



REPUBLIC OF THE PHILIPPINES
SUPREME COURT
Manila

SECOND DIVISION

NOTICE

Sirs/Mesdames:

*Please take notice that the Court, Second Division, issued a Resolution dated **14 February 2022** which reads as follows:*

“A.C. No. 12370 (Atty. Leticia E. Ala v. Atty. Lodelberto S. Parungao); and A.C. No. 12371 (Philip L. Go v. Atty. Leticia E. Ala). — These administrative cases for disbarment arose from: 1) the verified complaint¹ dated March 18, 2015 filed by Philip L. Go (Go) against Atty. Leticia E. Ala (Atty. Ala); and 2) the verified complaint² dated May 13, 2015 filed by Atty. Ala against Atty. Lodelberto S. Parungao (Atty. Parungao), Go’s counsel, before the Integrated Bar of the Philippines (IBP).

The Antecedents

In 2008, Go engaged the services of Atty. Ala as his counsel in Civil Case No. 6837-L against Benson Chua (Chua), Go’s former business partner, for reconveyance of parcels of land covered by Transfer Certificates of Title Nos. 23910 and 24692. The case was then pending before the Regional Trial Court (RTC), Branch 27 of Lapu-Lapu-City.³ Go and Atty. Ala did not enter into a written agreement on the latter’s professional fees.⁴

Thereafter, Go and Atty. Ala entered into a Memorandum of Agreement (MOA)⁵ on August 12, 2008 in connection with Atty. Ala’s 888 Kingfisher Property, where Go agreed to contribute ₱2,000,000.00 for repairs and

¹ *Rollo* (A.C. No. 12371), Vol. 1, pp. 2-13.

² *Rollo* (A.C. No. 12370), pp. 2-36.

³ *Rollo* (A.C. No. 12371), Vol. 1, p. 2.

⁴ *Id.* at 18.

⁵ *Id.* at 27-29.

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improvement of the property, as well as for transfer taxes and expenses for registration. In return, Atty. Ala would pay Go a guaranteed return of ₱4,000,000.00 once the 888 Kingfisher Property is sold.⁶

Go paid the ₱2,000,000.00 pursuant to the MOA. He also alleged that he delivered materials for renovation, repairs, and construction of the 888 Kingfisher Property amounting to ₱520,000.00 through his cousin, Eddie Go. Go also paid ₱2,490,000.00 to Atty. Ala, which he claims was asked by Atty. Ala for renovation of the property, payment of taxes, real estate tax, transfer fee, and capital gains tax.⁷ On the other hand, Atty. Ala maintained that the ₱2,490,000.00 were Go's advances to her professional fees, a bulk of which were accounted for by Go's secretary upon request.⁸

Civil Case No. 6837-L was dismissed by the RTC. Thereafter, Atty. Ala faxed and personally sent a letter to Go to update him on the said case and for a partial billing.⁹ Atty. Ala sent another two letters in the same month to request for proofs of advances, to set a meeting to settle and reconcile the attorney's fees due, and to request for deposits to cover expenses and partial success fee.¹⁰

⁶ Id. The pertinent provisions of the MOA read:

WHEREAS, the **FIRST PARTY** shall sell the entire 2,275-square-meter property with whatever improvements thereon – whether in “as-is” or in “rehabilitated state” –after perfecting her title to said property. To this end, the **SECOND PARTY** shall provide the money for purposes of payment of all the transfer taxes and registration expenses:

NOW, THEREFORE, for and in consideration of the foregoing premises, herein **PARTIES** undertake a Project in relation to the real property described above, subject to certain terms and conditions, to wit:

x x x x

(2) **Parties' Investments.** — As stated earlier, the **FIRST PARTY** is the owner of herein subject property; the **SECOND PARTY** shall put up his counter-investment for this impending Project in the amount of **PESOS: TWO MILLION (₱2,000,000.00)**, Philippine Currency, in the manner and form as follows:

The **SECOND PARTY**'s investment shall be made in two (2) tranches, namely, (a) the amount of **₱1,000,000.00** payable at the signing of this **AGREEMENT**, and (b) the balance to be remitted as the need for payment of all the transfer taxes and registration costs are fully determined.

(3) **Sale of Property.** — As soon as the title to the Property has been transferred to the **FIRST PARTY**, the Property can be sold “as-is” or “rehabilitated” first. If sold “as-is,” the Property should be sold at the present market price of the lot but not lower than **PESOS: TEN THOUSAND (₱10,000.00) per square meter**; on the hand, if “rehabilitated”, the Property shall be sold/disposed only at price not lower than **PESOS: THIRTY MILLION (₱30,000,000.00)**, Philippine Currency.

The **SECOND PARTY** is guaranteed a return of **PESOS: FOUR MILLION (₱4,000,000.00)** within a year from the signing of this Agreement or when sold “as-is” within the same time frame; should the **SECOND PARTY** assist in the rehabilitation, the participation of the latter in the proceeds of the sale shall be re-negotiated in excess of the guaranteed return of **₱4,000,000.00**.

x x x x

(6) The **SECOND PARTY** hereby warrants that he has fully read and understood all the contents and provisions of this Contract, and all documents pertinent thereto, and that he has voluntarily entered into this Contract, without any unfair machinations or practices on the part of the **FIRST PARTY**.

⁷ *Rollo* (A.C. No. 12371), Vol. 2, p. 259.

⁸ *Rollo* (A.C. No. 12371), Vol. 1, p. 154; *Rollo* (A.C. No. 12371), Vol. 2, p. 380.

⁹ *Rollo* (A.C. No. 12371), Vol. 2, p. 326.

¹⁰ *Rollo* (A.C. No. 12371), Vol. 1, pp. 139-140.

Chua, the plaintiff in Civil Case No. 6837-L, appealed Civil Case No. 6837-L to the Court of Appeals (CA) which reversed the dismissal and remanded the case back to the RTC for appropriate proceedings. The RTC thereafter eventually dismissed the said case. Atty. Ala continued to represent Go on appeal. Upon Atty. Ala's advice, Go also filed two new cases – an unlawful detainer case and a criminal complaint.¹¹

On November 26, 2012, Atty. Ala sought to withdraw as counsel in view of Go's failure to progressively pay reimbursements for expenses and out-of-pocket fees from litigating Go's cases in Cebu.¹² Atty. Ala asserted that when she tried to withdraw as counsel, Go agreed that the ₱4,000,000.00 due to him under the MOA would be offset by legal compensation with Atty. Ala's professional fees, on account of the first dismissal of Civil Case No. 6837-L and an impending second dismissal of the said case, after which the matter of the money due to Go under the MOA was no longer discussed until she tried to resign in 2015.¹³

On March 5, 2015, Go and Atty. Ala had a heated discussion which culminated in an e-mail from Atty. Ala, wherein she recounted that she asked Go to be excused from his cases in Cebu so she can already retire from private litigation practice. Atty. Ala also requested a final accounting from Go of the amounts he advanced for the past eight years of professional engagement.¹⁴

On March 13, 2015, Atty. Ala notified Go that she was withdrawing as Go's counsel. She likewise billed Go for her professional fees and advised that his progressive advances to her account covered everything spent over seven years of litigating – for legal fees, air tickets, *per diems*, her hotel fees, preparation of voluminous pleadings, appearances, Transcript of Stenographic Notes (TSNs), sheriffs and process servers, mailing, photocopying, representation and other litigation expenses.¹⁵ A few days later, Atty. Ala e-mailed Go to clarify that the amounts Go advanced under the MOA and progressive billing deposits made by Go from 2008 to 2015 have been deducted from his bill.¹⁶ On April 10, 2015, she wrote Go to update him of an impending deadline on one of his cases and her willingness to settle with a reduced amount to facilitate turnover of the case records, provided Go pay in full within 10 days from her receipt of the letter; failing in which, she would seek court intervention on the matter of her professional fees.¹⁷

¹¹ *Rollo* (A.C. No. 12371), Vol. 2, p. 261.

¹² *Rollo* (A.C. No. 12371), Vol. 1, p. 80.

¹³ *Rollo* (A.C. No. 12371), Vol. 1, p. 98; *Rollo* (A.C. No. 12371), Vol. 2, pp. 329, 339.

¹⁴ *Rollo* (A.C. No. 12371), Vol. 2, pp. 333, 344, 389-390.

¹⁵ *Id.* at 387-388.

¹⁶ *Id.* at 389.

¹⁷ *Id.* at 390-391.

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Meanwhile, on March 23, 2015, Go filed the instant disbarment complaint against Atty. Ala. On April 4, 2015, Go, through Atty. Parungao, sent a demand letter to Atty. Ala for payment of the ₱4,000,000.00 due to Go upon sale of the property under the MOA, the ₱520,000.00 delivered by Go by way of construction materials, as well as other amounts within five days from receipt thereof.¹⁸ On May 13, 2015, Atty. Ala filed the disbarment complaint against Atty. Parungao, Go's counsel in the disbarment case against her.¹⁹

Go's complaint against Atty. Ala

Go averred that Atty. Ala blatantly violated Canon 16 and Rule 1.01 of the Code of Professional Responsibility (CPR) in misrepresenting and exerting false machinations on him to lend her money, and making it appear that they entered into a joint venture when in fact she merely borrowed money from him, and thereafter reneging on her obligation to pay Go ₱4,000,000.00 within one (1) year from signing the MOA.²⁰ Further, Go alleged that Atty. Ala duped him to deliver additional amounts of money in the amount of ₱520,000.00 and ₱2,490,000.00 for purported repairs and renovations on the 888 Kingfisher Property, and did not give him a proper accounting and liquidation of the said amounts.²¹ Go maintained that contrary to Atty. Ala's claims, the ₱2,490,000.00 was Atty. Ala's borrowings for the 888 Kingfisher Property and not in satisfaction of her claims, and that Go did not make any deposits in satisfaction of her legal fees for lack of a detailed statement of account from her end.²²

Go averred that at the start of their professional engagement, they verbally agreed that in compensation for Atty. Ala's services in Civil Case No. 6837-L, Go would pay Atty. Ala a ₱50,000.00 acceptance fee upfront while the appearance fee of ₱5,000.00 and reimbursement of travel and related expenses will be billed to Go; they did not agree on any success fee. Thereafter, the ₱50,000.00 he deposited in Atty. Ala's account after the meeting was in satisfaction of the agreed upon acceptance fee.²³ In addition, he claimed that during the time of Atty. Ala's professional engagement, he was of the belief that this agreement prevailed. He maintained that the amounts demanded by Atty. Ala in her e-mails and communications were not agreed upon and were merely unilateral claims from Atty. Ala.²⁴ Thus, he refused to pay Atty. Ala the amounts she demanded in her communications because of her failure to give a proper accounting of her expenses and legal fees. In fine, Go alleged that Atty. Ala's foregoing acts of borrowing money amounting to about ₱4,810,000.00, promising a 100% return in one year's time through the

¹⁸ Id. at 404-405.

¹⁹ *Rollo* (A.C. No. 12370), pp. 2-36.

²⁰ *Rollo* (A.C. No. 12371), Vol. 2, p. 267.

²¹ *Rollo* (A.C. No. 12371), Vol. 1, p. 7.

²² Id. at 167.

²³ Id. at 166.

²⁴ Id.

MOA, and her failure to account for the amounts she received from Go under the MOA are serious breaches of Canon 16 and Rule 1.01 of the CPR and calls for the penalty of disbarment.²⁵

For her part, Atty. Ala vehemently denied Go's allegation that she borrowed ₱2,000,000.00 from the latter and another ₱520,000.00 as expenses for 888 Kingfisher Place. She alleged that early on in their discussions in January 2008, Go offered to buy 888 Kingfisher Place so that he can repair the same and sell it at a high price to spite Chua, the plaintiff in Civil Case No. 6837-L and Go's former business partner, who previously owned the property. However, Atty. Ala refused since she was already talking with other interested buyers.²⁶ A few months later, Go proposed a joint venture agreement between him and Atty. Ala, offering his expertise as a property developer to rehabilitate 888 Kingfisher Place. Thus, Atty. Ala prepared a MOA in writing for transparency.²⁷

She maintained that when she tried to resign from her engagement with Go for a second time in November 2012, Go agreed that the ₱4,000,000.00 due to him under the MOA would be offset with Atty. Ala's professional fees, on account of the first dismissal of Civil Case No. 6837-L and an impending second dismissal of the said case.²⁸ She also asserted that Go's claim that his cousin delivered ₱520,000.00 worth of construction materials is unsubstantiated. While she confirmed that Go's cousin delivered some construction materials to 888 Kingfisher Place, she rejected the same for being substandard. Nevertheless, she advised Go that if the cost of the materials are validated, he will get a 100% return on their investment that will be deducted from Atty. Ala's professional fees.²⁹

On the matter of her legal fees and alleged failure to account the amounts she received from Go, she maintained that she made her fees clear to Go from the start of their professional engagement.³⁰ She denied that they entered into an agreement at the start of their professional relationship for the payment of ₱50,000.00 acceptance fee upfront, appearance fee of ₱5,000.00 and reimbursement of travel and related expenses, and maintained that Go claimed he was willing to pay any legal fee demanded of him and that his word was enough.³¹ She narrated her handling of the six cases for Go with the RTC, the CA in Cebu, and the Prosecution Service of Lapu-Lapu City for almost eight years of professional engagement, which also involved her flying out from Metro Manila to Cebu, staying therein to handle court hearings and other matters, as well as advancing the expenses for the same.³² To support her

²⁵ *Rollo* (A.C. No. 12371), Vol. 2, pp. 257-263.

²⁶ *Rollo* (A.C. No. 12371), Vol. 1, pp. 96-97; *Rollo* (A.C. No. 12371), Vol. 2, p. 325.

²⁷ *Id.*

²⁸ *Rollo* (A.C. No. 12371), Vol. 1, p. 98; *Rollo* (A.C. No. 12371), Vol. 2, pp. 329, 339.

²⁹ *Rollo* (A.C. No. 12371), Vol. 1, p. 97, 154; *Rollo* (A.C. No. 12371), Vol. 2, pp. 348-349.

³⁰ *Rollo* (A.C. No. 12371), Vol. 2, pp. 348-349.

³¹ *Rollo* (A.C. No. 12371), Vol. 1, pp. 61, 73

³² *Id.* at 100.

claim, she attached records of the flights she took in connection with Go's cases, as well as billings from the hotel she stayed in while in Cebu from March 2008 to March 2015.³³

She recounted that her professional relationship with Go became turbulent since Go was averse to making a retainer agreement between them, with Go claiming that his words were enough, and her difficulties in advancing all of the out-of-pocket expenses to pursue Go's cases and securing reimbursements from him, as shown by her letters.³⁴ Their communications finally culminated in an explosive meeting in March 2015.³⁵ Prior to receiving the disbarment complaint, Atty. Ala recounted that Go threatened to take action against her.³⁶

Atty. Ala's complaint against Atty. Parungao

Atty. Ala filed a disbarment complaint against Atty. Parungao on May 13, 2015.³⁷ She accused Atty. Parungao of violating Rule 1.02, Canon 1; Rule 8.01 of Canon 8; and Rule 19.01 of Canon 19 of the CPR.³⁸ She alleged that after reeling from receiving the disbarment complaint against her, she received a threatening letter from Atty. Parungao to file unfounded criminal charges against her.³⁹ She likewise claimed that Atty. Parungao had an axe to grind against her since he was the former counsel of Go in Civil Case No. 6837-L until he was replaced by Atty. Ala because of Go's doubts on Atty. Parungao's expertise.⁴⁰ She claimed that Atty. Parungao's uncouth words, highly libelous narrations, and preparation of Go's disbarment complaint against her, in disregard of her relative success in the handling of Go's cases, smack of unethical conduct.⁴¹ She likewise maintained that the ₱2,490,000.00 cited by Atty. Parungao were reimbursements for professional billings.⁴²

For his part, Atty. Parungao stated that the alleged uncouth words he used in the disbarment complaint against Atty. Ala were mere narrations of Atty. Ala's actions against his client.⁴³ He likewise pointed out that Atty. Ala has a grievance against him since he signed the disbarment complaint on Go's behalf; he stated that he merely supports the meritorious and valid complaint of Go based on facts supported by documents and evidence.⁴⁴

³³ *Rollo* (A.C. No. 12371), Vol 2, pp. 416-564.

³⁴ *Id.* at 340, 356.

³⁵ *Rollo* (A.C. No. 12371), Vol. 1, p. 102.

³⁶ *Id.* at 90.

³⁷ *Rollo* (A.C. No. 12370), pp. 2-36.

³⁸ *Id.* at 35.

³⁹ *Id.* at 4, 34.

⁴⁰ *Id.* at 23.

⁴¹ *Id.* at 25, 29, 34, 35.

⁴² *Id.* at 26.

⁴³ *Id.* at 73.

⁴⁴ *Id.*

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Report and Recommendation of the IBP

In a Report and Recommendation⁴⁵ dated June 30, 2017, Investigating Commissioner Michael G. Fabunan recommended the dismissal of both disbarment complaints in CBD Case Nos. 15-4610 and 15-4544.⁴⁶ He observed that the terms of the MOA indicate that the ₱2,000,000.00 is not a loan, but an investment by Go in a joint venture with guaranteed return of ₱4,000,000.00 once the 888 Kingfisher property is sold; moreover, the notarized agreement cannot be overcome by Go's bare allegations that they entered into a loan. The Investigating Commissioner also noted that Atty. Ala sufficiently outlined the legal services she rendered for Go, and is entitled to the payment of reasonable professional fees on the basis of *quantum meruit*.⁴⁷

Anent Atty. Ala's allegations against Atty. Parungao, the Investigating Commissioner observed that Atty. Ala's grievances and allegations in her complaint pertain to Go, and that the statements made in the complaint are not tainted with malice and intent of maligning Atty. Ala, but merely an expression of Atty. Parungao's standpoint in protecting Go's interest whom he represents. Moreover, the demand letter merely utilized terms typically used in exacting payments of obligations from their client's adversary and merely contained a warning for further appropriate actions in the event of failure to comply.⁴⁸

On December 8, 2017, the IBP Board of Governors resolved to consolidate CBD Case Nos. 15-4610 and 15-4544 and adopt the recommendation of the Investigating Commissioner to dismiss both administrative complaints.⁴⁹

The Issues

The Court is called upon to resolve the following issues:

1. Whether Atty. Ala should be held administratively liable for violation of Canon 16 and Rule 1.01, Canon 1 of the CPR; and
2. Whether Atty. Parungao should be held administratively liable for violations of Rule 1.02, Canon 1, Rule 8.01, Canon 8 and Rule 19.01, Canon 19 of the CPR.

⁴⁵ *Rollo*, (A.C. No. 12371), Vol. 3, pp. 846-863.

⁴⁶ *Id.* at 863.

⁴⁷ *Rollo* (A.C. No. 12370), pp. 186-187.

⁴⁸ *Id.* at 176-177.

⁴⁹ *Rollo* (A.C. No. 12371), Vol. 3, pp. 844-845.

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Our Ruling

“Just like any individual, lawyers are not exempted from the benefits of the presumption of innocence. As officers of the court, they are presumed to have performed their duties in accordance with their oath.”⁵⁰ Thus, in administrative proceedings against lawyers, the complainant has the burden of proving, by substantial evidence, the allegations in his or her complaint. Substantial evidence is that amount of relevant evidence that a reasonable mind might accept as adequate to support a conclusion. Mere allegations, as well as charges based on mere suspicion and speculation, is not evidence and is not equivalent to proof.⁵¹

In the same vein, a respondent to a disbarment complaint need only deny the allegations against him or her, without more, for the respondent is not under obligation to prove this negative averment, much less to disprove what has not been proved by the complainant in a disbarment complaint. “If the complainant, upon whom rests the burden of proving his cause of action, fails to show in a satisfactory manner the facts upon which he [or she] bases his claim, the respondent is under no obligation to prove his [or her] exception or defense.”⁵²

In light of the foregoing and based on the evidence on record, the Court adopts the IBP’s recommendation to dismiss the disbarment complaints against Atty. Parungao and Atty. Ala.

Go failed to prove by substantial evidence that Atty. Ala violated Canon 16 and Rule 1.01, Canon 1 of the CPR.

Go alleges that Atty. Ala approached him and deceived him so that he would lend her various sums of money. He contends that Atty. Ala failed to render a proper accounting of the amounts he paid pursuant to the MOA, refused to return the said amounts, and unilaterally decided to set off the same with her legal fees which she had billed Go. Thus, he avers that Atty. Ala failed to comply with the other norms expressed in Canon 16 and Rule 1.01 of the CPR, viz.:

RULE 1.01 A lawyer shall not engage in unlawful, dishonest, immoral or deceitful conduct.

CANON 16 — A lawyer shall hold in trust all moneys and properties of his client that may come into his possession.

⁵⁰ *Española v. Montealegre*, A.C. No. 12980, April 28, 2021.

⁵¹ *Jamarolin v. Diga*, A.C. No. 12966, May 14, 2021.

⁵² *Spouses Boyboy v. Yabut, Jr.*, 449 Phil. 664, 668 (2003).

RULE 16.01 A lawyer shall account for all money or property collected or received for or from the client.

RULE 16.02 A lawyer shall keep the funds of each client separate and apart from his own and those of others kept by him.

RULE 16.03 A lawyer shall deliver the funds and property of his client when due or upon demand. However, he shall have a lien over the funds and may apply so much thereof as may be necessary to satisfy his lawful fees and disbursements, giving notice promptly thereafter to his client. He shall also have a lien to the same extent on all judgments and executions he has secured for his client as provided for in the Rules of Court.

RULE 16.04 A lawyer shall not borrow money from his client unless the client's interests are fully protected by the nature of the case or by independent advice. Neither shall a lawyer lend money to a client except, when in the interest of justice, he has to advance necessary expenses in a legal matter he is handling for the client.

After a careful review of the records, we agree with the IBP that Go failed to adduce substantial evidence to support his disbarment complaint.

At the outset, there is a dearth of evidence showing that Atty. Ala deceived and exerted false machinations on him so he would lend her money to repair the 888 Kingfisher Property. In contrast to Go's bare assertion, the terms of the MOA evince that Go and Atty. Ala freely entered into a joint venture with regard to the said property, and the amounts Atty. Ala received were in compliance of Go's obligations under their agreement.⁵³ The MOA, as a notarized document, enjoys the presumption of regularity; "it is a *prima facie* evidence of the truth of the facts stated therein and a conclusive presumption of its existence and due execution."⁵⁴

"It is settled that the relationship between a lawyer and a client is highly fiduciary; it requires a high degree of fidelity and good faith. It is designed 'to remove all such temptation and to prevent everything of that kind from being done for the protection of the client.'"⁵⁵ Thus, business transactions between an attorney and his client are disfavored and discouraged, and are subject to careful scrutiny by the courts to ensure that the lawyer does not take advantage of his client. However, a lawyer is not barred from dealing with his client provided the business transaction is characterized with utmost honesty and good faith.⁵⁶ In the instant case, the evidence on record does not show that Atty. Ala failed to meet this standard of conduct as regards the MOA entered into between her and her former client, Go.

⁵³ *Rollo* (A.C. No. 12371), Vol. 1, pp. 27-29.

⁵⁴ *JR Hauling Services v. Solamo*, G.R. No. 214294, September 30, 2020.

⁵⁵ *Laurel v. Delute*, A.C. No. 12298, September 1, 2020.

⁵⁶ *Ko v. Maduramente*, A.C. No. 11118, July 14, 2020.

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Similarly, Go failed to properly substantiate his accusation that Atty. Ala failed to account for the money she received despite repeated demands and that she unilaterally set off the amount due to him under the MOA without his consent. We reiterate that Atty. Ala need only deny the allegations against her, without more; she is not obligated to prove this negative averment or disprove what Go himself was unable to prove. On this score, Atty. Ala duly denied Go's unsubstantiated assertions against her.

Moreover, while the Court is not called upon by Atty. Ala to determine the amount of professional fees properly due to her, it is evident that she is entitled to recover reasonable professional fees in proportion to the legal services she rendered, as well as reimbursements for her out-of-pocket expenses. It is apparent from the record that respondent diligently handled six cases for Go for almost eight years and was relatively successful in doing so, and that she advanced substantial expenses and frequently traveled from Manila to Cebu and Lapu-lapu City for this purpose. "As a rule, law practice is not a *pro bono* proposition and a lawyer's sensitivity and concern for unpaid fees are understandable; lawyers incur expenses in running their practice and generally depend, too, on their law practice income for their living expenses."⁵⁷

All told, there is insufficient evidence to justify the disbarment or suspension of Atty. Ala. While courts will not hesitate to mete out proper disciplinary punishment upon lawyers who fail to live up to their sworn duties, they will also protect members of the Bar from unjust accusations of dissatisfied litigants. The profession of an attorney is acquired after long and laborious study and effort; it is a lifetime profession. "Private persons, and particularly disgruntled opponents, may not be permitted to use the courts as vehicles through which to vent their rancor on members of the Bar."⁵⁸

Atty. Parungao did not violate Rule 1.02, Canon 1, Rule 8.01, Canon 8, and Rule 19.01, Canon 19 of the CPR.

Atty. Ala charges Atty. Parungao with violations of the following provisions of the CPR in connection with the allegedly threatening letter she received from Atty. Parungao, as well as the disbarment complaint against her, viz.:

RULE 1.02 A lawyer shall not counsel or abet activities aimed at defiance of the law or at lessening confidence in the legal system.

RULE 8.01 A lawyer shall not, in his professional dealings, use language which is abusive, offensive or otherwise improper.

⁵⁷ *Somosot v. Lara*, 597 Phil. 149, 166 (2009).

⁵⁸ *Angeles v. Figuerou*, 507 Phil. 194, 202 (2005).

RULE 19.01 A lawyer shall employ only fair and honest means to attain the lawful objectives of his client and shall not present, participate in presenting or threaten to present unfounded criminal charges to obtain an improper advantage in any case or proceeding.

However, it is easily observed that the bulk of Atty. Ala's allegations against Atty. Parungao is a mere rehash of her arguments and grievances against Go in the disbarment complaint against her. Moreover, the language, tone, and choice of words in Atty. Parungao's letter that he sent on behalf of his client were not defamatory or improper nor did it contain any threats aside from the possibility of the filing of civil and criminal cases to recover the amounts paid under the MOA.⁵⁹ It was a standard demand letter worded only with the usual terms used in exacting payments of obligations from a client's would-be debtors. In the same vein, the disbarment complaint against Atty. Ala was merely narrations of Go's version of events and did not utilize any untoward or uncouth language against Atty. Ala.

In fine, Atty. Ala failed to establish, through substantial evidence, any cause for disciplinary action against Atty. Parungao. Thus, the dismissal of the disbarment complaint against him is in order.

WHEREFORE, the complaints for disbarment against Atty. Lodelberto S. Parungao and Atty. Leticia E. Ala are hereby **DISMISSED**.

SO ORDERED."

By authority of the Court:

TERESITA AQUINO TUAZON
Division Clerk of Court

By:



MA. CONSOLACION GAMINDE-CRUZADA
Deputy Division Clerk of Court

28 APR 2022

⁵⁹ Rollo (A.C. No. 12370), pp. 62-63.

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