

STATE OF MICHIGAN
COURT OF APPEALS

SEYBURN, KAHN, GINN, BESS, DEITCH AND
SERLIN, P.C.,

Plaintiff-Appellee,

v

KIRIT BAKSHI,

Defendant-Appellant.

FOR PUBLICATION
April 1, 2008

No. 272903
Oakland Circuit Court
LC No. 1999-018126-CK

Advance Sheets Version

Before: Saad, P.J., and Jansen and Beckering, JJ.

JANSEN, J. (*concurring*).

I fully concur in the result reached by the majority. I write separately, however, because I would decide this appeal in a less complex manner. An attorney-client relationship typically terminates at the same time that a potential legal-malpractice claim accrues. In general, "a legal malpractice claim accrues on the attorney's 'last day of professional service' in the matter out of which the claim for malpractice arose," or "'upon completion of a specific legal service that the lawyer was retained to perform.'" *Kloian v Schwartz*, 272 Mich App 232, 238; 725 NW2d 671 (2006) (citations omitted). "In general, once an attorney has discontinued serving the plaintiff-client, additional acts by the attorney will not delay or postpone the accrual of a legal malpractice claim." *Id.* at 238 n 2. In other words, follow-up and incidental activities—such as copying and forwarding a client's file—do not serve to extend an otherwise terminated attorney-client relationship. See *Bauer v Ferriby & Houston, PC*, 235 Mich App 536, 539; 599 NW2d 493 (1999).

The attorney-client relationship in this case terminated when plaintiff withdrew on September 30, 1993, see *Kloian, supra* at 238, and plaintiff's subsequent ministerial acts of copying and transmitting defendant's file did not extend the otherwise terminated professional relationship beyond that date, see *Bauer, supra* at 539. Consequently, plaintiff's contract-based cause of action for the recovery of attorney fees also accrued on September 30, 1993. See *Pellettieri, Rabstein & Altman v Protopapas*, 383 NJ Super 142, 149 n 7; 890 A2d 1022 (2006) (observing that "[t]he generally accepted rule is that an attorney's cause of action for legal fees accrues, for statute of limitation purposes, when the suit is completed or the attorney-client relationship is terminated, whichever happens first"); see also *Jenney v Airtek Corp*, 402 Mass 152, 154; 521 NE2d 388 (1988) (observing that "an attorney's cause of action for fees accrues no later than when his services terminate").

I would reverse and remand for entry of judgment in favor of defendant.

/s/ Kathleen Jansen