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

BOARD OF PROFESSIONAL
RESPONSIBILITY

 EXEC. SEC'Y

IN RE: Shawn P. Sirgo, BPR NO. 25693
Respondent, an attorney licensed
to practice law in Tennessee
(Williamson County)

FILE NO. 33343c-5-KB

PUBLIC CENSURE

The above complaint was filed against Shawn P. Sirgo, 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 10, 2010.

Respondent's client is an employee of a company. Respondent represents the company and its principal in various matters, and occasionally represents employees of the company in their personal legal affairs. The client requested that Respondent represent him in a DUI charge. Respondent quoted a flat fee of \$1,500.00, which would have to be paid in advance of representation. In March, 2010, the company's principal agreed to pay Respondent \$1,500.00 as an advance for the client's legal fees and Respondent began working on the case. In April, 2010, the client terminated his employment with the company. Respondent, shortly thereafter, filed a Motion to Withdraw from representation of the client in his criminal matter based upon the client's failure to reimburse the company for the advance it had given him for legal fees. At the client's request, Respondent agreed to continue with representation, but only under the condition that the client begin to make payments to Respondent so that Respondent could reimburse the

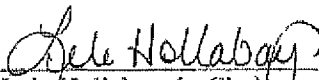
company's principal for the advanced fee. The client agreed, and Respondent began working on the client's case again. On April 19, 2010, the client returned to work for the company. On or about May 13, 2010, the client was terminated from the company. On the same date, Respondent participated in the completion of a "Separation Notice" form required by the Tennessee Department of Labor and Workforce Development. Respondent filled in the block concerning the circumstances of the separation by indicating there was termination for cause based on the principal's belief. On May 14, 2010, Respondent sent correspondence to the client indicating that due to his material involvement in the client's termination of employment from the company, a conflict of interest had developed which barred further representation in the client's pending criminal case. On July 26, 2010, a former employee sued the company and its principal. Respondent filed an Answer to the Complaint on behalf of the company and its principal, and on September 1, 2010, filed a Counterclaim in the action and named the client as a Counter-Defendant. Many of the facts contained in the Counterclaim filed against the client mirrored the actions which led to the client's termination from the company and the withholding of funds from his final paycheck. At Disciplinary Counsel's request, Respondent withdrew from further representation in that matter.

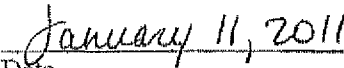
It was improper for Respondent to act as a collection agent for the company and its doctor against the client during his representation of the client in his criminal matter. Respondent created an actual conflict of interest which required his immediate withdrawal from both representation of the company and its principal in the collection of any debt, and from continued representation of the client in his criminal case. Respondent eventually resumed representation in the client's criminal case and participated in the termination of the client from the company. This again created a conflict of interest directly adverse to the client. Respondent

prepared an invoice for legal fees related to the client's case and provided that information to the company. That information was used to withhold funds from the client's final paycheck from the company. Respondent had knowledge of the withholding of funds from the client's final paycheck from the company immediately after his termination as indicated in his withdrawal letter to the client. The withholding of funds from an employee's final pay is prohibited by TCA §50-2-103(g). Respondent thereafter participated in litigation adverse to the client which was substantially related to the conduct that is the alleged reason for the client's termination from the company and its principal.

By the aforementioned facts, Shawn P. Sirgo, has violated Rules of Professional Conduct 1.6 (confidentiality), 1.7 (conflict of interest), 1.8(f) (conflict of interest, prohibited transactions), and 1.9 (conflict of interest, former client) and is hereby Publicly Censured for these violations.

FOR THE BOARD OF
PROFESSIONAL RESPONSIBILITY


Lela Hollabaugh, Chair


Date