually suspended until he/she proves to the State Bar Court his/her rehabilitation, fitness to practice, and learning and ability in general law, pursuant to standard 1.4(c)(ii), Standards for Attorney Sanctions for Professional Misconduct.
- (2) During the probation period, Respondent must comply with the provisions of the State Bar Act and Rules of Professional Conduct.
- (3) Within ten (10) days of any change, Respondent must report to the Membership Records Office of the State Bar and to the Office of Probation of the State Bar of California ("Office of Probation"), all changes of information, including current office address and telephone number, or other address for State Bar purposes, as prescribed by section 6002.1 of the Business and Professions Code.
- (4) Within thirty (30) days from the effective date of discipline, Respondent must contact the Office of Probation and schedule a meeting with Respondent's assigned probation deputy to discuss these terms and

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conditions of probation. Upon the direction of the Office of Probation, Respondent must meet with the probation deputy either in-person or by telephone. During the period of probation, Respondent must promptly meet with the probation deputy as directed and upon request.

- (5) Respondent must submit written quarterly reports to the Office of Probation on each January 10, April 10, July 10, and October 10 of the period of probation. Under penalty of perjury, Respondent must state whether Respondent has complied with the State Bar Act, the Rules of Professional Conduct, and all conditions of probation during the preceding calendar quarter. Respondent must also state whether there are any proceedings pending against him or her in the State Bar Court and if so, the case number and current status of that proceeding. If the first report would cover less than 30 days, that report must be submitted on the next quarter date, and cover the extended period.

In addition to all quarterly reports, a final report, containing the same information, is due no earlier than twenty (20) days before the last day of the period of probation and no later than the last day of probation.

- (6) Respondent must be assigned a probation monitor. Respondent must promptly review the terms and conditions of probation with the probation monitor to establish a manner and schedule of compliance. During the period of probation, Respondent must furnish to the monitor such reports as may be requested, in addition to the quarterly reports required to be submitted to the Office of Probation. Respondent must cooperate fully with the probation monitor.
- (7) Subject to assertion of applicable privileges, Respondent must answer fully, promptly and truthfully any inquiries of the Office of Probation and any probation monitor assigned under these conditions which are directed to Respondent personally or in writing relating to whether Respondent is complying or has complied with the probation conditions.
- (8) Within one (1) year of the effective date of the discipline herein, Respondent must provide to the Office of Probation satisfactory proof of attendance at a session of the Ethics School, and passage of the test given at the end of that session.
 - No Ethics School recommended. Reason:
- (9) Respondent must comply with all conditions of probation imposed in the underlying criminal matter and must so declare under penalty of perjury in conjunction with any quarterly report to be filed with the Office of Probation.
- (10) The following conditions are attached hereto and incorporated:

<input type="checkbox"/> Substance Abuse Conditions	<input type="checkbox"/> Law Office Management Conditions
<input type="checkbox"/> Medical Conditions	<input checked="" type="checkbox"/> Financial Conditions

F. Other Conditions Negotiated by the Parties:

- (1) **Multistate Professional Responsibility Examination:** Respondent must provide proof of passage of the Multistate Professional Responsibility Examination ("MPRE"), administered by the National Conference of Bar Examiners, to the Office of Probation during the period of actual suspension or within one year, whichever period is longer. Failure to pass the MPRE results in actual suspension without further hearing until passage. But see rule 9.10(b), California Rules of Court, and rule 321(a)(1) & (c), Rules of Procedure.
 - No MPRE recommended. Reason:

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- (2) **Rule 9.20, California Rules of Court:** Respondent must comply with the requirements of rule 9.20, California Rules of Court, and perform the acts specified in subdivisions (a) and (c) of that rule within 30 and 40 calendar days, respectively, after the effective date of the Supreme Court's Order in this matter.
- (3) **Conditional Rule 9.20, California Rules of Court:** If Respondent remains actually suspended for 90 days or more, he/she must comply with the requirements of rule 9.20, 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 the Supreme Court's Order in this matter.
- (4) **Credit for Interim Suspension [conviction referral cases only]:** Respondent will be credited for the period of his/her interim suspension toward the stipulated period of actual suspension. Date of commencement of interim suspension:
- (5) **Other Conditions:**

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Actual Suspension

ATTACHMENT TO
STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF:

Per Christer Onneflod

CASE NUMBER(S): ET AL. 07-O-13010 [08-O-12053; 08-O-13039; 08-O-14247]-PEM

FACTS AND CONCLUSIONS OF LAW.

Respondent admits that the following facts are true and that he is culpable of violations set forth below:

The Serabian Matter (07-O-13010)

FACTS

1. On February 1, 2006, Reinette Serabian ("Serabian") hired respondent to represent her in a construction defect matter.
2. Thereafter, respondent filed a complaint on behalf of Serabian in the matter, *Serabian v. Swaim*, Fresno County Superior Court Case No. 06CE00537.
3. From about February 1, 2006 through about June 1, 2006, Serabian paid respondent approximately \$30,000, including fees and costs, plus approximately \$6,000 to Jon Sorrell, who respondent hired as a consultant for Serabian in *Serabian v. Swaim*.
4. On or about October 27, 2006, Serabian terminated respondent's services and requested a refund.
5. On or about November 3, 2006, respondent refunded \$4,016 to Serabian.
6. On or about November 3, 2006, respondent executed a Substitution of Attorney form substituting out of the *Serabian v. Swaim* case.
7. On or about November 6, 2006, Serabian executed the same Substitution of Attorney form, substituting into the *Serabian v. Swaim* case in pro per. The Substitution of Attorney form was filed in *Serabian v. Swaim* on November 7, 2006.
8. Thereafter, Serabian filed a complaint against respondent with the State Bar.
9. Prior to August 23, 2007, Serabian filed a request for fee arbitration in *Serabian v. Onneflod*, Fresno County Bar Association Fee Arbitration Program Case No. 19-13. Serabian was seeking the balance of the funds she paid respondent as attorney's fees in *Serabian v. Swaim*.

10. On August 23, 2007, a hearing was held in the fee arbitration matter. Both parties submitted oral testimony and documentary evidence at the fee arbitration hearing. Respondent submitted to the fee arbitration panel a purported fee agreement with Serabian with Serabian's purported signature. The purported signature of Serabian was obviously traced and not a genuine signature.

11. On August 30, 2007, a non-binding decision was issued in the fee arbitration matter.

12. On October 19, 2007, respondent filed a Complaint Rejecting Non-Binding Fee Arbitration Award and Request for Trial in *Onneflod v. Serabian*, Fresno County Superior Court Case No. 07CECG0340DSB.

13. Thereafter, Serabian hired counsel to represent her in the *Onneflod v. Serabian* case.

14. On or about November 16, 2007, respondent sent a letter to Serabian's counsel on the issue of settlement of *Onneflod v. Serabian*, stating in part: "With respect to any resolution, before any viable settlement negotiations can take place, I want Ms. Serabian to dismiss the complaint that she has apparently filed with the State Bar of California."

15. On or about November 19, 2007, respondent sent another letter to Serabian's counsel on the issue of settlement of *Onneflod v. Serabian*, stating in part: "In response to your letter of November 16, 2007, I do not intend to have any negotiations or settlement discussions with your client until such time as the complaint that Ms. Serabian filed with the State Bar against me has been fully dismissed."

CONCLUSIONS OF LAW

1. By submitting a fee agreement with a purported signature which was obviously traced, respondent recklessly failed to perform with competence in wilful violation of Rule of Professional Conduct 3-110(A).
2. By seeking an agreement that Serabian dismiss her State Bar complaint as a condition of settlement of the *Onneflod v. Serabian*, respondent violated Business and Professions Code section 6090.5(a)(2).

The Lopez Matter (08-O-12053)

FACTS

1. On or about November 11, 2005, Roman and Juana Lopez ("the Lopezes") hired respondent

to represent them. Specifically, the Lopezes claimed that they were defrauded by the sellers of a business and real property, George and Alicia Gutierrez ("the Gutierrezes"), the real estate agent, Edward Mendez ("Mendez"), and the title company.

2. On or about November 11, 2005, the Lopezes entered into a written fee agreement with respondent agreeing to pay \$200 per hour for respondent's legal services in the matter.

3. On or about November 11, 2005, the Lopezes paid respondent \$3,300 in advanced attorney's fees.

4. The Lopezes are native Spanish speakers. Respondent does not speak Spanish. Vanessa Zarate ("Zarate"), respondent's former assistant, does not speak Spanish.

5. On December 19, 2005, respondent filed a complaint on behalf of the Lopezes against the Gutierrezes in the matter, *Lopez v. Gutierrez*, Tulare County Superior Court Case No. 05-110988. Respondent did not include Mendez or the title company as defendants in the complaint.

6. On April 28, 2006, respondent filed a first amended complaint. Respondent did not include Mendez or the title company as defendants in the first amended complaint.

7. In or about August 2006, the Lopezes notified respondent that they could no longer afford his fees and requested that he continue to represent them on a contingency fee basis. At that time, respondent refused to represent the Lopezes on a contingency fee basis and advised that he would stop working on the matter if he did not receive payment from the Lopezes.

8. On or about September 7, 2006, respondent sent a letter to Ana Gonzales, the Lopezes' daughter, requesting payment of outstanding fees. In the letter, respondent offered to represent the Lopezes on a contingency fee basis in exchange for payment of the outstanding fees. Also in the letter, respondent stated in part: "I am confident that continued prosecution of this case, as well as claims that we can assert against the realtor and the title company, if necessary, will result in a lucrative settlement for your parents...with the understanding and with the agreement that no further charges will be necessary until the case has settled or your parents have obtained a monetary award at the conclusion of their trial...I would implore you to talk to your parents and see if there is any way for them to pay the charges reflected in the most recent bill, or for someone else to do so at this time."

9. On or about September 18, 2006, Gonzales accepted the offer set forth in respondent's September 7, 2006 letter on behalf of her parents by sending respondent check number 1198 made payable to respondent in the amount of \$9,125.

10. On or about September 18, 2006, respondent deposited check number 1198.

11. As of on or about September 18, 2006, respondent agreed to represent the Lopezes through settlement and/or trial on a contingency fee basis.

12. From about November 11, 2005 through about September 18, 2006, the Lopezes and Gonzales paid respondent \$47,845.

13. On or about September 12, 2007, respondent sent a letter to the Lopezes (bearing the purported signature of Zarate) advising that respondent could no longer financially afford to work on the case. The letter enclosed two substitutions of attorney and requested that they sign and return of the documents by September 21, 2007. The Lopezes did not sign or return the substitutions of attorney.

14. On or about September 27, 2007, Edward Lopez called respondent's office and left a message advising that his grandparents would sign the substitutions of attorney if respondent amended the complaint to include Mendez and the title company by the next week, which was within the statute of limitations. Respondent received Lopez' message.

15. On October 4, 2007, respondent filed a second amended complaint in the matter which included Mendez as a defendant. Respondent did not include the title company as a defendant in the second amended complaint.

16. On October 10, 2007, respondent filed and served a motion to be relieved as counsel in the matter. In the motion, respondent stated: "Clients is [sic] not cooperating with counsel in case matters, and has [sic] failed to comply with material terms and conditions of the retainer agreement. Plaintiff's [sic] failure to cooperate and other breaches of the retainer including, failure to pay incurred costs in the litigation, absolutely impairs Mr. Onncflod's ability to further represent Plaintiffs..."

17. On or about October 19, 2007, the Lopezes sent a letter to respondent requesting him to file another amended complaint to include the title company as a defendant. Respondent received the October 19, 2007 letter, but did not file another amended complaint in the matter.

18. On or about October 22, 2007, respondent sent a letter to the Lopezzes stating that he would perform no further work on their case.

19. Thereafter, the Lopezzes claimed that they discovered that respondent filed a motion to be relieved as counsel.

20. On or about October 31, 2007, Roman Lopez sent a letter to respondent requesting that respondent withdraw his motion to be relieved as counsel. Respondent received the October 31, 2007 letter, but failed to respond to it.

21. On or about November 5, 2007, Roman Lopez again sent a letter to respondent reiterating the contents of the October 31, 2007 letter. Respondent received the November 5, 2007 letter.

22. On or about November 6, 2007, respondent sent a letter to the clerk of the court withdrawing his motion to be relieved as counsel. Respondent sent a copy of his November 6, 2007 letter to the Lopezzes.

23. On or about November 28, 2007, without the Lopezzes' knowledge or consent, respondent filed substitutions of attorney which purported to be signed by the Lopezzes. The purported signatures of Roman and Juana Lopez were obviously traced and were not genuine signatures.

24. At no time did any Lopez family member purport to give respondent or anyone employed by respondent the authority to sign a substitution on behalf of Roman or Juana Lopez.

25. On or about December 6, 2007, respondent sent a letter to Roman Lopez requesting him to contact the office immediately to make an appointment to pick up his files.

26. On January 18, 2008, a readiness conference was held in the matter. The Lopezzes appeared at the readiness conference. At that time, the Lopezzes, notified the Court that they did not sign the substitutions of attorney filed by respondent.

27. On January 23, 2008, the Court issued an Order to Show Cause Why Sanctions Should Not be Imposed on respondent regarding "plaintiff's [sic] signing of substitution of attorney" and scheduled an Order to Show Cause ("OSC") hearing to take place on February 15, 2008. Respondent received the OSC.

28. On February 13, 2008, respondent filed a declaration in response to the OSC. In the declaration, respondent stated:

It is my understanding that the daughter for Plaintiffs Roman and Juana Lopez...which parties I previously represented, is suggesting that Plaintiffs did not execute the subject substitutions of attorney in which they substituted me out of the case. Any such contention is clearly and totally without merit...I ended up filing a motion to withdraw that I was prepared to proceed on and go forward on. Prior to the hearing, I was asked by Anna Gonzales to take the motion off calendar and instructed to file an amended complaint. I was informed and assured that Mr. and Mrs. Lopez would thereafter sign a substitution of attorney and that they would proceed with the litigation of the case once I had filed the amended complaint. Thereafter, they came in to my office and executed the substitutions of attorney. The execution of the substitutions of attorney were [sic] witnessed by my legal assistant. I was told to temporarily hold on to the substitutions and not file them while they were talking to other attorneys who were apparently stepping in to represent them...No attorneys contacted me personally and the substitutions of attorney's [sic] were thereafter filed with the Court in November of 2007 and Plaintiffs were briefed with respect to all deadlines and matters that they had to address.

29. On or about February 15, 2008, the OSC hearing was held in the matter. Respondent, the Lopezes and Gonzales appeared for the OSC hearing. At the OSC hearing, Gonzales acted as translator for her parents.

30. At the February 15, 2008 OSC hearing, the Court asked the following question of respondent: "Let me take a look at this. Are you saying that those are your clients' signatures signed in your presence?" In response, respondent made the following knowingly false statement: "With my legal assistant also present."

31. At the February 15, 2008 OSC hearing, the Court ordered the appointment of a handwriting expert and continued the OSC hearing to March 30, 2008.

32. On or about February 20, 2008, respondent sent a letter to the Lopezes, stating in part:

After substantial reflection, thought and heartfelt evaluation, and for the purpose of trying to reach out to you to end our current strenuous situation, I am willing and fully capable of assisting you with the pending case at no further charge to you. I would not charge you any further attorney's fees or court costs. I am prepared to sign new substitutions of attorney and step back as your attorney to represent you in resolving this case through mediation, settlement or if necessary by taking the case to trial...If this is acceptable, I will prepare new substitutions of attorney. I would only ask that you and your daughter withdraw in writing with the Court and Judge O'hara [sic] your allegation with this Court before further judicial resources are extended so we can concentrate on this litigation, and only this litigation and bring the matter to a successful conclusion.

33. On or about March 10, 2008, respondent asked Zarate to submit a letter to the Court stating in part:

Mr. Onneflod has just suffered a medical set back. He suffered a heart attack last week and is scheduled to undergo surgery this week. The recovery period is approximately 4 weeks...Mr. Onneflod respectfully requests that the hearing be continued for approximately one month from the date of the presently scheduled hearing to allow Mr. Onneflod to recover...

34. In truth and in fact, respondent did not suffer a heart attack in or about March 2008, although respondent believed that he had.

35. In truth and in fact, respondent was not scheduled to undergo, and did not undergo, surgery in March 2008.

36. On March 10, 2008, the Court issued an order continuing the OSC hearing to April 4, 2008. The parties were ordered to appear for the OSC hearing and notified that the Court hired forensic document examiner, James A. Tarver ("Tarver"), as a handwriting expert. The Court further ordered Tarver to obtain handwriting samples from the Lopezes, examine the documents filed with the Court and file a report on his findings by March 25, 2008. Tarver was also ordered appear at the OSC hearing on April 4, 2008. Respondent received the Court's March 10, 2008 order.

37. On March 13, 2008, the Court issued an order continuing the OSC hearing to May 16, 2008. Respondent received the Court's March 13, 2008 order.

38. On March 13, 2008, the Lopezes filed a declaration wherein they stated that they did not sign the substitutions of attorney that respondent filed in the matter.

39. On March 26, 2008, Tarver filed a report dated March 24, 2008. In Tarver's March 24, 2008 report, he determined that the signatures of Roman and Juana Lopez on the substitutions of attorney were "not genuine." Respondent received Tarver's March 24, 2008 report.

40. On April 30, 2008, respondent asked Zarate to submit a letter to the Court stating in part:

Mr. Onneflod is presently being observed and treated for various heart ailments. This Court was previously notified that Mr. Onneflod had suffered a heart attack which has required substantial medical care and treatment. Mr. Onneflod is scheduled to under go [sic] further surgery and hospitalization. In addition, Mr. Onneflod is being treated by a neurologist. The recovery with [sic] be sixty (60) to ninety (90) days if evcrything goes well." Rcspondent requested that the OSC hearing be continued "for at least sixty (60) days" from the date of the May 15, 2008 OSC hearing.

41. In truth and in fact, respondent was not scheduled to undergo, and did not undergo surgery in April or May, 2008.

42. In truth and in fact, respondent was not hospitalized in April or May, 2008.

43. On May 9, 2008, the Court issued an order vacating the OSC hearing scheduled for May 16, 2008, and notifying the parties that it was referring the matter to the State Bar.

44. On May 14, 2008, the Honorable Patrick J. O'Hara submitted a report regarding respondent to the State Bar.

45. On August 5, 2008, respondent provided a written response to the State Bar regarding the allegations in the report submitted by Judge O'Hara. As part of the August 5, 2008 written response, respondent submitted a declaration under penalty of perjury dated July 30, 2008, stating in part: "Thereafter it is my understanding that they [the Lopezes] came into my office and executed the substitutions of attorney. I was told so by Vanessa Zarate and firmly believed her. It is my understanding that the execution of the substitutions of attorney was witnessed by my then legal assistant Vanessa Zarate... Any allegation that I in any way 'forged clients' signature' is utterly and completely false."

46. Also as part of respondent's August 5, 2008 written response, respondent submitted a declaration of Zarate dated March 13, 2008, on the issue of the Lopezes' substitutions of attorney ("Zarate declaration").

47. The Zarate declaration was entitled "Declaration of Vanessa Zarate in Conjunction with Order to Show Cause" and contained the caption and case number of the *Lopez v. Gutierrez* case.

48. The purported Zarate declaration was never filed in the *Lopez v. Gutierrez* case.

49. In truth and in fact, respondent drafted the language in the Zarate declaration.

50. In truth and in fact, respondent included false statements in the Zarate declaration.

51. In the Zarate declaration, Zarate stated in part:

2. In any event, on or about November 7, 2007, Roman and Juana Lopez did come in to the office and executed substitutions of attorney in my presence. I thereafter submitted the substitutions of attorney by mail to the Clerk's Office at Tulare County Superior Court for filing on November 12, 2008 [sic]. It is my understanding that the executed substitutions of attorney were never received by the clerk's office and were apparently lost in the mail or misplaced. 3. I called

and left messages for Mr. and Mrs. Lopez to come back in and sign new substitutions. On or about November 19, 2007, I spoke personally with Anna Gonzales who authorized me and instructed me to just resign and trace their signatures over the copies that we had maintained of Mr. and Mrs. Lopez' original signatures [that I had previously submitted but apparently lost or misplaced] to avoid Mr. and Mrs. Lopez from having to come back in. I told Anna Gonzales that I did not want to do that without consulting with Mr. Onneflod who was in trial. Anna Gonzales then proceeded with tracing over Mr. and Mrs. Lopez' signatures on the copies. Upon the return by Mr. Onneflod to his office, I thereafter presented the substitutions of attorney for Mr. Onneflod to execute which he did on or about November 19, 2008 [sic]. I did not speak to Mr. Onneflod concerning the issues pertaining to the executed substitutions. Mr. Onneflod was unaware of any of this.

52. Respondent did not handle the Lopezes' case through settlement and/or trial.

53. After filing the substitutions of attorney with the purported signatures of the Lopezes, respondent took no further action on behalf of the Lopezes.

CONCLUSIONS OF LAW

1. By making false statements in his October 10, 2007 motion to be relieved as counsel in *Lopez v. Gutierrez*, by filing falsified substitutions of attorney on behalf of the Lopezes, by making the false statement to Judge O'Hara at the OSC hearing that the Lopezes signed the substitutions of attorney in his presence, by attempting to coerce the Lopezes in his February 20, 2008 letter to file a written withdrawal of their allegations regarding the purported substitutions of attorney in exchange for a waiver of fees, and by making false statements about his medical condition in two letters submitted through his assistant to Judge O'Hara, respondent sought to mislead a judge in violation of Business and Professions Code section 6068(d).
2. By making false statements in his October 10, 2007 motion to be relieved as counsel in *Lopez v. Gutierrez*, by filing falsified substitutions of attorney on behalf of the Lopezes, by making the false statement to Judge O'Hara at the OSC hearing that the Lopezes signed the substitutions of attorney in his presence, by attempting to coerce the Lopezes in his February 20, 2008 letter to file a written withdrawal of their allegations regarding the purported substitutions of attorney in exchange for a waiver of fees, and by making false statements about his medical condition in two letters submitted through his assistant to Judge O'Hara,

by submitting the Zarate declaration to the State Bar, which contained false statements, respondent committed acts involving dishonesty (Bus. & Prof. Code §6106).

3. By constructively terminating his employment with the Lopezes and not taking any steps to avoid reasonably foreseeable prejudice to the Lopezes, and by abandoning the Lopezes after agreeing to represent the Lopezes through settlement and/or trial on a contingency fee basis, respondent improperly withdrew from employment in wilful violation of rule 3-700(A)(2), Rules of Professional Conduct.

The Johnson (08-O-13039)/Stephens Matter (08-O-14247)

FACTS

1. On or about December 29, 2005, John and Robin Johnson ("the Johnsons") hired respondent to represent them in a construction defect matter.
2. On or about December 29, 2005, respondent and the Johnsons executed a written fee agreement wherein the Johnsons agreed to pay advanced fees of \$3,500 and be billed at a rate of \$200 per hour for attorney's fees.
3. The written fee agreement executed by respondent and the Johnsons on or about December 29, 2005, contained the following language: "Our firm maintains errors and omissions (malpractice) insurance coverage." It is respondent's position that he submitted an outdated fee agreement form to the Johnsons to sign.
4. In truth and in fact, as of on or about December 29, 2005, respondent did not maintain malpractice insurance on behalf of his firm.
5. In truth and in fact, as of on or about December 29, 2005, respondent knew that he did not maintain malpractice insurance on behalf of his firm.
6. On or about January 29, 2008, Magdalena Stephens ("Stephens") hired respondent to represent her in a partnership dissolution matter.
7. On or about January 29, 2008, respondent and Stephens executed a written fee agreement wherein Stephens agreed to pay advanced fees of \$2,500 and be billed at a rate of \$200 per hour for attorney's fees.
8. The written fee agreement executed by respondent and Stephens on or about January 29,

2008, contained the following language: "Our firm maintains errors and omissions (malpractice) insurance coverage." It is respondent's position that he submitted an outdated fee agreement form to Stephens to sign.

9. In truth and in fact, as of on or about January 29, 2008, respondent did not maintain malpractice insurance on behalf of his firm.

10. In truth and in fact, as of on or about January 29, 2008, respondent knew that he did not maintain malpractice insurance on behalf of his firm.

11. On or about July 11, 2008, the Johnsons submitted a complaint against respondent with the State Bar.

12. On September 8, 2008, State Bar Investigator Amanda Gormley ("Gormley"), sent a letter to respondent regarding the allegations in the Johnsons' complaint. Gormley's September 8, 2008 letter requested that respondent respond to the allegations in the Johnsons' complaint in writing and specifically requested proof that respondent carried malpractice insurance as described in respondent's written fee agreement with the Johnsons. Respondent received a copy of Gormley's September 8, 2008 letter.

13. On or about October 10, 2008, respondent provided a written response to the State Bar regarding the allegations in the complaint filed by the Johnsons. As part of the written response, respondent falsely stated that he maintained malpractice insurance as described in respondent's written fee agreement with the Johnsons. Specifically, respondent stated that he maintained malpractice insurance under the following policy: Travelers Indemnity Company of Connecticut, policy number 9001H260.

14. In truth and in fact, the insurance policy information provided by respondent in his October 10, 2008 written response is policy information for respondent's business and automobile insurance and not malpractice insurance.

15. In truth and in fact, Travelers Indemnity Company of Connecticut does not provide coverage for professional liability and/or malpractice.

16. On February 18, 2009, Gormley sent a letter to respondent advising him that the insurance policy information he provided in his October 10, 2008 written response was not for

malpractice insurance and requesting proof that respondent carried malpractice insurance as represented in respondent's written fee agreement with the Johnsons. Respondent received Gormley's February 18, 2009 letter.

17. On March 5, 2009, respondent attended a meeting at the State Bar regarding, in part, the complaint made by the Johnsons. At the meeting, respondent again incorrectly stated that he maintained malpractice insurance as described in respondent's written fee agreement with the Johnsons and Stephens.

18. On or about March 9, 2009, respondent sent a letter to Gormley. In the March 9, 2009 letter, respondent stated that it was his belief that he maintained malpractice insurance under the following policy: Travelers Indemnity Company of Connecticut, policy number I-680-9002H176-TCT-08.

19. In truth and in fact, the insurance policy information provided by respondent in his March 9, 2009 letter is for respondent's general liability/property liability business insurance and not malpractice insurance.

20. In truth and in fact, the insurance policy information provided by respondent in his March 9, 2009 letter did not go into effect until on or about March 1, 2006, after the written fee agreement was executed by respondent and the Johnsons.

21. In truth and in fact, respondent knew as of March 9, 2009, that the insurance policy information provided by respondent in his March 9, 2009 letter did not go into effect until on or about March 1, 2006.

CONCLUSION OF LAW

1. Respondent's misrepresentation of his firm's malpractice insurance coverage in his fee agreement to the Johnsons and Stephens, and thereafter, his inaccurate statements to the State Bar regarding his firm's malpractice insurance coverage and policy information, were grossly negligent acts, which amounted to violation of Business and Professions Code section 6106.

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The Stephens Matter (08-O-14247)**FACTS**

1. The facts numbered 6 through 10 set forth above (at page 16) under "The Johnson (08-O-13039)/Stephens (08-O-14247) Matters" are incorporated herein as though fully set forth.
2. On or about January 29, 2008, Stephens paid respondent \$2,500 in advanced attorney's fees.
3. On February 19, 2008, respondent filed a complaint on behalf of Stephens in *Stephens v. Tran*, Fresno County Superior Court Case No. 08CECG00555.
4. In or about July 2008, Stephens called respondent's office and left a message requesting an update on the status of *Stephens v. Tran*. Respondent received Stephens' message.
5. On August 1, 2008, respondent sent a letter to Stephens providing an update on the status of *Stephens v. Tran* and requesting additional advanced fees for his representation in the matter.
6. On August 4, 2008, Stephens sent respondent check no. 2009 in the amount of \$1,500 as advanced fees.
7. On or about August 6, 2008, Stephens stopped payment on check no. 2009.
8. Soon thereafter, respondent sent a letter to Stephens requesting a replacement of check no. 2009. Stephens did not send a replacement of check no. 2009, or make any further payments to respondent.
9. On or about August 18, 2008, respondent again sent a letter to Stephens requesting a replacement of check no. 2009. Stephens did not send a replacement of check no. 2009, or make any further payments to respondent.
10. On or about September 3, 2008, respondent sent a letter to Stephens requesting a replacement of check no. 2009 by September 5, 2008. Stephens did not send a replacement of check no. 2009, or make any further payments to respondent.
11. Prior to September 26, 2008, the parties in *Stephens v. Tran* reached a settlement in principle.

12. On or about September 26, 2008, respondent filed a request for dismissal of *Stephens v. Tran*. The court entered the dismissal on or about October 2, 2008.

13. On or about September 29, 2008, respondent sent a letter to Stephens stating, in part: "To the extent I do not RECEIVE payment due on the enclosed invoice by noon on Friday October 3, 2008, I will immediately turn this matter over to my attorneys for civil collection and make a referral to the district attorney's office for prosecution for fraud and theft by deception."

14. On or about December 10, 2008, Stephens sent a letter to respondent requesting her client file. Respondent received the December 10, 2008 letter, but failed to return Stephens' file until sometime after July 31, 2009.

CONCLUSIONS OF LAW

1. By threatening to refer Stephens to the District Attorney's Office for prosecution, respondent threatened to present criminal charges to gain an advantage in a civil dispute in wilful violation of rule 5-100(A), Rules of Professional Conduct.
2. By failing to release Stephens' file to her promptly upon her demand, respondent wilfully violated rule 3-700(D)(1), Rules of Professional Conduct.

FACTS SUPPORTING AGGRAVATING CIRCUMSTANCES

Harm

The Lopez family was harmed by the loss of \$47,825 paid to respondent. The Tulare Superior Court was harmed by respondent's attempt to mislead it regarding the Lopezes' willingness to substitute respondent out of their case after they had paid him \$47,825, and respondent had agreed to continue to represent them through settlement or trial on a contingency fee basis. The Superior Court had to initiate OSC hearings and hire (and pay) a handwriting expert.

Multiple/Pattern of Misconduct

Not only are there multiple instances of misconduct involving four sets (including two married couples) of clients, plus misrepresentations to a Superior Court, but there is a pattern of submitting false signatures to tribunals (the fee arbitration panel in *Onneslod v. Serabian* and the Tulare Superior Court in *Lopez v. Gutierrez*), and improper tactics in the negotiation of fee disputes (submission of fee agreement with purported signature of Serabian to the fee arbitration panel, refusal to engage in negotiations with Serabian's subsequent counsel unless Serabian withdrew her State Bar complaint, and threat to turn Stephens over the DA's Office for stopping payment on an advance fee check).

AUTHORITIES SUPPORTING DISCIPLINE.

In *Weir v. State Bar* (1979) 23 Cal.3d 564, although the attorney knowingly submitted false information to the US INS regarding to two married couples who were clients, settled two clients' personal injury claims without the clients' consent, and converted entrusted funds (from the personal injury settlement proceeds) for his own use and benefit, the Supreme Court stated: "Finally, and perhaps most compellingly, petitioner's repeated practices of forgery, fraud and deceit with respect to his clients and the Immigration and Naturalization Service is indicative of serious breaches of integrity, thus involving moral turpitude." (Cites omitted.) (at 576). "A handwriting expert testified signatures . . . were not the genuine signatures of [the clients]. He also testified that the two signatures . . . were 'written over penciled outlines of the same name.'" (*Id.* at 572). Despite no prior disciplinary history, Weir was disbarred.

STATE BAR ETHICS SCHOOL.

Because respondent has agreed to attend State Bar Ethics School as part of this stipulation, respondent may receive Minimum Continuing Legal Education credit upon the satisfactory completion of State Bar Ethics School.

PENDING PROCEEDINGS.

The disclosure date referred to on page 2, paragraph A(6), was January 11, 2010.

COSTS OF DISCIPLINARY PROCEEDINGS

Respondent acknowledges that the Office of the Chief Trial Counsel has informed respondent that as of January 11, 2010, the costs in this matter are approximately \$7,593.80. Respondent further acknowledges that should this stipulation be rejected or should relief from the stipulation be granted, the costs in this matter may increase due to the cost of further proceedings.

In the Matter of PER CHRISTER ONNEFLOD	Case number(s): 07-O-13010 [08-O-12053; 08-O-13039; 08-O-14247]
A Member of the State Bar	

Financial Conditions

a. Restitution

- Respondent must pay restitution (including the principal amount, plus interest of 10% per annum) to the payee(s) listed below. If the Client Security Fund ("CSF") has reimbursed one or more of the payee(s) for all or any portion of the principal amount(s) listed below, Respondent must also pay restitution to CSF in the amount(s) paid, plus applicable interest and costs.

Payee	Principal Amount	Interest Accrues From
Roman & Juana Lopez (husband & wife)	\$37,151.22	September 18, 2006
Ana Maria Gonzales	\$9,125	September 18, 2006
Respondent agrees to waive any objection to payment by CSF of the principal amount of restitution agreed to in this stipulation.		

- Respondent must pay above-referenced restitution and provide satisfactory proof of payment to the Office of Probation not later than **January 11, 2013**, or the end of his period of probation, whichever occurs first.

b. Installment Restitution Payments

- Respondent must pay the above-referenced restitution on the payment schedule set forth below. Respondent must provide satisfactory proof of payment to the Office of Probation with each quarterly probation report, or as otherwise directed by the Office of Probation. No later than 30 days prior to the expiration of the period of probation (or period of reprobation), Respondent must make any necessary final payment(s) in order to complete the payment of restitution, including interest, in full.

Payee/CSF (as applicable)	Minimum Payment Amount	Payment Frequency

c. Client Funds Certificate

- 1. If Respondent possesses client funds at any time during the period covered by a required quarterly report, Respondent must file with each required report a certificate from Respondent and/or a certified public accountant or other financial professional approved by the Office of Probation, certifying that:

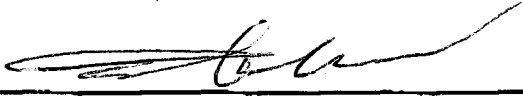
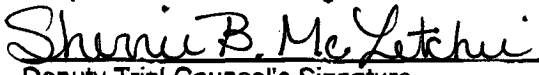
(Financial Conditions form approved by SBC Executive Committee 10/16/2000. Revised 12/16/2004; 12/13/2006.)

(Do not write above this line.)

In the Matter of PER CHRISTER ONNEFLOD	Case number(s): 07-O-13010 - PEM
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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 Fact, Conclusions of Law and Disposition.

January 13 2010 Date	 Respondent's Signature	Per Christer Onneflood Print Name
Date	Respondent's Counsel Signature	Print Name
January 14 2010 Date	 Deputy Trial Counsel's Signature	Sherrie B. McLetchie Print Name



(Do not write above this line.)

In the Matter Of PER CHRISTER ONNEFLOD	Case Number(s): 07- O-13010 [08-O-12053; 08-O-13039; 08-O-142471]- PEM
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ORDER

Finding the stipulation to be fair to the parties and that it adequately protects the public, IT IS ORDERED that the requested dismissal of counts/charges, if any, is GRANTED without prejudice, and:

- The stipulated facts and disposition are APPROVED and the DISCIPLINE RECOMMENDED to the Supreme Court.
- The stipulated facts and disposition are APPROVED AS MODIFIED as set forth below, and the DISCIPLINE IS RECOMMENDED to the Supreme Court.
- All Hearing dates are vacated.

The parties are bound by the stipulation as approved unless: 1) a motion to withdraw or modify the stipulation, filed within 15 days after service of this order, is granted; or 2) this court modifies or further modifies the approved stipulation. (See rule 135(b), Rules of Procedure.) The effective date of this disposition is the effective date of the Supreme Court order herein, normally 30 days after file date. (See rule 9.18(a), California Rules of Court.)

Feb. 1, 2010
Date


Judge of the State Bar Court

LUCY ARMENDARIZ

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 San Francisco, on, February 2, 2010, I deposited a true copy of the following document(s):

STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING

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

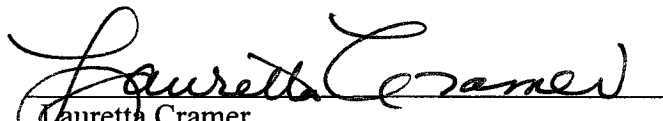
- by first-class mail, with postage thereon fully prepaid, through the United States Postal Service at San Francisco, California, addressed as follows:

**PER C. ONNEFLOD
1530 E SHAW AVE #111
FRESNO, CA 93710**

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

SHERRIE McLETCHE , Enforcement, San Francisco

I hereby certify that the foregoing is true and correct. Executed in San Francisco, California, on February 2, 2010.


Lauretta Cramer
Case Administrator
State Bar Court