IN RE: THOMAS J. TORRISI

S.J.C. Order of Indefinite Suspension entered by Justice Sosman on June 22, 2001, with an effective date of July 23, 2001.[1]
(S.J.C. Judgment of Reinstatement entered by Justice Botsford on June 25, 2008.)

<u>SUMMARY</u>[2]

The respondent was admitted to practice in the Commonwealth of Massachusetts on December 18, 1985.

On September 13, 1997, the respondent and a client entered into a contingent fee agreement in connection with a personal injury claim resulting from a motor vehicle accident that occurred on August 10, 1997. On the same day, the client executed a limited power of attorney giving the respondent authority to execute medical payment checks, insurance papers, and "any other documents" related to the claim.

In March 1998, the client rejected an offer to settle the bodily injury claim for $8,500.00 and stated to the respondent that he wanted to get $12,000.00 or better. In early April 1998 the respondent orally settled the client's bodily injury claim with the insurer for $12,500.00.

On April 14, 1998, the respondent sent the insurer what purported to be the client's general release. The respondent in fact had signed the client's name to the release without the client's knowledge or authority and then notarized the supposed signature.

On or about April 8, 1998, the insurer forwarded the respondent a check in the amount of $12,500.00 payable to the respondent and to the client. On April 11, 1998, the respondent signed the client's name to the back of the check and deposited the check into his IOLTA account. The client did not have knowledge of or authorize the respondent's receipt of the check or its endorsement and deposit.

Prior to the deposit of the settlement check into his account, the balance in the IOLTA account on April 11, 1998, was $368.59. As of May 11, 1998, the respondent's account held a balance of $833.44 without any payment having being made to or on behalf of the client in the interim. Instead, the respondent wrote checks payable to himself, unrelated to any client matter.

On August 9, 1999, the client, still unaware that the respondent had received the funds described above, retained successor counsel. On August 16, 1999, successor counsel sent the respondent a letter informing requesting the client's file.

On August 17, 1999, the respondent met with the client at the client's home and informed the client that the case had settled for $12,5000. The respondent then misrepresented to the client that the settlement check was expected within ten days.

On August 18, 1999, successor counsel contacted the insurer and learned, for the first time, that the insurer had settled the case based on a release in its file. Also on August 18, 1999, the respondent contacted successor counsel and admitted that he had signed the client's name

to the release. On August 19, 1999, successor counsel received from the respondent a treasurer's check in the amount of $12,500.00.

The respondent intentionally used the client's funds for his own personal or business purposes with intent to deprive the client of his funds at least temporarily and with actual deprivation resulting. The respondent's conduct was in violation of Mass. R. Prof. C. 1.3, 1.15 and 8.4(c) and (h). The respondent also misrepresented to his client and the insurer the status of a matter that was entrusted to him, in violation of Mass. R. Prof. C. 8.4(c) and (h).

On May 2, 2001, Bar Counsel filed a petition for discipline against the respondent for the above and other related violations. The matter came before the Board of Bar Overseers on a stipulation of facts and disciplinary violations and a joint recommendation of an indefinite suspension. On May 14, 2001, the Board voted to accept the stipulation and to recommend the agreed-upon disposition to the Supreme Judicial Court. The Court so ordered on June 22, 2001. [2] Compiled by the Board of Bar Overseers based on the record before the Court.