



Republic of the Philippines  
Supreme Court  
Manila

SECOND DIVISION

DR. MARIA ENCARNACION  
R. LEGASPI,<sup>1</sup>

*Complainant,*

A.C. No. 12076

Present:

PERLAS-BERNABE, J.,  
Chairperson,  
HERNANDO,  
INTING,  
DELOS SANTOS, and  
GAERLAN,\* JJ.

- versus -

ATTY. FLORENCIO D.  
GONZALES,

*Respondent.*

Promulgated:

22 JUN 2020

X-----X

RESOLUTION

DELOS SANTOS, J.:

**Antecedents**

In her Complaint,<sup>2</sup> Maria Encarnacion R. Legaspi (Legaspi) alleged that on June 13, 2013, she went to the residence of respondent Atty. Florencio D. Gonzales (Atty. Gonzales) in New Buswang, Kalibo, Aklan to consult him about the presence of an illegal settler in a parcel of land owned by Legaspi and her family. According to Legaspi, she related to Atty. Gonzales that a certain Romeo Aguarino (Aguarino) squatted on their property and despite the demand letters for him to leave, the latter kept staying. In this regard, Legaspi asked Atty. Gonzales how much legal fees

<sup>1</sup> Also referred to as "Dr. Ma. Encarnacion R. Legaspi" and Dr. Ma. Encarnacion R. Legaspi-Vicerra" in some parts of the *rollo*.

\* Designated as additional member of the Second Division per Special Order No. 2780 dated May 11, 2020.

<sup>2</sup> *Rollo*, pp. 2-4.

would be charged in order that Aguarino may be removed from the property. Atty. Gonzales said that his fee is ₱20,000.00 and that another ₱100,000.00 will be needed as initial expense to talk to the people who would have influence over Aguarino. Atty. Gonzales allegedly said that if his services are not engaged, the illegal settler would likely get another lawyer and try to get millions from the Legaspis. After a few days, Legaspi found out that Atty. Gonzales had become the legal counsel of Aguarino in the unlawful detainer case filed by Rafel Realty and Development Corporation (Rafel Realty; the company of the Legaspis) against the latter. The said case was amicably settled, whereby Aguarino was given money and a parcel of land owned by Legaspi. According to Legaspi, she felt obligated to the company to give up her property to Aguarino since she was the one who consulted with Atty. Gonzales, who later betrayed them to the detriment of the company. Lastly, Legaspi alleged that Atty. Gonzales received a portion of the settlement money from Aguarino. Accordingly, Legaspi accused Atty. Gonzales of violating Paragraph 6 of the Canons of Professional Ethics, and Canons 17 and 21 of the Code of Professional Responsibility (CPR) because of his unethical behavior in accepting Aguarino's case after she had narrated to him confidential facts that he thereafter used to their disadvantage.<sup>3</sup>

In his Answer,<sup>4</sup> Atty. Gonzales countered that no lawyer-client relationship was established between him and Legaspi because no fee or charges have been paid. Further, Atty. Gonzales added that Legaspi cannot claim that there is conflict of interest as she was not the same party who signed the compromise agreement with Aguarino but Atty. Ma. Felomina Legaspi-Rosales,<sup>5</sup> who represented Rafel Realty.<sup>6</sup>

### **Integrated Bar of the Philippines (IBP) Report and Recommendation**

In his Report and Recommendation<sup>7</sup> dated April 10, 2015, IBP Investigating Commissioner Cecilio A. C. Villanueva (Commissioner Villanueva) recommended for the suspension of Atty. Gonzales from the practice of law for two (2) years. According to Commissioner Villanueva, it was undisputed that (1) Atty. Gonzales had a meeting with Legaspi regarding the issue of the illegal settler, Romeo Aguarino; and (2) he later on represented the same illegal settler in an unlawful detainer case which has the same issue with what was brought upon him by Legaspi. It was ruled that Atty. Gonzales violated the CPR, particularly the rules on conflict of interest.

---

<sup>3</sup> Id. at 53.

<sup>4</sup> Id. at 9-13.

<sup>5</sup> Also referred to as "Atty. Ma. Filomena Legaspi-Rosales" in some parts of the *rollo*.

<sup>6</sup> Id. at 66.

<sup>7</sup> Id. at 144-150.

In its Resolution No. XXII-2016-270<sup>8</sup> dated April 29, 2016, the IBP Board of Governors resolved to adopt with modification the report and recommendation of Commissioner Villanueva, lowering the penalty to suspension of Atty. Gonzales from practice of law for a period of one (1) year. Atty. Gonzales sought reconsideration, but the IBP Board of Governors denied his motion in its Resolution No. XXII-2017-1312<sup>9</sup> dated April 20, 2017.

### Issues

Did Atty. Gonzales violate the rule on conflict of interest?

### Ruling

We adopt and sustain the findings and recommendation of the IBP Board of Governors.

Complainant Legaspi alleged that client-lawyer relationship was created when she consulted Atty. Gonzales and shared confidential matters during their meeting on June 13, 2013.<sup>10</sup> For this reason, Legaspi claimed that Atty. Gonzales violated the rule on conflict of interest when he represented Aguarino in the unlawful detainer case filed by them (Legaspis). On the other hand, Atty. Gonzales argued that there was no conflict of interest for the following reasons: (1) no lawyer-client relationship was established because no fees or charges have been paid by Legaspi;<sup>11</sup> (2) it was Atty. Felomina Legaspi-Rosales who filed the case against Aguarino and not complainant Legaspi herself; and (3) he was not a party to the compromise agreement.<sup>12</sup>

The lawyer-client relationship begins from the moment a client seeks the lawyer's advice upon a legal concern. The seeking may be for consultation on transactions or other legal concerns, or for representation of the client in an actual case in the courts or other *fora*. From that moment on, the lawyer is bound to respect the relationship and to maintain the trust and confidence of his client.<sup>13</sup>

Meanwhile, Canon 15 and Rule 15.02 of the CPR provide:

---

<sup>8</sup> Id. at 193-194.

<sup>9</sup> Id. at 191-192.

<sup>10</sup> Id. at 135.

<sup>11</sup> Id. at 9.

<sup>12</sup> Id. at 66-67.

<sup>13</sup> *Diongzon v. Mirano*, 793 Phil. 200, 206 (2016).

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

x x x x

**Rule 15.02. - A lawyer shall be bound by the rule on privilege communication in respect of matters disclosed to him by a prospective client.** (Emphasis supplied)

After careful review of the records, We find that lawyer-client relationship between the parties already attached during their meeting on June 13, 2013. It must be noted that said consultation was intended for Legaspi to seek legal advice which also included inquiry on the rates to be paid. The information received by Atty. Gonzales are material to the issues against Aguarino which are intended by Legaspi to be confidential.

In *Mercado v. Atty. Vitriolo*,<sup>14</sup> it was held that matters disclosed by a prospective client to a lawyer are protected by the rule on privileged communication even if the prospective client does not thereafter retain the lawyer or the latter declines the employment. The reason for this is to make the prospective client free to discuss whatever he wishes with the lawyer without fear that what he tells the lawyer will be divulged or used against him, and for the lawyer to be equally free to obtain information from the prospective client.

Thus, we find that Atty. Gonzales violated the rule on conflict of interest, when he represented Aguarino in the unlawful detainer case filed by Legaspi's company. The fact that no fees was paid by Legaspi during their previous meeting do not excuse Atty. Gonzales in observing the foregoing rule. It is also of no moment that the said case was filed by the sister of Legaspi, Atty. Felomina Legaspi-Rosales, who happened to be the President of Rafel Realty.

The relationship between a lawyer and his client should ideally be imbued with the highest level of trust and confidence. Necessity and public interest require that this be so. Part of the lawyer's duty to his client is to avoid representing conflicting interests. He is duty bound to decline professional employment, no matter how attractive the fee offered may be, if its acceptance involves a violation of the proscription against conflict of interest, or any of the rules of professional conduct. Thus, a lawyer may not accept a retainer from a defendant after he has given professional advice to the plaintiff concerning his claim; nor can he accept employment from another in a matter adversely affecting any interest of his former client. It is his duty to decline employment in any of these and similar circumstances in view of the rule prohibiting representation of conflicting interests.<sup>15</sup>

<sup>14</sup> 498 Phil. 49, 58 (2005).

<sup>15</sup> *Ylaga v. Atty. Gacott*, 702 Phil. 390, 415 (2013).

Applying the foregoing rules to the instant case, We hold that Atty. Gonzales violated Canon 15 of the CPR. While the Court cannot allow a lawyer to represent conflicting interests, the Court deems disbarment a much too harsh penalty under the circumstances.<sup>16</sup> Thusly, the Court finds the imposition of the one (1)-year suspension from the practice of law against Atty. Gonzales proper.

**WHEREFORE**, the Court **AFFIRMS** the April 29, 2016 Resolution of the Integrated Bar of the Philippines Board of Governors. **ATTY. FLORENCIO D. GONZALES** is found **GUILTY** of violating Rule 15.02, Canon 15 of the Code of Professional Responsibility, and is hereby **SUSPENDED** from the practice of law for a period of **ONE (1) YEAR**, with a stern warning that a repetition of the same or similar acts will be dealt with more severely.

Atty. Gonzales' suspension from the practice of law shall take effect immediately upon his receipt of this Resolution. He is **DIRECTED** to immediately file a Manifestation to the Court that his suspension has started, copy furnished all courts and quasi-judicial bodies where he has entered his appearance as counsel.

Let copies of this Resolution be served on the Office of the Bar Confidant, the Integrated Bar of the Philippines, and the Office of the Court Administrator for proper dissemination to all courts in the country for their information and guidance and be attached to the respondent's personal record as attorney.

**SO ORDERED.**




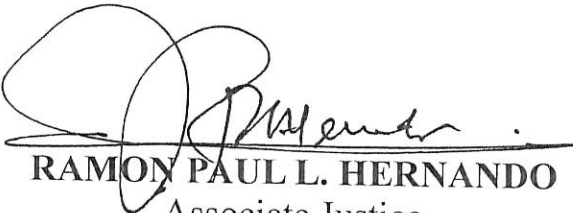
**EDGARDO L. DELOS SANTOS**  
Associate Justice

---


<sup>16</sup> *Palacios v. Atty. Amora, Jr.*, 815 Phil. 9, 25 (2017).

**WE CONCUR:**

  
**ESTELA M. PERLAS-BERNABE**  
Senior Associate Justice  
Chairperson

  
**RAMON PAUL L. HERNANDO**  
Associate Justice

  
**HENRI JEAN PAUL B. INTING**  
Associate Justice

  
**SAMUEL H. GAERLAN**  
Associate Justice