

IN DISCIPLINARY DISTRICT 0
OF THE
BOARD OF PROFESSIONAL RESPONSIBILITY
OF THE
SUPREME COURT OF TENNESSEE

IN RE: John Michael Giglio, BPR NO. 25139
Respondent, an attorney licensed
to practice law in Tennessee
(Catoosa County, Georgia)

FILE NO. 32196-0-KS

PUBLIC CENSURE

The above complaint was filed against John Michael Giglio, an attorney licensed to practice law in Tennessee, alleging certain acts of misconduct. Pursuant to Supreme Court Rule 9, the Board of Professional Responsibility considered these matters at its meeting on December 14, 2012.

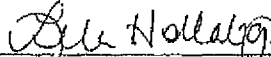
The Respondent's client's daughter was killed by her husband, who then killed himself. The Respondent agreed to represent the client in probating her daughter's estate, and in pursuing a recovery from the husband's life insurance and retirement fund. The Respondent informed his client that he would charge a fifteen percent contingency fee, but did not provide a written contract documenting the terms of the fee agreement. Because he was not licensed in Tennessee, the Respondent associated a Tennessee attorney to file the probate petition.

Under the law, only if the husband died before the client's daughter, would the funds from the husband's life insurance and employment account be distributed to the daughter's estate. Because it was not clear who had died first, funds totaling \$515,000 were interpled into federal court by the husband's life insurance company and employer. The Respondent negotiated a \$5,000 settlement for his client from the interpled funds.

The client paid the Respondent \$70,000, but contested the reasonableness of the fee before the Probate Court. Although the Respondent had not represented his client regarding her daughter's life insurance, he charged his client fifteen percent of the \$500,000 that the client received from her daughter's insurance company. After a hearing on the Respondent's fees, the Probate Court Clerk and Master issued a report which reflects that the Respondent violated Rule of Professional Conduct 1.5 (fees) in several respects: the Respondent did not provide his client with a written fee agreement which is required in contingency fee cases, the Respondent did not obtain his client's written consent prior to dividing the fee with a lawyer who was not in his firm, and the Respondent charged an unreasonable fee. The Clerk and Master found that a reasonable fee for the Respondent would be \$20,000, and ordered the Respondent to refund \$50,000 plus the costs of the proceeding to his client. The Respondent has refunded the excessive portion of his fees.

By the aforementioned acts, John Michael Giglio has violated Rules of Professional Conduct 1.5(a) (requiring reasonable fees), 1.5(c) (requiring written contingency fee agreements), and 1.5(e) (requiring written consent prior to division of fees between lawyers), and is hereby Publicly Censured for these violations.

FOR THE BOARD OF
PROFESSIONAL RESPONSIBILITY



Lela Hollabaugh, Chair

2-26-2013
Date