

## **ADMONITION NO. 20-09**

### **CLASSIFICATIONS:**

Failing to Seek Client's Lawful Objectives [Mass. R. Prof. C. 1.2(a)]

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

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

### **SUMMARY:**

In November 2013, the respondent agreed to represent a Massachusetts client in a claim for personal injuries she suffered as a result of a November 2, 2013 automobile accident in Andover, Connecticut. The statute of limitations for personal injury claims in Connecticut is two years.

The respondent used the calendar function in Outlook for all of her ticklers related to case deadlines and reminders. The respondent inadvertently entered the statute of limitations as three years in her Outlook calendar.

On November 14, 2013, and December 16, 2013, the respondent initiated claims with the insurance companies of the client and the adverse driver on her client's behalf. On May 1, 2015, and July 21, 2015, the respondent submitted a demand to the adverse insurance company for her client seeking the policy limits of \$50,000.

On November 2, 2015, the statute of limitations ran. Despite this, on January 26, 2016, the insurance adjuster extended a settlement offer of \$12,300. There was no mention of the statute of limitations between the respondent and the insurance adjuster. The respondent relayed the settlement offer to her client, but advised her that it was too low. The respondent failed to inform the client that the statute of limitations had expired and that the insurance company might not make another offer. The client rejected the offer.

Sometime prior to November 2, 2016, the respondent sought to preserve the client's claim by filing suit and learned of her error regarding her notation of the statute of limitations. The respondent informed the client that she had made an error and that the statute of limitations had expired. The respondent provided her client with a copy of her file and informed her that she could bring a malpractice action against her. In 2019, the respondent, through her malpractice insurer, paid the client \$90,000.

By failing to file the client's personal injury claim before the expiration of the statute of limitations, and failing to advise the client to accept the insurance company's offer, the respondent violated Mass. R. Prof. C. 1.2(a), 1.3 and 1.4.

The respondent was admitted to the Massachusetts bar on June 14, 1999, and has no prior disciplinary history. The respondent received an admonition for her conduct.