

**IN RE: WILLIAM J. O'NEIL****NO. BD-2014-077****SUMMARY**¹

S.J.C. Judgment of Reinstatement entered by Justice Lenk on March 23, 2015.

William J. O'Neil, the respondent, was admitted to the bar of the Commonwealth on December 16, 1986. In a stipulation submitted to the Board of Bar Overseers on June 23, 2014, the respondent admitted to the following facts and disciplinary rule violations.

In the 1990's, the respondent practiced in Springfield, Massachusetts, in partnership with another attorney. In March 1998, the respondent and Reinaldo Gonzalez, then a paralegal in the firm, agreed to purchase the attorney's interest in the law practice and the firm's property in Springfield. In conjunction with the agreement, the respondent and Gonzalez signed two promissory notes to pay the attorney and/or his spouse \$95,000 and \$121,000 respectively, plus one percent interest, due in full in July 2010. As a result, the respondent and Gonzalez each had an ownership interest in the law practice.

Gonzalez was admitted to the bar in Massachusetts in January 2001. The Springfield attorney retired in 2005 and died in 2006.

By purchasing an ownership interest in the law practice with Gonzalez, a nonlawyer, from March 1998 to January 2001, the respondent violated Mass. R. Prof. C. 5.4(b).

The respondent and Gonzalez failed to pay the notes. By letter dated August 2011, the Springfield attorney's spouse made formal demand for payment plus interest pursuant to G.L. c. 93A. In September 2011, the respondent and Gonzalez responded to the letter, but did not pay off the debt.

In June 2012, Gonzalez engaged the respondent to represent him in his Chapter 13 bankruptcy matter. In June 2012, the respondent filed a Chapter 13 voluntary petition on behalf of the client with the bankruptcy court.

The respondent knowingly failed to disclose Gonzalez's debt to the Springfield attorney's spouse in Schedule F and failed to disclose that he was a co-debtor on that debt in Schedule H of the Chapter 13 bankruptcy petition. The respondent had a personal interest in concealing from the bankruptcy court the debt and in not becoming the sole obligor on the debt. As co-debtor on the two notes, the respondent knew or should have known that he had a conflict of interest in representing the Gonzalez in the bankruptcy, but he did not discuss the conflict with Gonzalez and obtain his consent.

Later in June 2012, the Springfield attorney's spouse filed a complaint for breach of contract and unjust enrichment against the respondent and Gonzalez in the Springfield Superior

¹ Compiled by the Board of Bar Overseers based on the record filed with the Supreme Judicial Court.

Court. The respondent and Gonzalez were served with the complaint. The respondent knowingly failed to amend the client's bankruptcy petition to reflect the debt to the Springfield attorney's spouse and the lawsuit, as required by the local bankruptcy rules.

Later, in 2013, the respondent withdrew from Gonzalez's bankruptcy, the superior court lawsuit was settled and the Springfield attorney's spouse filed a proof of claim in Gonzalez's bankruptcy.

By representing Gonzalez in his bankruptcy matter when his representation was or may have been materially limited by his responsibilities to another client, a third person, or by his own interests, the respondent violated Mass. R. Prof. C. 1.7(b).

By knowingly failing to include Gonzalez's debt to Lynda Martinez and by failing to list himself as a co-debtor on the client's petition for bankruptcy, the respondent violated Mass. R. Prof. C. 1.2(d), 3.3(a)(1), and 8.4(c), (d) and (h).

On July 14, 2014, the Board of Bar Overseers voted to accept the stipulation of the parties and to recommend that the respondent be suspended for six months. On August 11, 2014, the county court (Lenk, J.), entered an order suspending the respondent for six months, effective thirty days after the entry date.