

EN BANC

[A.C. No. 13675. July 11, 2023]

MARY ROSE E. DIZON, RANDOLPH STEPHEN G. PLEYTO, AND JONASH BELGRADE C. TABANDA, COMPLAINANTS, VS. MAILA LEILANI TRINIDAD-RADOC, RESPONDENT.

R E S O L U T I O N

PER CURIAM:

This resolves the Complaint^[1] filed on April 15, 2019 by Mary Rose E. Dizon (**Mary Rose**), Randolph Stephen G. Pleyto (**Randolph**), and Jonash Belgrade C. Tabanda (**Jonash**), (collectively, the **complainants**) against Atty. Maila Leilani B. Trinidad-Radoc (**Atty. Trinidad-Radoc**) for violating Canon 16, Rules 16.01, and 16.03 of the Code of Professional Responsibility (**CPR**), praying for her disbarment and for the return of the misappropriated amount of P450,000.00, as well as attorney's fees, litigation expenses, and cost of suit.

The Facts

The complainants are young business entrepreneurs who engaged the services of Atty. Trinidad-Radoc in relation to a lease contract with a certain Mr. and Mrs. Nemesio Peralta, Jr. (**Spouses Peralta**). Randolph and Jonash initially discussed with Atty. Trinidad-Radoc, through calls and text messages, the circumstances of their transaction with Spouses Peralta.^[2]

On November 11, 2016, Atty. Trinidad-Radoc met with Jonash and Randolph informing them that she had already drafted a complaint against the Spouses Peralta, and that she needs P50,000.00 as acceptance fee and another P50,000.00 as "filing fee."^[3] Jonash and Randolph paid Atty. Trinidad-Radoc P20,000.00 in cash and an P80,000.00-check covering the total amount of her fees.^[4]

On November 15, 2016, Atty. Trinidad-Radoc showed Jonash and Randolph the printed copy of the complaint and asked them to sign the Verification part. Atty. Trinidad-Radoc assured them that she will file the signed complaint after their meeting that day.^[5]

Later on, Jonash texted Atty. Trinidad-Radoc to clarify the “attachment of properties” she had claimed was the best remedy. Atty. Trinidad-Radoc informed him that it will cost P100,000.00 to file such an “attachment case.” On November 21, 2016 (Monday), Atty. Trinidad-Radoc texted Jonash that she was “due to file an attachment on Wednesday. I was advised by the judge to file it even if they will not declare bankruptcy so as to secure our demand to be given priority over other creditors.”^[6]

On November 23, 2016 (Wednesday), Atty. Trinidad-Radoc texted Jonash that she had already filed the “attachment case” and asked to be reimbursed the P98,000.00 she allegedly paid.^[7]

Sometime between November 23 and 29, 2016, Atty. Trinidad-Radoc called Jonash to set another meeting to update them on the “attachment case” and reiterated the demand for payment of the P98,000.00. On December 14, 2016, she reiterated her claim. After negotiations on the mode of payment, Randolph deposited P49,000.00 as fifty percent (50%) downpayment at the PNB Congressional Branch, Quezon City.^[8]

On December 20, 2016, Atty. Trinidad-Radoc messaged that she had filed a complaint with the Bureau of Immigration (**BI**) to prevent the Spouses Peralta from leaving the country. The next day, she demanded payment for a “Claims and Damages Fee.” Randolph thus proceeded to the PNB Congressional Branch to deposit P150,000.00. Atty. Trinidad-Radoc confirmed receipt of the payment later that day, messaging via SMS: “*Ok na. I was able to withdraw the 150k. My secretary is on her way back to the city hall n. Will update you again. Tnx.*”^[9]

On February 1, 2017, Atty. Trinidad-Radoc notified the complainants that the decision in the case has yet to be released but she is expecting it anytime. On February 3, 2017, she asked for another P150,000.00 as additional “claims and damages fee.” Randolph paid the amount accordingly.^[10]

On February 6, 2017, Atty. Trinidad-Radoc declared that the complainants won the case, and that the court awarded P5 million in their favor. She added that the decision was already executory and that they will schedule the “sheriff’s sale”.^[11]

On February 18, 2017, Atty. Trinidad-Radoc claimed that the “sheriff’s sale” was successful, but the property of the Spouses Peralta was only sold at P2.2 million and they had to wait for the second sale to satisfy the P5 million judgment award.^[12]

On February 28, 2017, Atty. Trinidad-Radoc demanded another P200,000.00 as “buffer” money for her bidder, *“in case magkulang ang bid niya.”* The complainants, however, failed to deposit the amount as they had no more money to give her.^[13]

The complainants waited for days for feedback, but it was only on March 13, 2017, when Atty. Trinidad-Radoc assured them that the release of the PHP 5 Million judgment award was already being processed and that she would make the appropriate motion for its execution and release.^[14]

In the succeeding days, the complainants would inquire for updates, however, Atty. Trinidad-Radoc would only provide alibis. On May 19, 2017, Atty. Trinidad-Radoc claimed that the check representing the judgment award was already prepared. For several days, the complainants pressed Atty. Trinidad-Radoc on retrieving the check, but received no response. This prompted Jonash to proceed to the Quezon City Hall to receive the check personally. When he verified the case through the Quezon City Hall of Justice portal, he was surprised he could not find any case under their names, nor of the Spouses Peralta. He messaged Atty. Trinidad-Radoc about it several times but again received no reply.^[15]

Eventually, Atty. Trinidad-Radoc informed the complainants that the judgment award was already credited to the BDO bank account of Jonash. However, when he inquired with the bank, Jonash was surprised to learn that no such transaction existed. From May 22 to June 5, 2017, he repeatedly messaged Atty. Trinidad-Radoc, but received no response.^[16]

On June 23, 2017, the complainants alleged that Atty. Trinidad-Radoc confessed that she defrauded them by leading them to believe she filed the “attachment” and immigration complaints, that the court had awarded them P5 million as damages, and that the amount was credited the bank account of Jonash. She also confessed that she misappropriated the P450,000.00, or the aggregate amount she received from the complainants. With remorse, she executed a handwritten Undertaking^[17] to return the money.^[18]

However, despite repeated demands, Atty. Trinidad-Radoc still failed to fulfill her undertaking. The complainants thus proceeded to file a criminal complaint against her for Estafa. They were issued a Certification^[19] from the Clerk of Court of the Regional Trial Court of Quezon City confirming, Atty. Trinidad-Radoc’s failure to file the civil complaint:

[B]ased on the civil records and e-court system of this office from November 2016 to present, there is no civil case filed by RANDOLPH STEPHEN G. PLEYTO

. . . against NEMESIO S. PERALTA, JR.^[20]

The complainants likewise filed herein administrative case for the disbarment of Atty. Trinidad-Radoc and prayed that she be directed to return the P450,000.00 she misappropriated, including interest, as well as attorneys' fees, expenses of litigation, and cost of suit.^[21]

The Report and Recommendation of the Integrated Bar of the Philippines (IBP)

In his Report and Recommendation,^[22] the IBP Investigating Commissioner Oliver A. Cachapero (**Investigating Commissioner**) found Atty. Trinidad-Radoc guilty of violating Canons 15 and 16 of the CPR and recommended a suspension of three years. It was also observed that despite orders to attend the mandatory conference and file her Answer, Atty. Trinidad-Radoc failed to do so. Since the notices were not returned unserved, there was reason to believe that she received the copies of the Complaint and the IBP orders.^[23]

The Investigating Commissioner underscored that Atty. Trinidad-Radoc should have known that having been engaged by the complainants, she owed fidelity to their cause and should have always been mindful of the trust and confidence reposed in her. She was also found to have violated Canon 16 of the CPR for misappropriating funds entrusted to her by the complainants.^[24]

Further, the Investigating Commissioner found that Atty. Trinidad-Radoc's failure to deny and offer a disclaimer to the charges despite her receipt of the summons and the Complaint further prejudiced and incriminated her.^[25]

On June 25, 2022, the IBP Board of Governors issued a Notice of Resolution^[26] adopting and approving the Report and Recommendation that found Atty. Trinidad-Radoc administratively liable as such:

RESOLUTION NO. CBD-XXV-2022-06-10
CBD Case No. 19-6024
Mary Rose E. Dizon, et al. vs.
Atty. Maila Leilani B. Trinidad-Radoc

RESOLVED, to ADOPT and APPROVE, as it is hereby ADOPTED and APPROVED, the Report and Recommendation of the Investigating Commissioner of the imposition upon Respondent Atty. Maila Leilani B. Trinidad-Radoc of the penalty

*of **SUSPENSION from the practice of law for THREE (3) YEARS with STERN WARNING** that a repetition of the same or similar act shall be dealt with more severely; and*

*RESOLVED FURTHER, to recommend the imposition upon Respondent of **FINE** of Five Thousand Pesos (Php5,000.00) each for disobeying the directives of the Investigating Commissioner, i.e., - i) failure to file an Answer, ii) failure to file Mandatory Conference Briefer, iii) failure to appear during the Mandatory Conference, and iv) failure to submit his Position Paper, or a **total of Twenty Thousand Pesos (Php20,000.00)**. (Emphasis in the original)*

The Issue

Is Atty. Trinidad-Radoc guilty of violating the CPR?

The Ruling of the Court

The Court affirms the factual findings of the IBP but modifies the penalty imposed on Atty. Trinidad-Radoc.

Time and again, the Court has repeatedly reminded that as a privilege bestowed by law through the Supreme Court, one's membership in the Bar may be withdrawn where circumstances concretely show the lawyer's lack of essential qualifications including honesty, fidelity, and integrity.^[27] Lawyers bear the responsibility to meet the profession's exacting standards and any transgression holds him or her administratively liable and subject to the Court's disciplinary authority.^[28]

In a Resolution, dated April 11, 2023, the Court *En Banc* approved the Code of Professional Responsibility and Accountability (**CPRA**), which became effective on May 29, 2023.^[29] Section 1 of its General Provisions provides that the CPRA shall apply "to all pending and future cases, except to the extent that in the opinion of the Supreme Court, its retroactive application would not be feasible or would work injustice, in which case the procedure under which the cases were filed shall govern." The Court finds it apt to apply the CPRA as it would neither be infeasible nor work injustice.

Integrity, as embodied in the CPRA, is the sum total of all the ethical values that every lawyer must embody and exhibit. A lawyer with integrity, therefore, acts with independence, propriety, fidelity, competence and diligence, equality, and accountability. Atty. Trinidad-

Radoc failed to live up to the high moral standards required of her. The Court finds that her actions are flagrant violations of the provisions of the CPRA:

Canon 1

Independence

SECTION 1. *Independent, Accessible, Efficient, and Effective Legal Service.* — A lawyer shall make legal services accessible in an efficient and effective manner. In performing this duty, a lawyer shall maintain independence, act with integrity, and at all times ensure the efficient and effective delivery of justice.

.....

Canon IV

Competence and Diligence

A lawyer professionally handling a client's cause shall, to the best of his or her ability, observe competence, diligence, commitment, and skill consistent with the fiduciary nature of the lawyer-client relationship, regardless of the nature of the legal matter or issues involved, and whether for a fee or *pro bono*.

SECTION 1. *Competent, Efficient and Conscientious Service.* — A lawyer shall provide legal service that is competent, efficient, and conscientious. A lawyer shall be thorough in research, preparation, and application of the legal knowledge and skills necessary for an engagement.

SECTION 2. *Undertaking Legal Services; Collaborating Counsel.* — A lawyer shall only undertake legal services he or she can deliver. . . .

SECTION 3. *Diligence and Punctuality.* — A lawyer shall diligently and seasonably act on any legal matter entrusted by a client. A lawyer shall be punctual in all appearances, submissions of pleadings and documents before any court, tribunal or other government agency, and all matters professionally referred by the client, including meetings and other commitments.

SECTION 4. *Diligence in All Undertakings.* — A lawyer shall observe diligence in all professional undertakings, and shall not cause or occasion delay in any legal

matter before any court, tribunal, or other agency. . . .

Atty. Trinidad-Radoc violated the CPRA by deceiving and defrauding her client

Atty. Trinidad-Radoc was engaged to file a civil case in favor of the complainants. She steered the complainants to believe that she had filed a money claim against the Spouses Peralta, and asked for the attachment of the latter's properties, convincing them to sign the complaint, and hastily demanded payment for her services. At one point, she even convinced the complainants that filing an action to attach the properties of the Spouses Peralta was based on a judge's advice, assuring them that their legal concerns were attentively taken care of. To further the ruse, she claimed she had filed a case with the BI to prevent the Spouses Peralta from leaving the country. Thereafter, she successfully convinced the complainants that their phantom case had progressed and resulted in the trial court awarding them with P5 million. However, when pressed for the proceeds, Atty. Trinidad-Radoc no longer replied.

Here, there is nary a doubt that Atty. Trinidad-Radoc hoodwinked the complainants to believe their interests in their Sublease Agreement against the Spouses Peralta were being protected. Worse, she led them to believe that the trial court had granted them a monetary award that she had deposited to the complainant's bank account. These actions reflect a complete lack of integrity unbecoming of a member of the Bar.

Atty. Trinidad-Radoc's failure to return her client's money is a CPRA violation

Sections 49 and 50, Canon III of the CPRA emphasizes a lawyer's fiduciary relationship with a client by a strict mandate, thus:

SECTION 49. *Accounting during Engagement.* — A lawyer, during the existence of the lawyer-client relationship, shall account for and prepare an inventory of any fund or property belonging to the client, whether received from the latter or from a third person, immediately upon such receipt.

When funds are entrusted to a lawyer by a client for a specific purpose, the lawyer shall use such funds only for the client's declared purpose. Any unused

amount of the entrusted funds shall be promptly returned to the client upon accomplishment of the stated purpose or the client's demand.

SECTION 50. *Separate Funds.* — A lawyer shall keep the funds of the clients separate and apart from his or her own and those of others kept by the lawyer.

In *Egger v. Atty. Duran*,^[30] the Court explained this highly fiduciary relationship between a lawyer and client in this wise:

The relationship between a lawyer and his client is highly fiduciary and prescribes on a lawyer a great fidelity and good faith. The highly fiduciary nature of this relationship imposes upon the lawyer the duty to account for the money or property collected or received for or from his client. Thus, a lawyer's failure to return upon demand the funds held by him on behalf of his client, as in this case, gives rise to the presumption that he has appropriated the same for his own use in violation of the trust reposed in him by his client. Such act is a gross violation of general morality, as well as of professional ethics.^[31]

Believing their interests were being protected, the complainants dutifully complied with Atty. Trinidad-Radoc's demands for the payment of her legal fees. In sum, the complainants paid a total of P450,000.00 in the following tranches:

November 11, 2016	:	PHP 20,000.00 cash PHP 80,000.00 PSBank Check No. 0158342
December 14, 2016	:	PHP 49,000.00 through deposit to Atty. Trinidad-Radoc's account at PNB Congressional Branch
December 21, 2016	:	PHP 150,000.00 through deposit to Trinidad Radoc's account at PNB Congressional Branch
February 3, 2017	:	PHP 150,000.00 through deposit to Atty. Trinidad-Radoc's account at PNB Congressional Branch

Notwithstanding her eventual confession and undertaking to return said amount to the complainants, as reported by the Investigating Commissioner, Atty. Trinidad-Radoc has yet to return the money.

In *Belleza v. Atty. Macasa*,^[32] the Court decreed that a lawyer has the duty to deliver his or her client's funds or properties as they fall due or upon demand. A lawyer's failure to return

the client's money upon demand gives rise to the presumption that he or she has misappropriated it for his or her own use to the prejudice of and in violation of the trust reposed in him or her by the client. It is a gross violation of general morality as well as of professional ethics; it impairs public confidence in the legal profession and deserves punishment.^[33]

Undoubtedly, Atty. Trinidad-Radoc is also liable for violating Sections 49 and 50 of the CPRA.

The appropriate penalty is disbarment

The Court has repeatedly held that to justify suspension or disbarment, the act complained of must not only be immoral, but *grossly* immoral.^[34] An act to be considered grossly immoral shall be willful, flagrant, or shameless, as to show indifference to the opinion of good and respectable members of the community.^[35]

In *Manalang v. Atty. Buendia*,^[36] the Court ruled that it will not hesitate to mete out the grave penalty of disbarment if a lawyer is found guilty of misrepresentation and deception of his or her client. The Court disbarred the respondent lawyer who failed to file a case of annulment of marriage despite receipt of an acceptance fee of P270,000.00, and deliberately misled and deceived her client by fabricating a court decision.

In *Madria v. Atty. Rivera*,^[37] the Court disbarred the respondent lawyer who guaranteed to his client that he can obtain the decree of annulment without the petitioner appearing in court. Upon inquiry, the petitioner found that her petition was actually dismissed and the signature in the alleged decision presented by the respondent lawyer was forged. The Court explained in that case that his act "not only violates the court and its processes, but also betrays the trust and confidence reposed in him by his client."^[38]

Jurisprudence is likewise replete with similar cases where lawyers who misappropriated their clients' money were meted with the ultimate penalty of disbarment from the practice of law. In *CF Sharp Crew Management, Inc. v. Torres*,^[39] the Court disbarred the respondent lawyer whose *modus operandi* involved repeatedly requesting the issuance of checks purportedly for settling seafarers' claims against the complainant's various principals, only to have such checks deposited to an unauthorized bank account. In *Arellano University, Inc. v. Atty. Mijares III*,^[40] the Court disbarred the lawyer for misappropriating his client's money intended for securing a certificate of title on the latter's behalf. Similarly, in *Freeman v. Atty. Reyes*,^[41] the same penalty was imposed upon the lawyer who misappropriated the

insurance proceeds of her client's deceased husband.

As such, the Court modifies the penalty recommended by the IBP and finds that the acts of Atty. Trinidad-Radoc as serious offenses under Section 33 (d) and (e), Canon IV of the CPRA:

SECTION 33. Serious Offenses. — Serious offenses include:

....

(d) Gross negligence in the performance of duty, or conduct that is reckless and inexcusable, which results in the client being deprived of his or her day in court;

....

(g) Misappropriating a client's funds or properties[.]

It likewise does not escape the Court that Atty. Trinidad-Radoc willfully disregarded the lawful orders and processes of the IBP-CBD directing her to file her Answer, to attend the mandatory conferences, and to file her position paper, despite due notice. This is an aggravating circumstance under Section 38(b) (7), Canon VI of the CPRA, which allows the Court to impose the penalties of suspension or fine for a period or amount not exceeding double of the maximum prescribed thereunder. The Supreme Court may, in its discretion, impose the penalty of disbarment depending on the number and gravity of the aggravating circumstances.^[42]

All things considered, the Court finds that the actions of Atty. Trinidad-Radoc warrant the imposition of the supreme penalty of disbarment. The Court cannot ignore the brazen and shameless fraud perpetrated by Atty. Trinidad-Radoc, using her legal knowledge and skills to deceive and lead on her clients to keep on claiming her legal costs to the point of their own bankruptcy.

Atty. Trinidad-Radoc is also directed to pay in full the amount of P450,000.00 to the complainants within 10 days from notice, with interest at the rate of six percent (6%) *per annum*, from the finality of this decision until full payment.

On a final note, the Court reminds that lawyers are instruments for the administration of justice. As vanguards of our legal system, they are expected to maintain not only legal proficiency but also a high standard of morality, honesty, integrity, and fair dealing. In so doing, the people's faith and confidence in the judicial system is ensured.^[43] Any deviation from this sworn duty warrants the Court's disciplinary powers.

WHEREFORE, Atty. Maila Leilani Trinidad-Radoc is found **GUILTY** of Gross negligence in the performance of duty, or conduct that is reckless and inexcusable, which results in the client being deprived of his or her day in court, under Section 33(d) and misappropriating a client's funds or properties, under Section 33(g) of the Code of Professional Responsibility and Accountability. She is **DISBARRED** from the practice of law and her name stricken from the Roll of Attorneys, effective immediately.

Moreover, Atty. Maila Leilani Trinidad-Radoc is **ORDERED** to **RETURN** to the complainants the amount of P450,000.00, with interest of six percent (6%) *per annum*, reckoned from the date of finality of this Decision, until full payment.

Let a copy of this Resolution be attached to her personal record in the Office of the Bar Confidant.

Copies shall likewise be furnished to the Integrated Bar of the Philippines for its information and guidance; and the Office of the Court Administrator for dissemination to all courts of the Philippines.

SO ORDERED.

Gesmundo, C.J., Leonen, SAJ., Caguioa, Hernando, Lazaro-Javier, Inting, Zalameda, M. Lopez, Gaerlan, Rosario, J. Lopez, Dimaampao, Marquez, Kho, Jr., and Singh, JJ., concur.

^[1] *Rollo*, pp. 2-21.

^[2] *Id.* at 3-4.

^[3] *Id.* at 4.

^[4] *Id.*

^[5] *Id.* at 5.

^[6] *Id.* at 5-6.

^[7] *Id.*

^[8] *Id.* at 6-7.

^[9] *Id.* at 7-8.

^[10] *Id.* at 8-9.

^[11] *Id.* at 9-10.

^[12] *Id.* at 10.

^[13] *Id.* at 11.

^[14] *Id.*

^[15] *Id.*

^[16] *Id.* at 15-16.

^[17] *Id.* at 38.

^[18] *Id.* at 16.

^[19] *Id.* at 41.

^[20] *Id.*

^[21] *Id.* at 19.

^[22] *Id.* at 111-116.

^[23] *Id.*

^[24] *Id.* at 115.

^[25] *Id.* at 112 & 114.

^[26] *Id.* at 109-110.

[27] See **Garrido v. Attys. Garrido and Valencia**, 625 Phil. 347, 366 (2010) [*Per Curiam, En Banc*].

[28] See **Pontiano v. Atty. Gappi, A.C. No. 13118**, June 28, 2022 [Per J. Rosario, *En Banc*].

[29] Section 3 of the General Provisions of the CPRA states that it shall take effect fifteen (15) calendar days after publication in the Official Gazette or any newspaper of general circulation. The CPRA was published in the Philippine Star and Manila Bulletin on May 14, 2023, according to the Supreme Court Public Information Office.

[30] 795 Phil. 9 (2016) [Per J. Perlas-Bernabe, First Division].

[31] *Id.* at 17.

[32] 611 Phil. 179 (2009) [*Per Curiam, En Banc*].

[33] *Id.* at 191.

[34] **Valdez v. Atty. Dabon, Jr.**, 773 Phil. 109, 126 (2015) [*Per Curiam, En Banc*], citing **Figueroa v. Barranco, Jr.**, 342 Phil. 408, 412 (1997) [Per J. Romero, *En Banc*].

[35] **Zaguirre v. Atty. Castillo**, 446 Phil. 861, 867 (2003) [*Per Curiam, En Banc*].

[36] 898 Phil. 544, 560 (2020) [*Per Curiam, En Banc*].

[37] 806 Phil. 774 (2017) [*Per Curiam, En Banc*].

[38] *Id.* at 777.

[39] 743 Phil. 614, 622 (2014) [*Per Curiam, En Banc*].

[40] 620 Phil. 93, 99 (2009) [*Per Curiam, En Banc*].

[41] 676 Phil. 47, 69 (2011) [*Per Curiam, En Banc*].

[42] Section 39. Manner of imposition. – If one (1) or more aggravating circumstances and no mitigating circumstances are present, the Supreme Court may impose the penalties of suspension or fine for a period or amount not exceeding double of the maximum prescribed under this Rule. The Supreme Court may, in its discretion, impose the penalty or disbarment depending on the number and gravity of the aggravating circumstances.

....

^[43] **Lao v. Medel**, 453 Phil. 115, 120 (2003) [Per J. Panganiban, *En Banc*]; see also **Tomlin II v. Atty. Moya II**, 18 Phil. 325, 330 (2006) [Per J. Ynarez-Santiago, *En Banc*].

Date created: November 30, 2023