

RAMON GIL S. MACAPAGAL, COMPLAINANT, VS. ATTY. RICO V. DOMINGO, ATTY. STANLEY C. ZAMBARRANO, ATTY. JOSEPH M. DICHOSO, AND ATTY. LEOPOLDO D. AQUINO III, RESPONDENTS.

A.C. No. 10748, February 25, 2025

Ponente: SINGH, J.

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SINGH, J.:

This resolves the Motion for Reconsideration With Prayer for Rectification of Substantial Defects and/or Reopening of Administrative Proceeding (Motion for Reconsideration), dated October 6, 2024, filed by Atty. Rico V. Domingo (Atty. Domingo).

The Facts

The Court, in its Resolution,[1] dated January 30, 2024, suspended the respondents Atty. Domingo, Atty. Stanley C. Zambarrano (Atty. Zambarrano), Atty. Joseph M. Dichoso (Atty. Dichoso), and Atty. Leopoldo Aquino III (Atty. Aquino) (Atty. Domingo et al.), for violating A.M. No. 22-09-01-SC, or the Code of Professional Responsibility and Accountability (CPRA), and the Revised Lawyer's Oath. The dispositive portion of the said Resolution reads, as follows:

FOR THESE REASONS, the Court finds respondents Atty. Rico V. Domingo, Atty. Stanley C. Zambarrano, Atty. Joseph M. Dichoso, and Atty. Leopoldo D. Aquino III GUILTY of violating A.M. No. 22-09-01-SC, or the Code of Professional Responsibility and Accountability, and the Revised Lawyer's Oath. Accordingly, the Court imposes the following sanctions:

(a)

On Atty. Rico V. Domingo, SUSPENSION from the practice of law for a total period of four years is imposed for Gross Misconduct and Serious Dishonesty. A fine of PHP 35,000.00 is likewise imposed upon him for Simple Misconduct.

(b)

On Atty. Stanley C. Zambarrano, SUSPENSION from the practice of law for a period of six months and one day is imposed for Gross Misconduct. A fine of PHP 35,000.00 is likewise imposed for Simple Misconduct.

(c)

On Atty. Leopoldo Aquino III, SUSPENSION from the practice of law for a period of six months and one day is imposed for Gross Misconduct.

(d)

On Atty. Joseph M. Dichoso, a FINE of PHP 35,000.00 is imposed for Simple Misconduct.

The Court likewise STERNLY WARNS the respondents that a repetition of the same or similar offense shall be dealt with more severely.

The suspension from the practice of law shall take effect immediately upon receipt of the respondents of this [Resolution]. They are likewise DIRECTED to immediately file a Manifestation to the Court that their suspension has started, copy furnished all courts and quasi-judicial bodies where they have entered their appearance as counsels.

Let copies of this Resolution be furnished to the Office of the Bar Confidant to be appended to the personal record of the respondents as attorneys; the Integrated Bar of the Philippines, both its national office and the local chapter to which the respondents belong, for its information and guidance; and the Office of the Court Administrator for circulation to all courts in the country."[2]

The case stemmed from the Verified Complaint[3] filed by Ramon Gil S. Macapagal (Macapagal), then vice-president for corporate affairs of Unilever Philippines, Inc. (Unilever), on March 19, 2015, against Atty. Domingo et al., for malpractice, deceit, gross misconduct, and violation of the lawyer's oath.

In the Resolution,[4] dated July 18, 2016, and Resolution,[5] dated November 9, 2016, the Court noted the submissions of the parties and referred the case to the Integrated Bar of the Philippines (IBP) for investigation, report and recommendation. Atty. Patrick M. Velez (Atty. Velez) was assigned as the Investigating Commissioner.

The Report and Recommendation of the IBP

In the Report and Recommendation[6] (Report and Recommendation), dated May 7, 2019, of Atty. Velez, it was stated that during the Preliminary Conference, the parties agreed that matters such as libel, blackmailing, and other related cases outside the scope of disciplinary proceedings would have to be considered in the proper venue.[7]

Accordingly, the issues before the IBP were limited to the following: (a) whether the filing of pleadings by the Atty. Domingo et al. before the Regional Trial Court (RTC) inimical to the interests of Unilever, without its knowledge and conformity and after the engagement as counsel had already been terminated, constitutes misconduct on the part of Atty. Domingo et al.; (b) whether the act of maligning Macapagal in pleadings before several courts when the Atty. Domingo et al. were no longer counsels of Unilever amounts to misconduct; (c) whether the acts of threatening and filing a criminal case against Macapagal constitute misconduct; and (d) whether the act of charging fees above the amount appearing in the retainer agreement constitutes misconduct on the part of Atty. Domingo.[8]

Atty. Velez summarized the salient facts of the case after considering the statements and pleadings filed by Macapagal and Atty. Domingo et al. in the course of the proceedings.

The Report and Recommendation narrates that sometime in 2001, Unilever engaged the services of Atty. Domingo and his firm, Law Firm of R.V. Domingo & Associates (RVD Law), as external lawyer for enforcement and prosecution of anti-counterfeiting activities, handling various criminal cases for violation of the Intellectual Property Law (anti-counterfeiting cases). Atty. Domingo is the sole proprietor of RVD Law while Atty. Zambarrano, Atty. Dichoso, and Atty. Aquino were associates of RVD Law.[9]

A Retainer Agreement (2001 Retainer Agreement) was signed on October 30, 2001 by Atty. Domingo and Atty.

Danilo L. Cruz (Atty. Cruz), then Unilever's General Counsel. Attached to the 2001 Retainer Agreement is the September 10, 2001 Schedule of Fees (2001 Schedule of Fees) expressly fixing the rates of appearance fees and per diems for cases outside of Metro Manila at PHP 4,000.00 each.[10]

From 2007, Macapagal headed the Brand Protection Group and dealt with RVD Law and the Atty. Domingo et al. in relation to the anti-counterfeiting cases, while Atty. Cruz was retained as legal consultant of the Brand Protection Group.[11]

In 2013, after Unilever's then chairman, Mr. Peter Cowan, noticed the spike in anti-counterfeiting expenditures in the Philippines, Unilever conducted a review audit and discovered that it was paying Atty. Domingo et al. appearance fees and per diems at the rate of PHP 6,500.00 each. For 10 years, as evidenced by the 359 Statements of Account, Unilever approved the payment of PHP 6,500.00 per hearing and per diem. Atty. Domingo claimed that the increase was pursuant to the February 10, 2003 RVD Law Schedule of Fees (2003 Schedule of Fees), which he sent to Atty. Ma. Leah J. Sebastian (Atty. Sebastian) in 2007. However, the 2003 Schedule of Fees does not bear the conformity of Unilever. Consequently, Macapagal sent various requests to Atty. Domingo and RVD Law to submit a contract between RVD Law and Unilever that would justify why the rate of PHP 6,500.00 was used in the invoices.[12]

On October 25, 2013, Macapagal instructed his executive assistant, Rose Aquino, to send an email addressed to Rowena Viacruz, the Chief of RVD Law's Finance Accounting Unit, to return the invoices because RVD Law has been overcharging Unilever for appearance fees and per diems when the Soap and Detergents Association of the Philippines (SDAP) schedule of fees dated September 10, 2011 provided that it should only be PHP 4,000.00.[13] On October 30, 2013, Macapagal again sent a letter reiterating his request for the correction of the invoices, unless RVD Law can present documentary basis for the increased rates.[14]

In response, on January 7, 2014, Atty. Domingo sent a letter, dated January 3, 2014, threatening to sue Macapagal for libel because of the alleged defamatory remarks he made in the October 25 and October 30 emails, unless he retracts, together with a written apology, his statement that RVD Law has been overcharging Unilever. The pertinent portions of the letter are reproduced:

This refers to your email of [October 25, 2013] and letter dated [October 30, 2013] where you claim that "[I] have been overcharging ULP by billing [PHP] 6,500.00 for appearance fees and [PHP] 6,500.00 for [per diems][.]" This false and malicious accusation is defamatory and you stand to be punished, upon conviction, for libel with imprisonment and/or fine pursuant to Article 353 in relation to Article 355 of the Revised Penal Code.

....

Plainly, all elements of libel are present in this case. Therefore, any lawyer who knows his law on libel will conclude that your accusation that "[I] have been overcharging ULP by billing [PHP] 6,500.00 for appearance fees and [PHP 6,500.00] [f]or [per diems]" is slanderous and an actionable wrong which may be used as a basis for the institution of a criminal suit against you in your personal capacity and your cohorts who are impelled by the same motive to further this insidious calumny against my honor and reputation.

....

Given the foregoing, I therefore ask that you retract, together with a written apology (with copy to all recipients of your [email] [October 25, 2013] and a letter and [email] of [October 30, 2013]), your defamatory statement that "[I] have been overcharging ULP by billing [PHP]6,500.00 for appearance fees and [PHP]6,500.00 for per diems", which tend to cause [dishonor], discredit or contempt of my person. Should you fail to heed this demand within five (5) days from your receipt of this letter, I shall take it to mean that you

have opted to litigate this matter in the court of law[,] and I will be constrained to instruct my lawyers, much to my regret, to file without further notice the attached Charge Sheets in Makati City and Quezon City.[15]

On January 13, 2014, Macapagal sent a response to Atty. Domingo and expressed his surprise at the reaction of the latter to Unilever's inquiry relative to the invoices and his threat to sue him. He reiterated that per Unilever's records, the rates for appearance fees and per diems are PHP 4,000.00 each. Unilever's system will reject the request for payment if there was no documentation to support the fee of PHP 6,500.00.[16]

Atty. Domingo refused to rectify the invoices and insisted that the fees computed at PHP 6,500.00 were correct, pursuant to the amended agreement, and that Unilever is now estopped to claim otherwise, having paid the same for over 10 years.[17]

On January 24, 2014, Unilever terminated the services of RVD Law, effective immediately upon receipt of the termination letter. RVD Law was likewise instructed to file its withdrawal of appearance for all cases and proceedings where it represented Unilever.[18] On April 11, 2014, Macapagal wrote another letter to remind Atty. Domingo et al. that Unilever will not honor any statement of account sent or will be sent for appearances after their termination as counsel on January 24, 2014, and that the Atty. Domingo et al. should desist from representing themselves as counsel of Unilever.[19]

Despite the above-mentioned instructions, however, in the months of May and June 2014, RVD Law filed similarly worded Manifestations with Motion (Manifestations with Motion), all dated January 23, 2014, and uniformly prayed for the dismissal with prejudice of Unilever's pending anti-counterfeiting cases. Macapagal summarized the filings of the Atty. Domingo et al. and attached copies of the 32 Manifestations with Motion that Atty. Domingo et al. filed before various courts in relation to the pending anti-counterfeiting cases. The Manifestations with Motion were all signed by Atty. Domingo, sometimes by himself, some with Atty. Aquino, but mostly with Atty. Zambarrano.[20]

To counteract the Atty. Domingo et al.'s unauthorized filings, Unilever immediately instructed its new counsel, O.M. Manahan and Associates, to file the necessary pleadings. Accordingly, O.M. Manahan and Associates filed identical comments in each of the cases and attached copies of the joint affidavit executed by Macapagal and Atty. Sebastian, Unilever's then general counsel. In their Joint Affidavit, Macapagal and Atty. Sebastian categorically stated that they did not give any authority to RVD Law to move for the dismissal of the anti-counterfeiting cases with prejudice, especially since the engagement of RVD Law as counsel for Unilever was already terminated months before the filing or on January 24, 2014.[21]

In response, RVD Law also filed identical Manifestations, signed by Attys. Domingo, Zambarrano, and Dichoso, stating that they were purportedly authorized by Unilever to file the Manifestations with Motion despite the notice of termination.[22]

On October 24, 2014, Atty. Domingo filed before the Office of the City Prosecutor of Quezon City a libel complaint against Macapagal.[23]

In a letter dated February 6, 2015, Siguion Reyna Montecillo and Ongsiako Law Office informed RVD Law that they are the new counsel of Unilever, they should cease communicating directly with Unilever, and should instead direct his communications with the said law office citing established legal ethics.[24] Despite this instruction, however, Atty. Domingo furnished, through email, copies of Macapagal's warrant of arrest, bail photos, and fingerprints, in relation to the libel complaint, to Atty. Sebastian, Atty. Sarah Woodhouse, and Atty. Adonis Gabriel, all of whom are colleagues of Macapagal in Unilever.[25] On March 19, 2015, Macapagal filed the Verified Complaint. On January 22, 2016, Macapagal, for himself and on behalf of Unilever, filed a criminal complaint against Atty. Domingo for consummated estafa.[26]

In his Report and Recommendation, Atty. Velez limited his findings to the specific violations of legal ethics and explained as follows:

But this was not an easy case to investigate, considering the sheer volume of pleadings and pieces of evidence presented by the parties. The records of this case already exceed more than two boxes full of documents and cannot be carted around by any single man. To make matters worse, some of the matters that were adduced in this case refer to extraneous matters such as the criminal cases and the other cases filed by the parties against each other. At the risk, of possibly infringing on the proper jurisdiction of these courts that are hearing these other cases, We had to tread carefully to ensure that possible rulings in those cases will not be pre-empted by an otherwise different interpretation in this present disciplinary proceeding[.]. Thus, it has to be stressed that the determination in this case must only refer to specific violations of legal ethics, and will not go towards resolving issues in relation to those extraneous cases we have already noted.[27] (Emphasis supplied)

Atty. Velez found that there was substantial evidence to support that Atty. Domingo et al. have committed infractions of the Code of Professional Responsibility and consequently, violated their oath as lawyers.[28]

Consequently, Atty. Velez recommended that the following penalties of suspension be imposed:

SUSPENSION FROM PRACTICE OF LAW FOR A PERIOD OF SIX YEARS against Respondent Rico V. Domingo who for ill motive committed overcharging of his erstwhile client [Unilever], fomented litigation and misrepresented himself to be counsel for [Unilever] despite the clear termination of his services to [the] utter detriment of his client's interest; and

SUSPENSION FROM PRACTICE OF LAW FOR A PERIOD OF THREE MONTHS against Respondents Stanley C. Zambarrano, Joseph M. Dichoso, and Leopoldo Aquino III for misrepresenting to be counsel for [Unilever] when they signed the Manifestation and Motions to Dismiss with Prejudice despite the clear termination of RVD Law Office's services. This penalty is proper in the light of the requirement of lawyers to exercise appropriate diligence in representing a client's cause.

WHEREFORE, under the premises considered, it is Respectfully RECOMMENDED that the Respondent Rico V. Domingo should be SUSPENDED from the practice of law for a period of six (6) years and that Respondents Stanley C. Zambarrano, Joseph M. Dichoso, and Leopoldo Aquino III be SUSPENDED from the practice of law for a lesser period of only three (3) months for the acts they committed in violation of the time held precepts of Legal Ethics.[29] (Emphasis in the original)

In its Resolution,[30] dated December 15, 2019, the IBP Board of Governors (IBP Board) resolved to adopt the findings of the Investigating Commissioner but modified the penalty in that a suspension of six months from the practice of law be uniformly imposed upon Atty. Domingo et al. In its Extended Resolution,[31] dated July 1, 2022, the IBP Board explained that the lesser sanction is in view of their observation that the acts complained of and found to be present do not rise to the level of eroding the moral character of Atty. Domingo et al.[32]

The records of the case were then transmitted to the Court for its resolution.[33]

The Ruling of the Court in the Assailed Resolution

The Court adopted the findings of the IBP with modification as to the recommended penalty in view of A.M. No. 22-09-01-SC, or the Code of Professional Responsibility and Accountability (CPRA),[34] which repealed the Code of Professional Responsibility (CPR).[35]

At the outset, the Court stressed that the IBP was correct in limiting the issues of the case and it will not concern itself with the propriety of the criminal cases filed by the parties against each other, as the main concern in disbarment proceedings is a lawyer's administrative liability. However, the Court noted that despite limiting the issues in the disciplinary proceeding to four, the IBP did not discuss the issues of Atty. Domingo et al. act of

maligning Macapagal in their pleadings and Atty. Domingo's act of threatening and eventually filing criminal cases against Macapagal. Thus, the Court endeavored to discuss the issues as agreed upon during the preliminary conference.[36]

The Court found that (1) charging fees beyond the amount appearing in the 2001 Retainer Agreement and thereafter threatening to sue Macapagal violate the fiduciary character of a lawyer-client relationship amounting to Serious Dishonesty; (2) filing the Manifestations with Motion after the engagement as counsel has been terminated amounts to Gross Misconduct on the part of Atty. Domingo et al.; and (3) maligning Macapagal in various pleadings filed before the courts is unwarranted and amounts to Simple Misconduct.[37]

Accordingly, the Court held that the conduct of Atty. Domingo warrants the following penalties for each offense he committed pursuant to the provisions of the CPRA:

(a)

For violating the trust reposed by his client amounting to Serious Dishonesty, the Court imposes a suspension of two years from the practice of law.

(b)

For Gross Misconduct in misleading the courts and causing undue prejudice to a former client, the Court likewise imposes a suspension of two years from the practice of law.

(c)

For Simple Misconduct in maligning his former client, a fine of PHP 35,000.00 is imposed.[38]

On the other hand, the conduct of Atty. Zambarrano warrants the following penalties:

(a)

For Gross Misconduct in misleading the courts and causing undue prejudice to a former client, the Court likewise imposes a suspension of six months and one day from the practice of law.

(b)

For Simple Misconduct in maligning his former client, a fine of PHP 35,000.00 is imposed.[39]

The conduct of Atty. Aquino III warrants suspension of six months and one day from the practice of law for Gross Misconduct in misleading the courts and causing undue prejudice to a former client.[40]

In accordance with the CPRA, the mitigating circumstance of first offense cannot be considered for lawyers guilty of Gross Misconduct.[41]

Lastly, Atty. Dichoso is meted the fine of PHP 35,000.00 for Simple Misconduct in maligning his former client.[42]

On October 22, 2024, only Atty. Domingo filed the present Motion for Reconsideration.

The Arguments in the Motion for Reconsideration

Atty. Domingo posits that since the acts he is accused of having committed date back to or before 2014, or more than a decade ago, the present administrative case should have been adjudicated pursuant to the "substantive and

procedural norms and penalty structure" prior to the repeal of CPR by the CPRA. He submits that the retroactive application of the CPRA will work injustice to him and will tend to diminish and modify his substantive rights, citing Section 5(5) of Article VIII of the 1987 Constitution.[43]

Further, Atty. Domingo avers that the failure of IBP Investigating Commissioner Atty. Velez to consider vital pieces of evidence, testimonial and documentary, that only a full-blown proceeding can establish, constitutes substantial defect in the proceeding which results in miscarriage of justice, pursuant to Canon IV, Section 29 of the CPRA.[44] The IBP appeared to not have taken into consideration the additional pieces of evidence provided by Atty. Domingo in his Manifestation with Amplified Comment and Motion to Resolve (Manifestation), dated February 28, 2022, and Counter-Manifestation with Supplemental Motion to Resolve (Counter-Manifestation), dated July 11, 2022, in violation of his cardinal rights as enumerated in *Ang Tibay v. Court of Industrial Relations*.^[45] Atty. Domingo insists that the numerous criminal cases filed by Macapagal against him is inextricably linked to and intertwined to the present administrative case in furtherance of the threat in Macapagal's letter "... to pursue the appropriate legal counter-measures that may or may not include the participation of other industry members."^[46]

As his final manifestation, Atty. Domingo highlights his achievements and contributions to the legal profession that demonstrate his "continuing fitness to practice law in this jurisdiction, evince his high standards of legal proficiency and morality, his mental acuity including honesty, integrity and fair dealing[.]"^[47]

The Ruling of the Court

The Court denies the Motion for Reconsideration for lack of merit.

The applicability of the CPRA

In his Motion for Reconsideration, respondent Atty. Domingo repeatedly mentions that the pre-CPRA substantive norms, procedural norms, and penalty structure should govern the adjudication of the administrative case, as follows:

16. It is likewise respectfully submitted that the retroactive application of the CPRA to this Administrative Case may not be feasible and will work injustice to the Respondent as shall be established in this Motion for Reconsideration as the retroactive application of the CPRA would tend to diminish and modify Respondent's substantive rights under the premises.^[48]

17. The application of the pre-CPRA substantive and procedural norms and the established penalty structure at that time provide compelling and contextualized reasons for a revisitation and/or recalibration of the following administrative sanctions and penalty imposed on Respondent Domingo for each offense, viz^[49] (Emphasis supplied)

21. Guided by the pre-CPRA substantive and procedural norms and the established penalty structure obtaining at that time the acts deemed violative of the Code of Professional Responsibility (CPR), the discussion below provides the Respondent's respectful submissions in support of his Motion for Reconsideration of the verdict and the corresponding penalty imposed in the Honorable Court's Resolution dated [January 30, 2024].^[50] (Emphasis supplied)

Despite these repeated assertions, however, Atty. Domingo never pinpointed which exact provisions of the CPRA would tend to diminish and modify his substantive rights, why the retroactive application of the CPRA may not be feasible and will work injustice to him, and which of the pre-CPRA substantive and procedural norms and penalty structure should govern.

In fact, ironically, it is Canon IV, Section 29 of the CPRA, that respondent Atty. Domingo invokes to justify the

rectification of the supposed substantial defect in the Investigating Commissioner's Report and/or the reopening of the administrative proceedings:

25. The Respondent respectfully submits that the failure of the Investigating Commissioner to consider vital pieces of evidence, testimonial and documentary, that only a full-blown proceeding can establish constitutes substantial defect in the proceeding which inevitably results in miscarriage of justice pursuant to Section 29, Canon IV of the CPRA which provides, viz.:

Any substantial defect in the complaint, notice, answer, or in the proceeding or the Investigating Commissioner's Report which may result in the miscarriage of justice may be raised as an error before the Supreme Court, unless the defect results in the deprivation of the right to due process. In the case of the latter, the matter may be brought before the IBP Board of Governors by way of motion to reopen within sixty days from knowledge.[51] (Emphasis supplied)

Further, it is also Section 54 (Termination of Engagement by the Client) and Section 45 (Prompt Payment of Legal Fees) of the CPRA that respondent Atty. Domingo cites to assert his right for prompt payment of legal fees by Unilever, despite the termination of their engagement.[52]

The Court cannot countenance respondent Atty. Domingo's acts of invoking the provisions of CPRA only when they are beneficial and convenient for him, and at the same time, submitting that the application of CPRA would work injustice to him.

The Transitory Provision of the CPRA is clear:

SECTION 1. Transitory provision. — The CPRA shall be applied 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.[53] (Emphasis supplied)

Thus, without any proof that the retroactive application of the CPRA would work injustice, the Court maintains that the applicable Code to govern the present administrative case is the CPRA.

There is no misapprehension of facts that resulted in a substantial defect in the Investigating Commissioner's Report

Respondent Atty. Domingo anchors his main contention on his assertion that the additional pieces of evidence supposedly detailed in his Manifestation and Counter-Manifestation were not taken into consideration by the IBP, and eventually, the Court:

"7. In his Manifestation with Amplified Comment and Motion to Resolve dated [February 28, 2022] and Counter-Manifestation with Supplemental Motion to Resolve dated [July 11, 2022], Respondent Domingo underscored that in its Extended Resolution is [sic] dated [July 1, 2022], the Board of Governors appeared not to have taken into consideration the additional pieces of evidence, and their probative value or weight, presented by Respondent Domingo in his pleadings marked "Annexes 3" and "4" which, it is respectfully submitted, should have altogether changed the factual environment on which Hearing/Investigating Commissioner Velez anchored his Report and the resultant Recommendation for suspension of the Respondent Domingo for six (6) years and the rest of his colleagues in the Law Firm for three (3) months." [54]

A review of the records would show that the Manifestation with Amplified Comment and Motion to Resolve, dated February 28, 2022, was filed before the IBP Commission on Bar Discipline on March 1, 2022, while the Counter-Manifestation with Supplemental Motion to Resolve, dated July 11, 2022, was filed on July 12, 2022.

By way of Motion for Leave to File Counter Manifestation with Counter Manifestation, dated October 5, 2022, Atty. Avelino V. Sales, Jr. (Atty. Sales), the Director of Bar Discipline, explained that the administrative case was

resolved by the 24[th] IBP Board of Governors as early as December 15, 2019 after acting upon the Report and Recommendation of Atty. Velez, dated May 7, 2019, but considering that there was a modification of the penalty recommended, there was a need to write an extended resolution, which Atty. Sales did on July 1, 2022.[55]

Evidently, when respondent Atty. Domingo filed the Manifestation and the Counter-Manifestation on March 1, 2022 and July 12, 2022, respectively, Atty. Velez could not have considered the submissions in his Report and Recommendation as the case was already resolved by him on May 7, 2019, and the IBP Board on December 15, 2019. Thus, there was no deprivation of respondent Atty. Domingo's right to due process.

Nonetheless, contrary to respondent Atty. Domingo's assertion, the Court took into consideration the Manifestation and Counter-Manifestation when it reviewed the records of the present administrative case. However, a perusal of the Manifestation and Counter-Manifestation would show that respondent Atty. Domingo only discussed the criminal cases filed against him that resulted in acquittals.

The Court, at the outset in the assailed Resolution, already discussed that:

... it will not concern itself with the propriety of the criminal cases filed by the parties against each other. Disciplinary proceedings against lawyers are only confined to the issue of whether respondent-lawyers are still fit to be allowed to continue as members of the Bar. In other words, the main concern in disbarment proceedings is a lawyer's administrative liability. Thus, matters which have no intrinsic link to the lawyer's professional engagement should be threshed out in a proper proceeding of such nature, and not during administrative-disciplinary proceedings, as in this case.[56]

This is in consonance with the established principle that administrative cases against lawyers are *sui generis* or a class of their own,[57] distinct from and may proceed independently of civil and criminal cases.

While respondent Atty. Domingo acknowledges that his acquittal in the criminal cases would not constitute as an obstacle to disciplinary action, he stresses that "all these [c]riminal [c]ases involve the very key issues that the Resolution dated [January 30, 2024] addressed and resolved sans the pieces of evidence discovered in the course of the hearings before the Metropolitan Trial Court and/or Regional Trial Court which could have judiciously guided the Honorable Court in assessing the Respondent's fitness to practice law and his worthiness of the trust and confidence of the public." [58] The Court is not convinced.

To be clear, Atty. Domingo did not enumerate in his Motion for Reconsideration these supposed additional pieces of evidence, and instead directed the Court to the Manifestation and Counter-Manifestation, and provided Google Drive links to the orders, judgments, and other documents related to the criminal cases in which respondent Atty. Domingo was acquitted.

Certainly, the Court cannot be expected, in a disciplinary matter such as this case, to sift through the records of at least eight criminal cases to identify and evaluate for itself the "additional pieces of evidence" that the IBP and the Court allegedly overlooked. Additionally, the Court would have to review the orders and judgments from multiple criminal courts to justify a reconsideration of the contested Resolution. At the very least, respondent Atty. Domingo should have specified the pieces of evidence in his Motion for Reconsideration to assist the Court in reconsidering its Resolution.

It appears then that these alleged newly discovered pieces of evidence relate solely to his acquittals in the criminal cases, which are irrelevant in an administrative case, as will be explained below.

In *Paredes v. Court of Appeals*, [59] the Court already established that the conclusions in a criminal case are not necessarily binding on the administrative proceeding involving the same act or omission:

It is indeed a fundamental principle of administrative law that administrative cases are independent from

criminal actions for the same act or omission. Thus, an absolution from a criminal charge is not a bar to an administrative prosecution, or vice versa. One thing is administrative liability; quite another thing is the criminal liability for the same act.

....

First, the quantum of evidence required in an administrative case is less than that required in a criminal case. Criminal and administrative proceedings may involve similar operative facts; but each requires a different quantum of evidence. Administrative cases require only substantial evidence, or such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.

....

Thus, considering the difference in the quantum of evidence, as well as the procedure followed and the sanctions imposed in criminal and administrative proceedings, the findings and conclusions in one should not necessarily be binding on the other....[60] (Emphasis supplied)

Thus, the acquittal of respondent Atty. Domingo in the criminal cases, by itself, does not necessarily exculpate him administratively. Otherwise stated, the standards of legal profession are not satisfied by conduct which merely enables one to escape the penalties of the criminal law, since this Court in disbarment proceedings is acting in an entirely different capacity from that which courts assume in trying criminal cases.[61]

Charging fees beyond the amount appearing in the 2001 Retainer Agreement and thereafter threatening to sue Macapagal violate the fiduciary character of a lawyer-client relationship amounting to Serious Dishonesty

Respondent Atty. Domingo cites the conclusion of the Presiding Judge in Criminal Case Nos. 486832-34-CR that he was in good faith when he charged Unilever at the increased rate of PHP 6,500.00 per appearance and per diem since the prosecution failed to prove that he employed deceit and fraud. Further, in Criminal Case Nos. 486832-CR to 486834-CR and Criminal Case No. M-MNL-18-06467-CR, the prosecution failed to establish by competent and admissible evidence that the schedule of fees was attached and part of the Retainer Agreement.[62] As already discussed above, these arguments deserve scant consideration as the quantum of proof and procedure for admitting evidence in criminal cases differ from administrative cases.

In the assailed Resolution, the Court already discussed that since the 2003 Schedule of Fees did not bear any conformity by Unilever, the fees reflected in the Retainer Agreement subsisted, and the defense of estoppel is unavailing in this case given that the lawyer-client relationship is characterized by a highly fiduciary nature:

SECTION 3. Lawyer-client Relationship. — A lawyer-client relationship is of the highest fiduciary character. As a trust relation, it is essential that the engagement is founded on the confidence reposed by the client on the lawyer. Therefore, a lawyer-client relationship shall arise when the client consciously, voluntarily and in good faith vests a lawyer with the client's confidence for the purpose of rendering legal services such as providing legal advice or representation, and the lawyer, whether expressly or impliedly, agrees to render such services.[63] (Emphasis supplied)

Unilever thus cannot be faulted for trusting the billings of respondent Atty. Domingo, as it was the duty of Atty. Domingo to be truthful in his billings. Atty. Domingo abused this trust, in violation of Canon III, Section 6 of the CPRA:

CANON III FIDELITY

SECTION 6. Fiduciary duty of a Lawyer. — A lawyer shall be mindful of the trust and confidence reposed by the client.

To this end, a lawyer shall not abuse or exploit the relationship with a client.[64]

Worse still, when complainant questioned respondent Atty. Domingo's billings, the latter threatened to file, and eventually did file, a libel complaint against complainant. As discussed in the assailed Resolution, a straightforward inquiry about legal fees should not have resulted in multiple lawsuits and the issue could have been handled in a more respectful manner appropriate for the legal profession.

Filing the Manifestations with Motion after the engagement as counsel has been terminated amounts to Gross Misconduct on the part of the respondents

Respondent Atty. Domingo reiterates his position that the Manifestations with Motion were filed in faithful compliance of the September 8, 2013 email from Atty. Cruz, which reads, as follows:

1. All archived cases shall no longer be revived; and 2. All cases with unserved warrants of arrest shall be archived and no longer prosecuted.[65] (Emphasis supplied)

The follow-up instructions in the September 20, 2013 email likewise provides:

What we want to see is [sic] the actions you have taken in relation to putting archive all cases with unserved warrants of arrest so that these will no longer be included in the list of active cases, e.g., filing the necessary motions to archive these cases with the expectation that the court will issue the corresponding orders and thereafter put a closure to these cases.[66] (Emphasis supplied)

As already exhaustively discussed and passed upon in the assailed Resolution, that there were previous instructions when they were still engaged as counsels to file motions to archive (not to dismiss) is of no moment. The instructions of Unilever were clear in its Notice of Termination sent on January 24, 2014 and the follow-up instructions on April 11, 2014.

The termination letter sent by Unilever to RVD Law on January 24, 2014 reads, as follows:

Re: Notice of Termination of Engagement

Attention: Atty. Rico V. Domingo

Gentlemen:

Please be advised that effective thirty (30) days from receipt hereof your law firm's Retainership Agreements with Unilever Philippines, Inc. ("Unilever") shall be terminated. Likewise, Unilever's engagement of your law firm for all pending litigation matters shall be terminated: (i) effectively immediately upon your receipt hereof with respect to anti-counterfeit matters and proceedings; and (iii) by [February 15, 2014] with respect to non anti-counterfeiting matters and proceedings.

Further, please be advised that any [s]pecial [p]ower of [a]ttorney granted to your law firm and/or its lawyers and associates by Unilever, as well as by Uniliver PLC/Unilever NV, for purposes of the above matters and proceedings are revoked. Notice of the revocation shall be filed in the relevant courts as appropriate in due course. The revocation instrument from Unilever PLC Unilever NV will be transmitted to you for your reference.

Kindly file your law firm's withdrawal of appearance for all cases and proceedings where Unilever is represented by your law firm. Entry of appearance by new counsel shall be filed for Unilever.

We shall endeavor to complete payment of all your professional fees for services rendered which have remained unpaid to date. We trust that upon the settlement of your law firm's pending billings, your law firm will be prepared to hand over all files and records pertaining to all cases and proceedings where your law firm has represented us, and that your law firm will cease to represent Unilever therein beyond the termination dates

above.

We take this opportunity to thank you for all the services you have rendered for Unilever Philippines Inc....[67] (Emphasis supplied)

On April 11, 2014, complainant wrote another letter, which reads, as follows:

We are returning herewith the various reports for the court cases listed above which you have sent us between the period of end March and early April 2014 despite the termination of the Retainership Agreement of your law firm. The Notice of Termination of Engagement was dated January 24, 2014 and received by your law firm on the same date. A new counsel has already been appointed to represent Unilever Philippines, Inc. in all anti-counterfeit cases. Needless to say, we would like to remind you and your law firm once more that we will not honor any statement of account that you have sent or will send us for these appearances. If you have not been provided a copy of said Notice of Termination we are attaching a copy of the Notice of Termination for your information.

Henceforth, kindly desist from representing yourselves or your law firm as counsel for Unilever in all future hearings.[68] (Emphasis supplied)

There is thus no room for other interpretation that effective immediately, the engagement of Unilever and RVD Law was terminated on January 24, 2014. Hence, the filing of the Manifestations with Motion in May and June 2014 to move for the dismissal with prejudice was in clear defiance of the instructions of their former client, to the utter prejudice of Unilever.

The Court also cannot subscribe to respondent Atty. Domingo's argument that even assuming *arguendo* that they were unauthorized to file the Manifestations with Motion, Unilever impliedly ratified their unauthorized appearance when they accepted the benefit of the representation or failed to promptly repudiate the assumed authority.

On the contrary, respondent Atty. Domingo seems to have forgotten that upon learning of the unauthorized filings, Unilever immediately instructed its new counsel, O.M. Manahan and Associates, to file the necessary pleadings to counteract the respondents' unauthorized filings. Thus, there is no ratification to speak of.

Notwithstanding the subsequent actions of Unilever to have the cases eventually dismissed by their new counsel, what is essential to note is that when they filed the Manifestations with Motion, they were no longer Unilever's engaged counsel and lacked the authority to seek the dismissal of the cases, particularly dismissals that were detrimental to Unilever's interests and in defiance of clear orders. By doing this, the respondents acted dishonestly and deceptively by misleading the various courts handling the anti-counterfeiting cases, which is prohibited by the Code:

CANON II PROPRIETY

SECTION 1. Proper conduct. — A lawyer shall not engage in unlawful, dishonest, immoral, or deceitful conduct.

....

SECTION 8. Prohibition Against Misleading the Court, Tribunal, or Other Government Agency. — A lawyer shall not misquote, misrepresent, or mislead the court as to the existence or the contents of any document, argument, evidence, law, or other legal authority, or pass off as one's own the ideas or words of another, or assert as a fact that which has not been proven.[69]

The fact that RVD Law, to date, is still receiving orders from the courts where the anti-counterfeiting cases are pending is immaterial. It only means that they never filed the withdrawal of their appearances, again in defiance of the express instructions of their former client.

Maligning Macapagal in various pleadings filed before the courts is unwarranted and amounts to Simple Misconduct

In his Motion for Reconsideration, respondent Atty. Domingo justifies the use of personal attacks in the pleadings the respondents filed by stating that "[he] was merely reacting to complainant's factually baseless accusation that he was 'overcharging' his fees given that [Unilever] had accepted, processed and cleared for payment 369 statements of account (SOAs) or invoices all in the amount of [PHP 6,500.00] for ten (10) years." He further states that as of the date of receipt of the termination letter, dated January 24, 2014, the unpaid legal fees totaled to PHP 14,695,453.72, and to date, the total amount ballooned to PHP 24,121,480.09, inclusive of legal interest reckoned from January 24, 2014.[70]

To recall, respondents Attys. Domingo, Zambarrano, and Dichoso attacked the competence as a corporate manager of the complainant and brought up an alleged instance where the complainant apparently lied when he requested for reimbursement of representation or out-of-pocket expenses incurred in golf games with respondent Atty. Domingo at the Wack Wack Golf and Country Club in Mandaluyong City, when in fact, respondent Atty. Domingo was not present in the said golf games.[71]

The Court cannot tolerate personal attacks and offensive language in pleadings, regardless of any unpaid legal fees.

The Court reiterates that the members of the Bar shall abstain from any offensive personality and to refrain from any act prejudicial to the honor or reputation of a party or a witness. In keeping with the dignity of the legal profession, a lawyer's language even in his pleadings, must be dignified.[72]

As already discussed in the assailed Resolution, the personal attacks on complainant were totally uncalled for as these matters were irrelevant in the anti-counterfeiting cases. The frustration of respondent Atty. Domingo in relation to complainant's accusation of his overcharging Unilever and the continuous non-payment of his legal fees do not justify the inclusions of personal attacks in the pleadings filed. Respondent Atty. Domingo should not have used court submissions to vent his ire at complainant and Unilever.

On a final note, it is evident that pride and the unnecessary desire for self-vindication led to respondent Atty. Domingo's downfall. The Court does not discount the contributions of respondent Atty. Domingo to the legal profession, but his long-standing achievements cannot excuse his transgressions of the CPRA. In fact, his decades-long experience as a lawyer should have prompted him to be more circumspect in his dealings with his clients. Respondent Atty. Domingo must be reminded that while he enjoys the privilege of being a member of the legal profession, there lies a concomitant duty to adhere to the continuing qualifications and standards embodied in the CPRA, which a lawyer must in all times abide by. Failure to do so warrants disciplinary action.

In sum, the Court holds that there was no misapprehension of facts that resulted in substantial defect in the administrative proceedings that would warrant the reconsideration of the assailed Resolution, and no infringement on the respondents' right to due process that would justify the re-opening of the administrative proceedings.

ACCORDINGLY, the Motion for Reconsideration With Prayer for Rectification of Substantial Defects and/or Reopening of Administrative Proceeding, dated October 6, 2024, filed by Atty. Rico V. Domingo is DENIED with FINALITY.

To reiterate, the Court imposes the following sanctions:

- (a) On Atty. Rico V. Domingo, SUSPENSION from the practice of law for a total period of four years for Gross Misconduct and Serious Dishonesty. A fine of PHP 35,000.00 is likewise imposed upon him for Simple Misconduct.
- (b) On Atty. Stanley C. Zambarrano, SUSPENSION from the practice of law for a period of six months and one day for Gross Misconduct. A fine of PHP 35,000.00 is likewise imposed for Simple Misconduct.
- (c) On Atty. Leopoldo Aquino III, SUSPENSION from the practice of law for a period of six months and one day for Gross Misconduct.
- (d) On Atty. Joseph M. Dichoso, a FINE of PHP 35,000.00 is imposed for Simple Misconduct.

The Court likewise STERNLY WARNS Atty. Rico V. Domingo, Atty. Stanley C. Zambarrano, Atty. Leopoldo Aquino III, and Atty. Joseph M. Dichoso that a repetition of the same or similar offense shall be dealt with more severely.

The suspension from the practice of law shall take effect immediately upon receipt of the respondents of this Resolution. They are likewise DIRECTED to immediately file a Manifestation to the Court that their suspension has started, copy furnished all courts and quasi-judicial bodies where they have entered their appearance as counsels.

Let copies of this Resolution be furnished to the Office of the Bar Confidant to be appended to the personal record of the respondents as attorneys; the Integrated Bar of the Philippines for its information and guidance; and the Office of the Court Administrator for circulation to all courts in the country.

No further pleadings, motions, letters, or other communications shall be entertained in this case.

SO ORDERED.

Gesmundo, C.J., Leonen, SAJ., Caguioa, Lazaro-Javier, Inting, Zalameda, M. Lopez, Gaerlan, Rosario, J. Lopez, Dimaampao, Marquez, and Kho, Jr., JJ., concur.
Hernando,[*] J., on official leave.

[*] On official leave.

[1] Rollo, pp. 2916-2933.

[2] Id. at 2931-2932.

[3] Id. at 1-48.

[4] Id. at 2544-2545.

[5] Id. at 2546.

[6] Id. at 2410-2471.

[7] Id. at 2427.

[8] Id. at 2428-2429.

[9] Id. at 2429.

[10] Id.

[11] Id. at 2430.

[12] Id.

[13] Id. at 2432.

[14] Id.

[15] Id. at 6-7, Verified Complaint. See also Annex "G" of the Verified Complaint, id. at 68-80.

[16] Id. at 2432.

[17] Id. at 2433.

[18] Id. at 2434.

[19] Id. at 2435.

[20] Id. at 2435-2438.

[21] Id. at 2439.

[22] Id. at 2440.

[23] Id. at 20.

[24] Id. at 2440.

[25] Id. at 2441.

[26] Id. at 2433.

[27] Id. at 2441.

[28] Id. at 2469.

[29] Id. at 2470-2471.

[30] Id. at 2409.

[31] Id. at 2472-2473.

[32] Id. at 2473.

[33] Id. at 2468.

[34] SECTION 1. Transitory Provision. — The CPRA shall be applied 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.

[35] Rollo, p. 2974.

[36] Id.

[37] Id. at 2974-2977.

[38] Id. at 2977.

[39] Id.

[40] Id.

[41] CODE OF PROFESSIONAL RESPONSIBILITY AND ACCOUNTABILITY, Canon VI, sec. 38 (1).

[42] Rollo, p. 2977.

[43] Id. at 3006.

[44] Id. at 3009.

[45] Id. at 3025.

[46] Id. at 3009.

[47] Id. at 3031-3033.

[48] Id. at 3006.

[49] Id. at 3006-3007.

[50] Id. at 3007.

[51] Id. at 3009.

[52] Id. at 3028.

[53] CODE OF PROFESSIONAL RESPONSIBILITY AND ACCOUNTABILITY, General Provisions, section 1.

[54] Rollo, pp. 3004-3005.

[55] Id. at 2882.

[56] Id. at 2983.

[57] In Re: Almacen, 142 Phil. 353 (1970) [Per J. Ruiz Castro, En Banc].

[58] Id. at 3015.

[59] 555 Phil. 538 (2007) [Per J. Chico-Nazario, Third Division].

[60] Id. at 549-550.

[61] Pangan v. Atty. Ramos, 194 Phil. 1, 8 (1981) [Per J. De Castro, Second Division].

[62] Rollo, p. 3022.

[63] CODE OF PROFESSIONAL RESPONSIBILITY AND ACCOUNTABILITY, Canon III, sec. 3.

[64] CODE OF PROFESSIONAL RESPONSIBILITY AND ACCOUNTABILITY, Canon III, sec. 6.

[65] Rollo, p. 333, Manifestation.

[66] Id.

[67] Id. at 83, Notice of Termination of Engagement.

[68] Id. at 2435.

[69] CODE OF PROFESSIONAL RESPONSIBILITY AND ACCOUNTABILITY, Canon 2, secs. 1 & 8.

[70] Rollo, pp. 3027-3028.

[71] *Id.* at 18-19.

[72] *Gimeno v. Atty. Zaide*, 759 Phil. 10, 23-24 (2015) [Per J. Brion, Second Division].

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