

ADMONITION NO. 05-22

CLASSIFICATIONS:

Failing to Seek Client's Lawful Objectives or Abide by Client's Decisions to Settle or Enter Plea [Mass. R. Prof. C. 1.2(a)]

Failing to Act Diligently [Mass. R. of Prof. C. 1.3]

Failing to Communicate Adequately with Client [Mass. R. Prof. C. 1.4]

SUMMARY:

In early June 2002, a client engaged the respondent through a prepaid legal services plan to represent her in a civil matter in which she was being sued for \$3,400 in credit card debt. The client advised the respondent that while she owed some of the debt, she did not owe all of it and that she wanted to contest the suit. The respondent misunderstood the client's position and filed an answer admitting all of the credit card debt. The court set the matter down for a case management conference to be held in November 2002. Upon receiving the respondent's answer admitting the debt, the plaintiff filed a motion for judgment on the pleadings, and the court scheduled a hearing on that motion for July 2002. Notice of the hearing was sent to the respondent.

The respondent and the client met again in late June at which time the respondent did not inform the client of the plaintiff's motion for judgment on the pleadings or the July hearing on the motion. Because the respondent and the client did not discuss the respondent's answer admitting the debt or the plaintiff's motion for judgment on the pleadings, the misunderstanding was not discovered. Had the respondent understood the client's position, he could have filed a motion to amend his answer. The respondent did not do this, nor did he attend the July hearing. At the hearing, the court entered judgment on the pleadings and sent a copy to the respondent. The respondent sent the judgment to the client, but she did not understand its meaning.

Although the case management conference had been taken off the court's calendar at the time judgment entered, the respondent and the client appeared in court in November for the conference and spent hours waiting, only to learn after visiting the clerk's office that the conference had been canceled upon entry of judgment. The respondent's bill to the

prepaid legal services plan reflected 3.5 hours for the time spent at the court that day. The client discharged the respondent in November 2002. Acting pro se in the subsequent supplementary process proceeding, the client agreed to pay \$35 per month to the creditor, which she is still paying. She has since engaged successor counsel and is trying to reopen the judgment.

By admitting the debt in its entirety when the client only admitted owing some of the debt and wanted to contest the suit, the respondent failed to seek his client's lawful objectives, in violation of Mass. R. Prof. C. 1.2(a). By failing to amend his answer or appear at the hearing on the motion for judgment on the pleadings, the respondent neglected a legal matter entrusted to him, in violation of Mass. R. Prof. C. 1.3. The respondent also failed to adequately communicate with his client, in violation of Mass. R. Prof. C. 1.4.

The respondent received an admonition for his misconduct in this matter, conditioned upon his attendance at a continuing legal education course designated by bar counsel.