

Title:

****Atty. Virgilio A. Sevandal vs. Atty. Melita B. Adame: A Legal Battle on Professional Conduct and Client Representation****

Facts:

The case commenced when Atty. Virgilio A. Sevandal filed a disbarment complaint against Atty. Melita B. Adame on September 6, 2011. This complaint stemmed from a verbal agreement on February 2, 2011, between Atty. Sevandal and Merlina Borja-Sevandal (widow of Master Camilo Verano Sevandal) for legal services in connection with claims against various entities due to the death of her husband. A Retainer Contract was formalized on March 9, 2011, detailing the services and fees. Subsequently, an Addendum to Retainer Contract was executed on April 25, 2011, expanding the services to claims for death and other monetary benefits, increasing the success fee to 20%.

Despite these agreements, Atty. Adame, representing Merlina, filed a complaint with the NLRC against Fuyoh Shipping and Bandila Maritime for death benefits, among other claims, on May 3, 2011. This action led to discontinuation of Merlina's claims processing by DRPI. In response, Atty. Sevandal made several legal filings, indicating his representation of Merlina, and demanded 20% of any awarded amount as attorney's fees per the Addendum.

Atty. Adame countered that the Retainer Contract made with Atty. Sevandal was voided by Merlina and that Atty. Sevandal had no basis for claiming attorney's fees. Atty. Sevandal was later awarded P300,000.00 as attorney's fees as part of a compromise agreement, despite Atty. Adame's representation.

Issues:

1. Whether Atty. Sevandal encroached upon the professional employment of Atty. Adame.
2. Whether Atty. Sevandal committed falsehoods in presenting his entitlement to attorney's fees.
3. Determination of the appropriate disciplinary action against Atty. Sevandal for his professional conduct.

Court's Decision:

The Supreme Court modified the IBP's recommendation and found Atty. Sevandal guilty of encroaching on the professional services of Atty. Adame by involving himself in the NLRC case without being the counsel of record and without Merlina's authority. The Court found Atty. Sevandal's claim to attorney's fees based on the questionable Addendum as unmerited,

given the dubious nature of the document and the express revocation by Merlina. Thus, Atty. Sevandal was suspended from the practice of law for one year and directed to return the amount of P300,000.00 to Merlina.

Doctrine:

The case reiterates the doctrine against encroaching upon the professional employment of another lawyer outlined in Rule 8.02, Canon 8 of the Code of Professional Responsibility, emphasizing that a lawyer should not interfere in the client-lawyer relationship of another without proper authority.

Class Notes:

- Rule 8.02 of the CPR prohibits a lawyer from encroaching upon the professional employment of another lawyer.
- A lawyer's entitlement to attorney's fees must be based on valid, undisputed, and current agreements with the client.
- Misrepresentation or interference in another lawyer's client relationships can result in disciplinary sanctions, including suspension.
- The necessity of clear, written communication and agreement between a lawyer and their client to prevent disputes over representation and fees.

Historical Background:

This case highlights the importance of the lawyer-client agreement's specificity and clarity, especially with regards to representation scopes and fee arrangements. The evolving dynamics of legal representation, particularly in specialized fields like maritime law, underscore the importance of establishing and respecting professional boundaries between legal practitioners.