

(Do not write above this line.)

**State Bar Court of California
Hearing Department
San Francisco
DISBARMENT**

Counsel For The State Bar Sherrie B. McLetchie Deputy Trial Counsel 180 Howard Street San Francisco CA 94105 Bar # 85447	Case Number(s): 10-O-5910-PEM and 11-O-16159 (unfiled)	For Court use only PUBLIC MATTER FILED DEC 01 2011 STATE BAR COURT CLERK'S OFFICE SAN FRANCISCO
In Pro Per Respondent Per C. Onneflod PO Box 1182 Clovis CA 93613 Bar # 146318	Submitted to: STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT DISBARMENT <input type="checkbox"/> PREVIOUS STIPULATION REJECTED	
In the Matter of: Per C. 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 6/11/90.
- (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 resolved by this stipulation and are deemed consolidated. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of (15) 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."



(Do not write above this line.)

- (5) Conclusions of law, drawn from and specifically referring to the facts are also included under "Conclusions of Law."
- (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):
- Costs to be awarded to the State Bar.
 - Costs are waived in part as set forth in a separate attachment entitled "Partial Waiver of Costs".
 - Costs are entirely waived.
- (9) ORDER OF INACTIVE ENROLLMENT:
The parties are aware that if this stipulation is approved, the judge will issue an order of inactive enrollment under Business and Professions Code section 6007, subdivision (c)(4), and Rules of Procedure of the State Bar, rule 5.111(D)(1).

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**
- (a) State Bar Court case # of prior case S181686 (07-O-13010)
 - (b) Date prior discipline effective 6/25/10
 - (c) Rules of Professional Conduct/ State Bar Act violations: rules 3-110(A); 3-700(A)(2); 3-700(D)(1); 5-100(A); and sections 6068(d); 6069.5(a); and 6106
 - (d) Degree of prior discipline 4 years & until restitution stayed; four years probation; 3 years and until payment of restitution (\$46,276.22, plus interest fr 9/18/06) actual suspension
 - (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. See "Facts".
- (4) **Harm:** Respondent's misconduct harmed significantly a client, the public or the administration of justice. See "Facts Supporting Aggravating Circumstances".
- (5) **Indifference:** Respondent demonstrated indifference toward rectification of or atonement for the consequences of his or her misconduct.

(Do not write above this line.)

- (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.. See "Facts".
- (8) **No aggravating circumstances** are involved.

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 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 with the ~~victims of his/her misconduct and to the~~ State Bar during disciplinary investigation and proceedings. Respondent displayed cooperation to the State Bar by admitting the misappropriation to the State Bar and 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. See "Facts Supporting Mitigating Circumstances".
- (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. See "Facts Supporting Mitigating Circumstances".
- (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.

(Do not write above this line.)

- (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:

Respondent repaid his client, Danny Skelton \$30,762.32 of the misappropriated \$37,554.92 over a 30 month period (January 2009 - July 2011). However, respondent repaid \$15,400 of the \$30,762.32 only after Skelton enlisted the assistance of another lawyer.

Respondent was diagnosed as suffering from, and is being treated for, depression. However, respondent's depression did not cause him to misappropriate \$37,554.92.

(Do not write above this line.)

D. Discipline: Disbarment.

E. Additional Requirements:

- (1) **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.
- (2) **Restitution:** Respondent must make restitution to Danny Skelton in the amount of \$ 6,792.60, plus 10 percent interest per year from 8/25/08. If the Client Security Fund has reimbursed Danny Skelton for all or any portion of the principal amount, respondent must pay restitution to CSF of the amount paid plus applicable interest and costs in accordance with Business and Professions Code section 6140.5.
~~Respondent must pay the above restitution and furnish satisfactory proof of payment to the State Bar's Office of Probation in Los Angeles no later than _____ days from the effective date of the Supreme Court order in this case.~~
- (3) **Other:**

ATTACHMENT TO
STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION

IN THE MATTER OF: PER C. ONNEFLOD

CASE NUMBERS: 10-O-5910-PEM and 11-O-16159 (unfiled)

VARIANCE BETWEEN THE AMENDED NOTICE OF DISCIPLINARY CHARGES AND STIPULATION

Any variance between the language of the Amended Notice of Disciplinary Charges ("ANDC") filed August 30, 2011, and the language of this Stipulation is waived.

FACTS AND CONCLUSIONS OF LAW

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

1. Per C. Onneflod ("respondent") aka Christer P. Onneflod was admitted to the practice of law in the State of California on June 11, 1990, was a member at all times pertinent to these charges, and is currently a member of the State Bar of California.

10-O-5910

Facts

2. On or about May 22, 2008, Danny Skelton ("Skelton") hired respondent on an hourly basis to represent him in an interpleader action filed March 4, 2008, *Esurance Property & Casualty Insurance Company v. Danny Skelton, Daniel Mitchell, et al.*, Madera County Superior Court case number MCV039724.

3. Skelton paid respondent \$3,500 in advance fees.

4. On August 15, 2008, judgment was issued in favor of Skelton. The judgment provided that the interpleader funds in the amount of \$37,554.92 be released to Skelton.

5. On August 22, 2008, respondent received from the court two checks (\$10,619.92 and \$26,935) payable to Skelton totaling \$37,554.92, which represented the interpleader funds.

6. On August 25, 2008, respondent deposited into his Wells Fargo client trust account number 19508XXXX ("CTA") the two checks payable to Skelton totaling \$37,554.92 which represented the interpleader funds. Skelton had not endorsed either of the two checks. Respondent had signed Skelton's

name and "endorsed to Christer P. Onneflood" on the backs of each of the two checks without Skelton's knowledge or permission.

7. Respondent had no form of power of attorney from Skelton.

8. Immediately prior to the \$37,554.92 deposit into respondent's CTA, the balance of respondent's CTA was \$16.10.

9. By letter dated September 29, 2008, respondent falsely represented to Skelton that the court had advised respondent that it would be a few more weeks before the interpleader funds would be released. Since respondent had already received the interpleader funds from the court, respondent knew that his representation to Skelton was false.

10. By letter dated October 21, 2008, respondent falsely represented to Skelton that the court continued to hold the interpleader funds. Since respondent had already received the interpleader funds from the court, respondent knew that his representation to Skelton was false.

11. By letter dated November 20, 2008, respondent falsely represented to Skelton that Esurance was contesting the release of interpleader funds. Since respondent had already received the interpleader funds from the court, respondent knew that his representation to Skelton was false.

12. By letter dated December 3, 2008, respondent again falsely represented to Skelton that Esurance was contesting the release of interpleader funds. Since respondent had already received the interpleader funds from the court, respondent knew that his representation to Skelton was false.

13. Beginning on August 25, 2008, and continuing through December 5, 2008, respondent withdrew the entire \$37,554.92 from his CTA to pay respondent's personal obligations. By December 5, 2008, the balance of respondent's CTA had fallen to \$21.02.

14. By letter dated January 23, 2009, respondent falsely represented to Skelton that he had recently received \$19,000 of the interpleader funds, and provided a CTA deposit slip showing a \$19,362.32 deposit, which, in fact, was for a check made payable to respondent "OBO: Rodney Ward." Since respondent had received the interpleader funds from the court in August 2008 as two checks in the respective amounts of \$10,619.92 and \$26,935, respondent knew that his representations to Skelton were false.

15. By CTA check number 1475, dated January 27, 2009, respondent paid Skelton \$15,362.32.

16. Thereafter, respondent sent Skelton an undated letter stating that respondent might pay Skelton the balance of the interpleader funds (\$37,554.92 - \$15,362.32 = \$22,192.60), and then proceed against Esurance himself. Since respondent had received the interpleader funds from the court in August 2008, respondent knew that his representations to Skelton were false.

17. By letter dated May 18, 2009, respondent offered to make monthly payments to Skelton on the balance of the interpleader funds even though he had not received any further money from the court. Since respondent had received all the interpleader funds from the court in August 2008, respondent knew that his representations to Skelton were false.

18. By letter dated July 20, 2009, respondent again offered to make monthly payments to Skelton on the balance of the interpleader funds even though he had not received any further money from the court. Since respondent had received all the interpleader funds from the court in August 2008, respondent knew that his representations to Skelton were false.

19. Respondent made the following payments to Skelton:

Check No.	Check Date	Check Amount	Account Number
10750	07/17/09	\$ 1,500	3011115536 (Wells Fargo business account)
10870	09/10/09	\$ 500	“
10930	10/23/09	\$10,000	“
10955	11/10/09	\$ 1,500	“
11032	03/15/10	\$ 500	“
11037	04/19/10	\$ 300	“
1503	06/01/10	\$ 350	“
1523	07/24/10	\$ 150	“
Cashier's Check #			
20003093	09/14/10	\$ 150	n/a
1542206	04/21/11	\$ 250	n/a
1568666	07/01/11	<u>\$ 200</u>	n/a
Subtotal		\$15,400	

20. On May 4, 2010, Skelton submitted a complaint against respondent to the State Bar.

21. To date, respondent has not paid the balance of the \$37,554.92 received in trust on behalf of Skelton to Skelton ($\$37,554.92 - (\$15,362.32 + \$15,400) = \$6,792.60$).

Conclusions of Law

1. By withdrawing the entire entrusted \$37,554.92 from his CTA to pay his own personal obligations, respondent failed to maintain the balance of funds received for the benefit of a client and deposited in a bank account labeled "Trust Account," "Client's Funds Account" or words of similar import in wilful violation of rule 4-100(A), Rules of Professional Conduct.

2. By misappropriating \$37,554.92, respondent committed acts involving moral turpitude or dishonesty in violation of Business and Professions Code section 6106.

3. By signing Skelton's name and putting "endorsed to Christer P. Onneflod" on the backs of two checks made jointly payable to respondent and Skelton without Skelton's knowledge or permission and without any form of power of attorney from Skelton, respondent committed acts involving moral turpitude or dishonesty in violation of Business and Professions Code section 6106.

4. By misrepresenting to Skelton by letter dated September 29, 2008, that the court had advised respondent that it would be a few more weeks before the interpleader funds would be released when respondent actually received and deposited the interpleader funds on or about August 25, 2008, respondent committed an act involving moral turpitude or dishonesty in violation of Business and Professions Code section 6106.

5. By misrepresenting to Skelton by letter dated October 21, 2008, that the court continued to hold the interpleader funds when respondent actually received and deposited the interpleader funds on or about August 25, 2008, respondent committed an act involving moral turpitude or dishonesty in violation of Business and Professions Code section 6106.

6. By misrepresenting to Skelton by letter dated November 20, 2008, that Esurance was contesting the release of the interpleader funds when respondent actually received and deposited the interpleader funds on or about August 25, 2008, respondent committed an act involving moral turpitude or dishonesty in violation of Business and Professions Code section 6106.

7. By misrepresenting to Skelton by letter dated January 23, 2009, that respondent had recently received \$19,000 in interpleader funds, and provided Skelton a deposit slip showing a \$19,362.32 deposit to respondent's CTA, which was, in fact, a check made payable to respondent on behalf of another, respondent committed an act involving moral turpitude or dishonesty in violation of Business and Professions Code section 6106.

8. By misrepresenting to Skelton in an undated letter sent between January 27, 2009, and May 18, 2009, that respondent might pay Skelton the outstanding balance of the interpleader funds and then proceed against Esurance himself when respondent had already received and deposited all the interpleader funds on or about August 25, 2008, respondent committed an act involving moral turpitude or dishonesty in violation of Business and Professions Code section 6106.

9. By misrepresenting to Skelton by letter dated May 18, 2009, that he was willing to make payments to Skelton despite not having received any further interpleader funds from the court since his letter to Skelton of January 23, 2009, when respondent had received and deposited all the interpleader funds in or about August 25, 2008, respondent committed an act involving moral turpitude or dishonesty in violation of Business and Professions Code section 6106.

10. By misrepresenting to Skelton by letter dated July 20, 2009, that he was willing to make payments to Skelton despite not having received any further interpleader funds, when respondent had received and deposited all the interpleader funds in or about August 25, 2008, respondent committed an act involving moral turpitude or dishonesty in violation of Business and Professions Code section 6106.

11-O-16159 (unfiled)

Facts

1. Effective June 25, 2010, by order of the California Supreme Court in case number S181686 (07-O-13010, etc.) filed May 26, 2010, respondent was actually suspended from the practice of law for three years and until payment of certain restitution and until satisfactory proof of rehabilitation to the State Bar Court, and respondent has remained continuously suspended to date.

2. As of June 25, 2010, respondent was fully aware that he was suspended from the practice of law.

3. By letter dated July 26, 2011, respondent notified Michael P. Landre ("Landre") that he

represented an individual and the individual's corporation (collectively, "client") who was claiming that Landre owed him money. In pertinent part the letter stated "If I have to proceed with formal collection litigation, all attorney's fees, court costs and litigation expenses . . . will be added to what you owe. If I have to file a lawsuit which I will sue [sic] unless you comply with this request immediately, I will hold you responsible for and will collect all such fees in addition to my client's monetary damages." The July 26, 2011 letter was signed by respondent, and was under the letterhead of "Law Offices of Christer P. Onneflod".

4. By letter dated August 3, 2011, respondent advised Landre that respondent had prepared a complaint for money damages on behalf of client since respondent's receipt of Landre's July 27, 2011 letter, and would file the complaint within seven days unless Landre provided respondent with copies of Landre's "2009 and 2010 federal and state tax returns, bank statements and any other records you maintain in your possession, custody or control which confirms your stated situation." The August 3, 2011 letter was signed by respondent, and was under the letterhead of "Law Offices of Christer P. Onneflod".

5. By letter dated August 12, 2011, respondent advised Landre that because Landre had not responded to respondent's August 3, 2011 letter, respondent's client had incurred additional legal fees for which Landre was now liable, and that if the total amount was not received by respondent by August 19, 2011, that respondent would file a civil action on behalf of his client against Landre. The August 12, 2011 letter was signed by respondent, and was under the letterhead of "Law Offices of Christer P. Onneflod".

6. By letter dated August 22, 2011, respondent demanded payment from Landre on behalf of respondent's client. The August 22, 2011 letter was signed by respondent, was under a letterhead of "Law Offices of Christer P. Onneflod", and enclosed a copy of civil complaint, also under the letterhead of "Christer P. Onneflod . . . Attorney for Plaintiffs", which respondent threatened to file August 29, 2011, unless Landre paid respondent the sum allegedly owing respondent's client, plus attorney's fees.

Conclusions of Law

1. By sending four letters to an unrepresented debtor on his law office letterhead while respondent knew he was suspended from the practice of law, respondent practiced law in California while he was not entitled to do so in violation of Business and Professions Code section 6125, which Business and Professions Code section 6126(b) makes a misdemeanor offense. By violating Business and Professions Code section 6125, respondent failed to support the law of this state in violation of Business and Professions Code section 6068(a).

2. By knowingly practicing law while suspended, respondent committed acts of dishonesty or moral turpitude in violation of Business and Professions Code section 6106.

FACTS SUPPORTING AGGRAVATING CIRCUMSTANCES

Harm

Respondent's misappropriation in August 2008 of \$37,554.92 (\$30,762.32 of which has been repaid) in interpleader funds awarded to Skelton necessitated Skelton taking out a "reverse mortgage" on his property in order to fund necessary repairs to his business -- his sole source of income -- that those interpleader funds were intended to compensate him for. Thus, Skelton was additionally harmed by the consequent loss of equity in his property.

FACTS SUPPORTING MITIGATING CIRCUMSTANCES

Family Problems

During 2008 respondent and his wife experienced domestic problems thereafter culminating in her filing for divorce. Both respondent and his wife were struggling with the medical, emotional, and behavioral issues of their three adopted children.

Severe Financial Stress

The medical, emotional, and behavioral issues of the three children adopted by respondent and his then wife, referenced above in "Family Problems" not only affected respondent emotionally, but also caused financial stress on respondent.

PENDING PROCEEDINGS

The disclosure date referred to, on page 2, paragraph A(7), was November 14, 2011.

COSTS OF DISCIPLINARY PROCEEDINGS

Respondent acknowledges that the Office of the Chief Trial Counsel has informed respondent that as of November 14, 2011, the prosecution costs in this matter are approximately \$4,277.40. 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.

AUTHORITIES SUPPORTING DISCIPLINE

Standards for Attorney Sanctions for Professional Misconduct

2.2 Offenses Involving Entrusted Funds or Property

(a) Culpability of a member of wilful misappropriation of entrusted funds or property shall result in

disbarment. Only if the amount of funds or property misappropriated is insignificantly small or if the most compelling mitigating circumstances clearly predominate, shall disbarment not be imposed. . . .

2.3 Offenses Involving Moral Turpitude, Fraud, Dishonesty or Concealment

Culpability of a member of an act of moral turpitude, fraud, or intentional dishonesty toward a court, client or another person or of concealment of a material fact to a court, client or another person shall result in actual suspension or disbarment depending upon the extent to which the victim of the misconduct is harmed or misled and depending upon the magnitude of the act of misconduct and the degree to which it relates to the member's acts within the practice of law.

2.6 Offenses Involving Other Specified Sections of the Business and Professions Code

Culpability of a member of a violation of . . . Business and Professions Code [Sections 6068(a) and 6125] shall result in disbarment or suspension depending on the gravity of the offense or the harm, if any, to the victim, with due regard to the purposes of imposing discipline

1.6 Determination of Appropriate Sanction

(a) . . . If two or more acts of professional misconduct are . . . acknowledged in a single disciplinary proceeding, and different sanctions are prescribed by these standards for said acts, the sanction imposed shall be the more or most severe of the different applicable sanctions.

1.7 Effect of Prior Discipline

(a) If a member is found culpable of professional misconduct in any proceeding in which discipline may be imposed and the member has a record of one prior imposition of discipline . . . , the degree of discipline in the current proceeding shall be greater than that imposed in the prior proceeding unless the prior discipline imposed was so minimal in severity that imposing greater discipline in the current proceeding would be manifestly unjust.

Case Law

In *Kaplan v. State Bar* (1991) 52 Cal.3d 1067, the misconduct was the "grievously improper" intentional misappropriation of \$29,000 from the attorney's own law firm. Kaplan had practiced for 12 years without prior discipline, suffered from emotional problems, marital stress, and the terminal illness of his mother-in-law. Despite making full restitution upon being confronted with the misappropriation, Kaplan was disbarred.

Misappropriation of client funds is a grievous breach of an attorney's ethical responsibilities and generally warrants disbarment unless the most compelling mitigating circumstances clearly predominate. (See *Grim v. State Bar* (1991) 53 Cal. 3d 21, 29, disbarred on a \$5,546 misappropriation; *Chang v. State Bar* (1989) 49 Cal. 3d 114, 128, disbarred on a \$7,000 misappropriation; *Kelly v. State Bar* (1988) 45 Cal. 3d 649, 656, disbarred on a \$19,000 misappropriation; *Gordon v. State Bar* (1982) 31 Cal.3d. 748, 757 disbarred on an aggregate misappropriation of \$27,000, and *In the Matter of Blum* (Review Dept. 1994) 3 Cal. State Bar Ct. Rptr. 170, disbarred on a \$55,000 misappropriation (no priors over ten years of practice).

Attorney who knew he was on interim suspension because of grand theft conviction held himself out as entitled to practice to divorce client and to opposing counsel which involved moral turpitude:

A member of the State Bar should not under any circumstances attempt to deceive another person, as petitioner here attempted to deceive the attorney his client employed to

represent her in an action to recover her funds from petitioner, and it is immaterial whether any harm was done . . . An attorney's practice of deceit involves moral turpitude.

Cadwell v. State Bar (1975) 15 Cal.3d 762, 772.

An attorney who held himself out as entitled to practice law while suspended and actually practiced law while an inactive member of the State Bar committed acts of moral turpitude and dishonesty, and, who in addition, misappropriated more than \$9,000, was disbarred. *In the Matter of Acuna* (Review Dept. 1996) 3 Cal. State Bar Ct. Rptr. 495.

WAIVER OF REFERRAL TO STATE BAR COURT PROGRAM FOR RESPONDENTS WITH SUBSTANCE ABUSE AND/OR MENTAL HEALTH CONDITIONS

In signing this stipulation, respondent hereby acknowledges that the State Bar Court's separate program for respondents with substance abuse or mental health conditions has been fully explained to him, that he has had an opportunity to request to be considered for that program, and that he has specifically waived any such consideration.

WAIVER OF OBJECTION TO CLIENT SECURITY FUND PAY-OUT


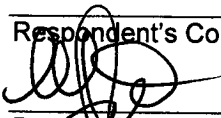

Respondent agrees to waive any objection to payment by the State Bar Client Security Fund of the principal amount of any restitution ordered by the Supreme Court in this case.

(Do not write above this line.)

In the Matter of: Per C. Onneflod	Case number(s): 10-O-5910
--------------------------------------	------------------------------

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, Conclusions of Law, and Disposition.

<u>November 15, 2011</u>		Per C. Onneflod
Date	Respondent's Signature	Print Name
<u>11/21/11</u>		Print Name
Date	Respondent's Counsel Signature	Print Name
<u>11/21/11</u>		Sherrie B. McLetchie
Date	Deputy Trial Counsel's Signature	Print Name
	<i>Marra S. O'Rourke for Sherrie B. McLetchie</i>	

(Do not write above this line.)

In the Matter of:
Per C. Onneflod

Case Number(s):
10-O-5910

DISBARMENT 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 5.58(E) & (F), 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.)**

Respondent Per C. Onneflod is ordered transferred to involuntary inactive status pursuant to Business and Professions Code section 6007, subdivision (c)(4). Respondent's inactive enrollment will be effective three (3) calendar days after this order is served by mail and will terminate upon the effective date of the Supreme Court's order imposing discipline herein, or as provided for by rule 5.111(D)(2) of the Rules of Procedure of the State Bar of California, or as otherwise ordered by the Supreme Court pursuant to its plenary jurisdiction.

Dec. 1, 2011
Date


Judge of the State Bar Court

LUCY ARMENDARIZ

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 San Francisco, on December 1, 2011, I deposited a true copy of the following document(s):

STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND
ORDER APPROVING; ORDER OF INVOLUNTARY INACTIVE ENROLLMENT

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
PO BOX 1182
CLOVIS, CA 93613 - 1182

- by certified mail, No. , with return receipt requested, through the United States Postal Service at , California, addressed as follows:

- by overnight mail at , California, addressed as follows:

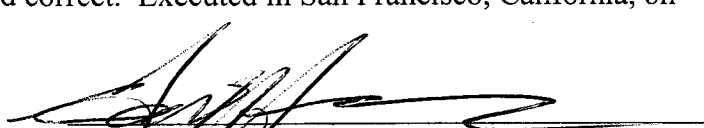
- by fax transmission, at fax number . No error was reported by the fax machine that I used.

- By personal service by leaving the documents in a sealed envelope or package clearly labeled to identify the attorney being served with a receptionist or a person having charge of the attorney's office, addressed as follows:

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

Sherrie Mcletchie, Enforcement, San Francisco

I hereby certify that the foregoing is true and correct. Executed in San Francisco, California, on December 1, 2011:


George Hue
Case Administrator
State Bar Court