

****Title**:** Lydia Castro-Justo vs. Atty. Rodolfo T. Galing

****Facts**:**

In April 2003, Lydia Castro-Justo engaged the services of Atty. Rodolfo T. Galing concerning dishonored checks issued by Manila City Councilor Arlene W. Koa. After paying his professional fees, Atty. Galing drafted a demand letter to Ms. Koa, advising Justo to wait before filing a complaint. Justo filed a criminal complaint against Ms. Koa for estafa and violation of B.P. Blg. 22 on July 10, 2003. Later, on July 27 and August 8, 2003, Atty. Galing, allegedly acting on behalf of Ms. Koa, filed a Motion for Consolidation and appeared before the prosecutor, sparking the complaint against him for representing conflicting interests.

****Procedural Posture**:**

Lydia Castro-Justo filed a disbarment complaint against Atty. Rodolfo T. Galing with the Integrated Bar of the Philippines (IBP), accusing him of conflicting interest by representing her and then Ms. Koa. The IBP's Board of Governors found Atty. Galing guilty, recommending his suspension from law practice for one year. This decision was elevated to the Supreme Court for final adjudication.

****Issues**:**

1. Whether Atty. Galing violated Canon 15, Rule 15.03 of the Code of Professional Responsibility by representing conflicting interests.
2. Whether the defense of no payment of professional fee absolves Atty. Galing from the attorney-client relationship with Justo.
3. Whether the efforts towards an out-of-court settlement and reconciliation justify Atty. Galing's actions.

****Court's Decision**:**

The Supreme Court agreed with the IBP's findings, emphasizing that an attorney-client relationship was established when Justo sought legal advice from Atty. Galing. The court underscored that the non-payment of professional fees does not exempt a lawyer from the prohibition against handling cases with conflicting interests. Atty. Galing's actions violated Canon 15, Rule 15.03 of the Code of Professional Responsibility. The Supreme Court, therefore, suspended Atty. Galing from the practice of law for one year, with a warning that a repetition of the same or similar acts will incur a more severe penalty.

****Doctrine**:**

The decision reiterates the principle that a lawyer shall not represent conflicting interests

except with written consent from all concerned parties after full disclosure of facts. It underscores the foundational role of trust and confidence in the lawyer-client relationship and establishes that such relationship can exist even without monetary compensation. Additionally, it illustrates that efforts towards reconciliation do not permit a lawyer to represent conflicting sides in legal proceedings.

****Class Notes**:**

- ***Attorney-Client Relationship***: Established when legal advice is sought and given; can exist despite the absence of a formal agreement or payment of professional fees.
- ***Conflict of Interest***: Breached when a lawyer represents opposing sides in the same or related cases without written consent from all parties.
- ***Fiduciary Duty***: Lawyers owe clients a duty of utmost loyalty and confidentiality, extending past the termination of the professional relationship.
- ***Sanctions for Misconduct***: Violations of the Code of Professional Responsibility, particularly concerning conflict of interest, can lead to severe consequences, including suspension from law practice.

****Historical Background**:**

This case highlights ethical considerations within the legal profession in the Philippines, particularly regarding the representation of clients with conflicting interests. It underscores the judiciary's role in maintaining the integrity and trustworthiness of legal practitioners. By adjudicating disputes of this nature, the Supreme Court enforces ethical standards essential for the administration of justice. The case echoes longstanding principles about the attorney-client relationship and conflict of interest, reinforcing the Code of Professional Responsibility's imperative role in legal ethics.