



REPUBLIC OF THE PHILIPPINES  
SUPREME COURT  
Manila

SECOND DIVISION

**NOTICE**

Sirs/Mesdames:

*Please take notice that the Court, Second Division, issued a Resolution dated **October 4, 2023** which reads as follows:*

**“A.C. No. 13671 [Formerly CBD Case No. 19-6115] (TESSIE F. BAGIS\* also known as THESSIE F. BAGIS, Complainant v. ATTY. FLORENCIO B. SINGSON, Respondent).** – In keeping with the highest respect and dignity of the legal profession, the Court reminds lawyers to refrain from using offensive or improper language in personal or professional dealings with their clients.

This resolves the Complaint-Affidavit<sup>1</sup> filed by Tessie F. Bagis (Tessie), praying for the disbarment of Atty. Florencio B. Singson (Atty. Singson) for grossly immoral conduct and violating the Lawyer’s Oath, Attorney-Client Privilege, Canon I, Rule 1.0, Canon 7, Rule 7.03, and Canon 20, Rule 20.04 of the Code of Professional Responsibility (CPR).<sup>2</sup>

Sometime in 2009, Tessie engaged the services of Atty. Singson to handle her defense for nine counts of *estafa*, 17 counts of violation of Batas Pambansa Blg. 22, and another *estafa* case. Atty. Singson also handled the defense of Tessie’s husband in an insurance claim and the recovery of Tessie’s and her clients’ investment amounting to PHP 171,115,000.00 from Butch Villavicencio and Oilstar Ventures, Inc. (Oilstar matter).<sup>3</sup> Atty. Singson and Tessie signed a retainer agreement<sup>4</sup> dated December 19, 2013.<sup>5</sup> One of the provisions of their agreement is the payment of a 5% success fee, to wit:

(5) Success fee equivalent to FIVE [PER CENT] (5%) of the total amount involved and recovered by way of compromise agreement or court

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\* “Baguis” in some parts of the *rollo*.

<sup>1</sup> *Rollo*, pp. 1–11.

<sup>2</sup> *Id.* at 2–9.

<sup>3</sup> *Id.* at 38.

<sup>4</sup> *Id.* at 12–14.

<sup>5</sup> *Id.* at 2.

decision, payable upon collection from either Oilstar, any of its officers, duly-authorized representatives, or any one acting on its behalf.<sup>6</sup>

Since then, Tessie has been paying Atty. Singson's professional fees. However, their relationship turned sour when Atty. Singson demanded from Tessie the payment of the success fee in the Oilstar matter. Tessie refused to pay Atty. Singson because she believed that the success fee is contingent on the successful recovery of the total amount of the investment. Considering that she is yet to be paid, Atty. Singson cannot insist on collecting the success fee.<sup>7</sup> This prompted Atty. Singson to file a Complaint<sup>8</sup> for specific performance and damages against Tessie docketed as Civil Case No. 1824 on September 19, 2018.

In his Complaint, Atty. Singson alleged that he recovered Tessie's investment from Oilstar and Filoil Energy Company, Inc. through his professional expertise, effort, and hard work. He demanded the payment of his professional fees and a 5% success fee under the retainer agreement, but Tessie was unable to pay him in full. Although they agreed that Tessie will pay every month beginning June 2014, Tessie stopped paying Atty. Singson in August 2017. After several call attempts, Atty. Singson reached Tessie and reminded her of the missed payments. However, Tessie refused to pay.<sup>9</sup> Atty. Singson sent a final demand,<sup>10</sup> but it fell on deaf ears.<sup>11</sup>

On August 20, 2019, Tessie filed a disbarment complaint<sup>12</sup> against Atty. Singson. Tessie felt humiliated when Atty. Singson's demand letter<sup>13</sup> dated August 11, 2017, implied that she was guilty of the cases filed against her.<sup>14</sup> The particular portion of the letter reads:

**I wish to stress and enlighten your apparent ignorant and ill-informed mind** that I do not ask anything from you nor have you given me anything for free, as what I seek to recover is rightfully mine as I worked hard and earned it to keep your freedom, **unlike you who had previous criminal cases attesting to your propensity of defrauding people.** Bearing this in mind, I am making this FINAL DEMAND for you to pay me in full the remaining balance of my professional fees in the aggregate amount of PESOS (sic) FOUR MILLION TWO HUNDRED THIRTY[-] FIVE THOUSAND NINE HUNDRED FIFTEEN [PESOS] ([PHP] 4,235,915.00) within three (3) days from the date hereof. Should you fail to do so, I will take the appropriate legal action to recover and protect my rights.<sup>15</sup> (Emphasis supplied)

Tessie alleged that the words used by Atty. Singson in his letter are uncharacteristic of a decent member of the legal profession. Atty. Singson

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<sup>6</sup> *Id.* at 13.

<sup>7</sup> *Id.* at 2-3.

<sup>8</sup> *Id.* at 37-41.

<sup>9</sup> *Id.* at 38-39.

<sup>10</sup> See letter dated August 11, 2017; *id.* at 22-24.

<sup>11</sup> *Id.* at 39-40.

<sup>12</sup> See Complaint-Affidavit dated August 7, 2019; *id.* at 1-11.

<sup>13</sup> *Id.* at 22-24.

<sup>14</sup> *Id.* at 3.

<sup>15</sup> *Id.* at 24.

even attached the letter in his Complaint for specific performance, resulting in her humiliation, and Atty. Singson's violation of the attorney-client privilege.<sup>16</sup> Tessie also argued that the payment of at least PHP 3,591,000.00 is more than enough for Atty. Singson's professional fees.<sup>17</sup>

In his Answer,<sup>18</sup> Atty. Singson claimed that Tessie only filed the disbarment case to harass him. Tessie purposely omitted the fact that she engaged Atty. Singson's services for the Oilstar matter, which is also the basis of the 5% success fee.<sup>19</sup> Tessie already collected a portion of the investment, or PHP 40,690,000.00.<sup>20</sup> Yet, she did not pay him the agreed fees. As a result, he filed the case against Tessie as a last resort to recover his professional fees and prevent injustice. Lastly, he claimed that he has been in the efficient, effective, and honest practice of law for almost 24 years and has not been involved nor participated in any unethical practice.<sup>21</sup>

In the Report and Recommendation<sup>22</sup> dated May 6, 2022, the Investigating Commissioner found that while Atty. Singson's act of demanding his fees for services rendered is not a ground for administrative action, his choice of words in the demand letter is humiliating and hurtful on Tessie's part. Atty. Singson has to observe candor, fairness, and loyalty in all his dealings and transactions with his client under Canon 15 and uphold the integrity and dignity of the legal profession under Canon 7. However, Atty. Singson failed to fulfill these obligations and violated his Lawyer's Oath.<sup>23</sup>

At any rate, Atty. Singson's violations do not amount to grossly immoral conduct.<sup>24</sup> Accordingly, the Investigating Commissioner recommended Atty. Singson's suspension from the practice of law for six months for violating Canon 7 and Canon 15 of the CPR, and the Lawyer's Oath, thus:

In view of the above, Respondent, for violating Canon 7 ("A lawyer shall at all times upholds (sic) the integrity and dignity of the legal profession x x x") and Canon 15 (to "observe candor, fairness and loyalty in all his dealings and transactions with his client") of the Code of Professional Responsibility, and the Lawyer's Oath, is hereby recommended to suffer the penalty of six (6) months suspension from the practice of law.

RESPECTFULLY SUBMITTED.<sup>25</sup>

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<sup>16</sup> *Id.* at 4-5.

<sup>17</sup> *Id.* at 7.

<sup>18</sup> *Id.* at 29-36.

<sup>19</sup> *Id.* at 29-30.

<sup>20</sup> *Id.* at 68.

<sup>21</sup> *Id.* at 34-35.

<sup>22</sup> *Id.* at 122-132.

<sup>23</sup> *Id.* at 129-131.

<sup>24</sup> *Id.* at 131.

<sup>25</sup> *Id.* at 132.

In a Resolution<sup>26</sup> dated June 25, 2022, the Board of Governors reduced the penalty to three months suspension, thus:

RESOLVED, to MODIFY, as it is MODIFIED, the Report and Recommendation of the Investigating Commissioner in the instant case, and to recommend instead the imposition upon Respondent Atty. Florencio B. Singson of the penalty of SUSPENSION from the practice of law for THREE (3) MONTHS.<sup>27</sup>

The Court affirms the IBP's findings and recommendation, except for the penalty.

Indisputably, Atty. Singson used the words "*apparent ignorant and ill-informed mind*" and "*you who had previous criminal cases attesting to your propensity of defrauding people*"<sup>28</sup> to refer to Tessie. Atty. Singson's use of these humiliating words that hurt his client violated the Lawyer's Oath. Particularly, his undertaking to conduct himself as a lawyer to the best of his knowledge and discretion. He also violated Canon 7 and Canon 15 of the CPR, which provide:

**CANON 7 - A LAWYER SHALL AT ALL TIMES UPHOLD THE INTEGRITY AND DIGNITY OF THE LEGAL PROFESSION AND SUPPORT THE ACTIVITIES OF THE INTEGRATED BAR.**

x x x x

**CANON 15 - A LAWYER SHALL OBSERVE CANDOR, FAIRNESS AND LOYALTY IN ALL HIS DEALINGS AND TRANSACTIONS WITH HIS CLIENTS.** (Emphasis supplied)

Time and again, the Court has recognized every lawyer's right to just and reasonable compensation for services rendered at the request of his client.<sup>29</sup> It is the court's duty to protect lawyers against injustice on the part of their clients in the same manner that the court protects clients against abuses on the part of the counsel.<sup>30</sup> Demanding payment for attorney's fees is not a ground for administrative liability. Attorney's fees may be claimed either in the action in which the services of a lawyer had been rendered or in a separate action.<sup>31</sup> However, lawyers must never resort to judicial action to recover their fees in a manner that detracts from the dignity of the profession.<sup>32</sup>

Here, Atty. Singson's demand for the payment of his fees in the Oilstar matter and the subsequent filing of a civil action for specific performance are not grounds for administrative liability. He has the right to demand payment for his services. But then, his language is not dignified and respectful, befitting

<sup>26</sup> *Id.* at 121-121-A.

<sup>27</sup> *Id.* at 121.

<sup>28</sup> *Id.* at 24.

<sup>29</sup> *Sanchez v. Aguilos*, 783 Phil. 393, 405 (2016) [Per J. Bersamin, First Division].

<sup>30</sup> *Camacho v. Court of Appeals*, 544 Phil. 178, 202 (2007) [Per J. Callejo, Sr., Third Division].

<sup>31</sup> *Toledo v. Kallos*, 490 Phil. 328, 335 (2005) [Per C.J. Davide, Jr., First Division].

<sup>32</sup> *Cueto v. Jimenez, Jr.*, 489 Phil. 791, 795 (2005) [Per J. Corona, Third Division].

the dignity of the legal profession.<sup>33</sup> Atty. Singson's use of humiliating and hurtful words is unnecessary in protecting his right over his professional fees.

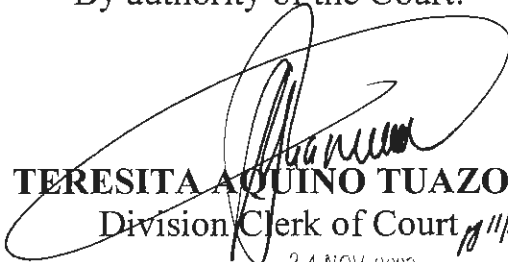
In the case of *Sanchez v. Aguilos*,<sup>34</sup> the Court reprimanded the lawyer for stating in his answer that the demand from another lawyer should be treated "as a mere scrap of paper or should have been addressed by her counsel x x x to the urinal project of the MMDA where it may [serve] its rightful purpose."<sup>35</sup> The Court, in *Ik Kwan Lee v. Sato*,<sup>36</sup> likewise reprimanded the lawyer for shouting "I will send you to jail! [*Ipapakulong kita. hayop ka!*]" towards another lawyer.<sup>37</sup> In both cases, the Court warned the respondent lawyers that a repetition of the same or similar offense shall be dealt with more severely. Hence, the Court finds the penalty of reprimand proper under the circumstances.

**FOR THESE REASONS**, the Court **REPRIMANDS** Atty. Florencio B. Singson. He is **STERNLY WARNED** that a repetition of the same or similar offense shall be dealt with more severely.

Let a copy of this Resolution be included in the personal records of Atty. Florencio B. Singson and entered in his file in the Office of the Bar Confidant.

**SO ORDERED.**" (Leonen, *SAJ.*, on leave, but left a vote pursuant to Rule 12, Section 4 of the Supreme Court Internal Rules)

By authority of the Court:

  
**TERESITA AQUINO TUAZON**  
Division Clerk of Court 11/24  
24 NOV 2023

<sup>33</sup> See *Lacurom v. Jacoba*, 519 Phil. 195, 209 (2006) [Per J. Carpio, Third Division].

<sup>34</sup> 783 Phil. 393 (2016) [Per J. Bersamin, First Division].

<sup>35</sup> *Id.* at 409.

<sup>36</sup> A.C. No. 12147, November 15, 2021 [Notice, Second Division].

<sup>37</sup> *Id.*

YAMBAO YAMBAO & ASSOCIATES (reg)  
Counsel for Complainant  
Unit 3, G/F, EBY Plaza Bldg.  
Zamora St., San Roque, Tarlac City

ATTY. FLORENCIO B. SINGSON (reg)  
Respondent  
Singson Compound, Calamagui 2<sup>nd</sup>  
Ilagan City, Isabela

INTEGRATED BAR OF THE PHILIPPINES (reg)  
Doña Julia Vargas Avenue  
Ortigas Center, 1605 Pasig City

THE BAR CONFIDANT (x)  
Supreme Court, Manila

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PHILIPPINE JUDICIAL ACADEMY (x)  
Supreme Court, Manila

*Please notify the Court of any change in your address.*

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