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Wilfredo S. Toledo
WILFREDO V. LAPITAN
 Division Clerk of Court
 Third Division

APR 03 2019

Republic of the Philippines
Supreme Court
 Manila

THIRD DIVISION

**CELIANA B. BUNTAG, FLORA
 ARBILERA, VETALIANO
 BONGO, SEBASTIAN BONGO,
 PETRONILO BONGO, LEO
 BONGO, and RAUL IMAN,**
 Complainants,

A.C. No. 12125

Present:

PERALTA, J., Chairperson,
 LEONEN,
 REYES, A., JR.,
 HERNANDO, and
 CARANDANG,* *JJ.*

-versus-

ATTY. WILFREDO S. TOLEDO,
 Respondent.

Promulgated:
February 11, 2019

Wilfredo S. Toledo

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RESOLUTION

LEONEN, J.:

The burden of proof lies on the party making the allegation. In a disbarment complaint, the allegations of the complainant must be proven with substantial evidence.

Celiana Bongo-Buntag (Buntag), Flora Arbilera, Vetaliano Bongo, Sebastian Bongo, Petronilo Bongo, Leo Bongo, and Raul Iman (Buntag, et al.) filed a Disbarment Complaint¹ against Atty. Wilfredo S. Toledo (Atty. Toledo), their former counsel in several criminal and civil cases.²

* Designated additional Member per Special Order No. 2624 dated November 28, 2018.

¹ *Rollo*, pp. 2-12 and 14-21.

² *Id.* at 2.

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Buntag, et al. claimed that despite knowing that they were indigents, Atty. Toledo demanded money from them several times.³ To produce the money he asked for, they had to borrow money from their neighbors and from financial institutions with high interest rates, miring them in debt.⁴

Buntag, et al. also alleged that Atty. Toledo brought companions to their house without prior notice. He introduced them as “dignitaries”⁵ and demanded that they serve them lechon, *sugpo*, and white “nokus.”⁶

Moreover, Buntag, et al. claimed that Atty. Toledo forced them to lie during their hearings and cross-examinations, and to sign documents without understanding their contents.⁷ He even supposedly refused to conduct any inspection of the property to help them prove their ownership over the property.⁸

Further, Buntag, et al. alleged that Atty. Toledo did not take any action against the judge assigned on their cases, even if the judge was clearly biased against them.⁹ He also failed to update them on the status of their cases. They would later be surprised to find out that they had already been convicted of the charge against them.¹⁰

Buntag, et al. added that Atty. Toledo handled a civil case despite a conflict of interest: he served as counsel for Ma. Teresa Edar Schaap (Schaap)¹¹ in a case where Buntag, et al. were the plaintiffs.¹²

Buntag, et al. claimed that Atty. Toledo became indifferent when he noticed that they could no longer afford to pay him, so they asked him to withdraw as their counsel.¹³

On November 28, 2011, Atty. Toledo filed an Omnibus Motion for a Bill of Particulars and Extension of Time to File Answer.¹⁴ He requested Buntag, et al. to “enumerate the specific material facts and dates when he allegedly borrowed money from them [and] brought people to their houses to eat as ‘dignitaries[.]’”¹⁵ He also asked them to provide the specific

³ Id. at 3–5.

⁴ Id. at 3.

⁵ Id. at 4.

⁶ Id. at 7.

⁷ Id. at 6.

⁸ Id. at 8.

⁹ Id. at 5.

¹⁰ Id. at 8–10.

¹¹ Id. at 24 and 122. Teresa is sometimes spelled Theresa in the *rollo*.

¹² Id. at 17.

¹³ Id. at 11.

¹⁴ Id. at 23–26.

¹⁵ Id. at 24.

incidents that involved his “alleged lying, conflict of interest[,] and mishandling[.]”¹⁶

On July 4, 2012, Buntag, et al. filed an Urgent Manifestation¹⁷ where they stated that a Bill of Particulars was a prohibited pleading under Rule III, Section 2 of the Rules of Procedure of the Commission on Bar Discipline.¹⁸ They maintained that Atty. Toledo should not have assumed that his Motion was automatically approved so he should have filed his answer.¹⁹

A Mandatory Conference was set at 11:30 a.m. on September 10, 2012.²⁰ Atty. Toledo filed an Omnibus Motion for Resetting of September 10, 2012 Mandatory Conference with Reiteration for a Bill of Particulars and Extension of Time to File Answer.²¹ The Motion for a Bill of Particulars was denied, but the Motion for Resetting and Extension to File Answer was granted.²² The Mandatory Conference was reset several times due to Atty. Toledo’s repeated Motions.²³

In his Answer,²⁴ Atty. Toledo denied all the allegations thrown against him. He also attached the Affidavits of Arturo Arboladura (Arboladura)²⁵ and Vitaliano Dumangcas (Dumangcas)²⁶ to support his claims that he did not neglect his duties as complainants’ counsel, and that he did not demand huge sums of money from them.

Arboladura, a beach resort operator in Panglao, Bohol, attested that he first met Atty. Toledo sometime in 1998. The lawyer, he said, helped him create the Panglao Peace Multi-Purpose Cooperative and register it with the Cooperative Development Authority. He also attested that Atty. Toledo recruited his clients, the members of the Bongo family (or Buntag, et al. in this case), to be part of the cooperative.²⁷

Arboladura stated that on two (2) occasions, Buntag, accompanied by Atty. Toledo, asked for his help in paying the bail bond of her family members who had been charged with estafa and illegal possession of unlicensed firearms. He lent her a total of ₱50,000.00,²⁸ stating that he

¹⁶ Id. at 24.

¹⁷ Id. at 28–39.

¹⁸ Id. at 28–29.

¹⁹ Id. at 29.

²⁰ Id. at 40.

²¹ Id. at 41–45.

²² Id. at 48–49.

²³ Id. at 48–49, 68, 69, 70, 93, and 94.

²⁴ Id. at 74–80.

²⁵ Id. at 82–86.

²⁶ Id. at 87–91.

²⁷ Id. at 82.

²⁸ Id. at 83.

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would not have lent her any money had it not been for Atty. Toledo's intercession.²⁹

Arboladura attested that the Bongo family had several criminal cases lodged against them by their relatives and the buyers of the parcels of land they had inherited from their grandparents. He testified that Atty. Toledo solely handled all their cases *pro bono*. Arboladura would sometimes get invited by Buntag to a thanksgiving party for Atty. Toledo when a case against them was dismissed, or when a family member was acquitted.³⁰

Dumangcas, Atty. Toledo's messenger, attested that the lawyer had many poor clients in Panglao and Dauis in Bohol whose cases he had accepted without pay. He claimed that Atty. Toledo sometimes even used his own money to pay his clients' bail bond.³¹

Dumangcas attested that the Bongo family had been Atty. Toledo's clients as early as 1999, and that he handled at least 16 civil and criminal cases filed against them *pro bono*.³²

On February 27, 2014, the Mandatory Conference was deemed terminated when both parties failed to appear. The parties were then directed to submit their respective position papers.³³

In their Position Paper,³⁴ Buntag, et al. claimed that because Atty. Toledo did not submit his Answer, he must be declared in default and judgment must be rendered in their favor.³⁵

In his Position Paper,³⁶ Atty. Toledo reiterated his denial of complainants' allegations.³⁷ He claimed to have represented them *pro bono* for over 10 years³⁸ and, in many of their cases, personally paid the docket fees³⁹ and miscellaneous costs such as postage stamps and photocopying of pleadings.⁴⁰

Atty. Toledo denied that he brought persons in Buntag, et al.'s house without notice, or that he demanded that they prepare food for his guests.

²⁹ Id. at 86.

³⁰ Id. at 84.

³¹ Id. at 87.

³² Id. at 87–90.

³³ Id. at 110.

³⁴ Id. at 111–112.

³⁵ Id. at 111.

³⁶ Id. at 114–145.

³⁷ Id. at 118.

³⁸ Id. at 120.

³⁹ Id. at 118.

⁴⁰ Id. at 121.

He maintained that he only went to their house when he was invited during a fiesta celebration or family occasions.⁴¹

Atty. Toledo also denied forcing Buntag, et al. to lie on their cases. He pointed out a case of forcible entry and damages, where it was revealed in a hearing that Buntag had already signed three (3) deeds of sale in favor of the defendant. Upon this discovery, Buntag engaged the services of another lawyer. Yet, despite having been discharged as their lawyer, he still continued to fulfill his duties as their counsel.⁴²

Atty. Toledo further asserted that when he represented Schaap, there was no conflict of interest since Buntag, et al. were not parties to the case. Besides, he added, Schaap's case was executed by the sheriff even before they became his clients.⁴³

Atty. Toledo claimed that he represented Buntag, et al. to the best of his abilities. Case in point, even if they discharged him as their counsel, he still filed a Motion for Reconsideration for one (1) of their cases, as the court had not yet acted upon their Notice of Withdrawal as Counsel.⁴⁴

On July 11, 2016, Commissioner Mario V. Andres (Commissioner Andres) of the Integrated Bar of the Philippines Commission on Bar Discipline recommended⁴⁵ dismissing the Administrative Complaint against Atty. Toledo. He found that Buntag, et al. failed to substantiate their claims against the lawyer.⁴⁶ Nonetheless, he recommended that Atty. Toledo be directed to show cause why he should not be sanctioned for still acting as Buntag, et al.'s counsel despite being discharged. Thus:

RECOMMENDATION

It is respectfully recommended that for failing to overcome the burden of proof required in disbarment cases, the administrative complaint against Respondent Atty. Wilfredo S. Toledo be **DISMISSED** and he be ordered to **SHOW CAUSE** why he should not be sanctioned for encroaching upon the business of another lawyer.⁴⁷ (Emphasis in the original)

On November 5, 2016, the Board of Governors of the Integrated Bar of the Philippines adopted Commissioner Andres' findings of fact, but deleted the recommendation for the issuance of a show cause order against

⁴¹ Id. at 119.

⁴² Id.

⁴³ Id. at 122.

⁴⁴ Id. at 143.

⁴⁵ Id. at 233–245.

⁴⁶ Id. at 237–244.

⁴⁷ Id. at 244.

Atty. Toledo:⁴⁸

RESOLVED to ADOPT the findings of fact and recommendation of the Investigating Commissioner dismissing the complaint but MODIFYING the same by deleting the recommendation for the issuance of a show cause order on matters not contained in the original complaint.

RESOLVED FURTHER to direct CIBD Director IPG Ramon S. Esguerra to prepare an extended resolution explaining the Board's action.⁴⁹

In an Extended Resolution,⁵⁰ Commission on Bar Discipline Director Ramon S. Esguerra (Director Esguerra) recommended that the Complaint against Atty. Toledo be dismissed for lack of evidence. He stressed that despite being discharged as counsel, Atty. Toledo was still the counsel of record. Thus, the lawyer only acted in the best interest of his clients when he filed a Notice of Appeal on their behalf.⁵¹

The dispositive portion of the Extended Resolution read:

WHEREFORE, it is respectfully recommended that the Complaint against Atty. Toledo be dismissed for lack of evidence. Moreover, it is respectfully submitted that Atty. Toledo had the duty to file the Notice of Appeal on behalf of Complainants despite the Notice for his discharge, and as such, cannot be directed to explain said action.⁵²

The issue for this Court's resolution is whether or not respondent Atty. Wilfredo S. Toledo violated the Code of Professional Responsibility.

The Complaint must be dismissed.

It is well-established that the allegations in a disbarment complaint must be proven with substantial evidence.⁵³ *Spouses Boyboy v. Atty. Yabut, Jr.*⁵⁴ defines the standard of substantial evidence for an administrative complaint:

The standard of substantial evidence required in administrative proceedings is more than a mere scintilla. It means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion. While rules of evidence prevailing in courts of law and equity shall not be

⁴⁸ Id. at 231.

⁴⁹ Id.

⁵⁰ Id. at 246–260.

⁵¹ Id. at 258.

⁵² Id. at 260.

⁵³ *Fajardo v. Atty. Alvarez*, 785 Phil. 303, 322 (2016) [Per J. Leonen, Second Division] citing *Spouses Boyboy v. Atty. Yabut, Jr.*, 449 Phil. 664 (2003) [Per J. Bellosillo, Second Division].

⁵⁴ 449 Phil. 664 (2003) [Per J. Bellosillo, Second Division].

controlling, the obvious purpose being to free administrative boards from the compulsion of technical rules so that the mere admission of matter which would be deemed incompetent in judicial proceedings would not invalidate the administrative order, this assurance of a desirable flexibility in administrative procedure does not go so far as to justify orders without basis in evidence having rational probative force.⁵⁵ (Citations omitted)

Here, complainants failed to present any evidence to adequately support their allegations against respondent. They failed to state how much he supposedly demanded from them. They also did not attach receipts of the payment they had sent him to support their claim of unreasonable demand of money. Receipts from financial institutions could have supported their allegations that the unreasonable demand of money caused them to borrow money with high interest rates.

Complainants alleged that they were forced to sign documents without understanding their contents. These documents should have been annexed to their Complaint to show this Court what these were. If they were forced to lie during hearings and cross-examinations, the stenographic notes would have shown the statements they wanted to dispute. As Commissioner Andres observed:

Complainants accuse Respondent of directing them to tell lies which caused them to be bewildered when they were being cross-examined. They offered no evidence to prove this accusation other than their Affidavit Complaint. In their Affidavit Complaint, they did not indicate in which case they were told to lie and what lies they were made to tell. The Respondent on the other hand denies this accusation and alleges that it was the other way around. According to Respondent, this allegation pertains to a Forcible Entry and Damages case filed by the Complainants against a certain Paz Mandin-Trotin where it turned out during the hearing that Celiana Bongo-Buntag, one of the Complainants, signed three deeds of sale in favor of Paz Mandin[-]Trotin.

The Respondent cannot be made administratively liable on the basis of mere general accusations such as this without proof.⁵⁶ (Citations omitted)

Complainants made various accusations⁵⁷ of impropriety and violations of the lawyer's oath against respondent. However, save for their bare allegations, they failed to attach records or other pieces of evidence to substantiate their Complaint. The little evidence that they did proffer failed to support their accusations or bolster their case against him.⁵⁸

⁵⁵ Id. at 670.

⁵⁶ *Rollo*, p. 238.

⁵⁷ Id. at 255-256.

⁵⁸ Id. at 255-258.

This Court will not penalize lawyers unless it is unmistakably shown that they are unfit to continue being a member of the Bar.⁵⁹ In *Advincula v. Atty. Macabata*:⁶⁰

As a basic rule in evidence, the burden of proof lies on the party who makes the allegations — *ei incumbit probatio, qui decit, non qui negat; cum per rerum naturam factum negantis probatio nulla sit*. In the case at bar, complainant miserably failed to comply with the burden of proof required of her. A mere charge or allegation of wrongdoing does not suffice. Accusation is not synonymous with guilt.

....

The power to disbar or suspend ought always to be exercised on the preservative and not on the vindictive principle, with great caution and only for the most weighty reasons and only on clear cases of misconduct which seriously affect the standing and character of the lawyer as an officer of the court and member of the Bar. Only those acts which cause loss of moral character should merit disbarment or suspension, while those acts which neither affect nor erode the moral character of the lawyer should only justify a lesser sanction unless they are of such nature and to such extent as to clearly show the lawyer's unfitness to continue in the practice of law. The dubious character of the act charged as well as the motivation which induced the lawyer to commit it must be clearly demonstrated before suspension or disbarment is meted out. The mitigating or aggravating circumstances that attended the commission of the offense should also be considered.⁶¹ (Emphasis in the original, citation omitted)

Nonetheless, it has not escaped this Court's attention that respondent's lackadaisical attitude toward his professional dealings with complainants led in part to the controversy pending before this Court.

It is indeed laudable that respondent does not limit his legal assistance only to those who can afford his services and that he generously provides legal services to everyone who asks for help. Yet, his failure to put in writing his contractual agreements with his clients, paying or not, added to the confusion on the obligations and expectations of each party in their attorney-client relationship.

A retainer or written agreement between a lawyer and the client lists the scope of the services to be offered by the lawyer and governs the relationship between the parties. Without a written agreement, it would be difficult to ascertain what the parties committed to; hence, a party may be emboldened to make baseless demands from the other party, presenting his or her own interpretation of the verbal agreement into which they entered.

⁵⁹ *Fajardo v. Atty. Alvarez*, 785 Phil. 303 (2016) [Per J. Leonen, Second Division].

⁶⁰ 546 Phil. 431 (2007) [Per J. Chico-Nazario, Third Division].

⁶¹ *Id.* at 446–448.

Here, complainants accuse respondent of demanding money from them on several occasions despite their indigence. Respondent denied their accusations, and asked that they specify the instances he had asked for money, along with the amounts he purportedly demanded from them.

If the parties had executed a written agreement, issues on lawyer's fees and other expenses incurred during a trial would not have arisen, as each party would know his or her obligations under the retainer agreement. As it was, complainants seemed unaware of what was expected of them as clients, leading them to make blanket accusations of impropriety against respondent.


To prevent a similar predicament from happening in the future, respondent is directed to henceforth execute written agreements with all of his clients, even those whose cases he is handling *pro bono*.


WHEREFORE, the Administrative Complaint against respondent Atty. Wilfredo S. Toledo is **DISMISSED** for lack of merit. However, he is **DIRECTED** to henceforth reduce into writing all of his agreements for legal services with his clients, and is given a **STERN WARNING** that a similar infraction in the future will merit a more severe response from this Court.


SO ORDERED.


MARVIC M.V.F. LEONEN
Associate Justice

WE CONCUR:


DIOSDADO M. PERALTA
Associate Justice
Chairperson



ANDRES B. REYES, JR.
Associate Justice

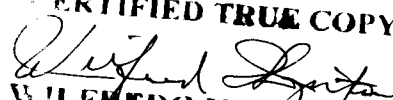

RAMON PAUL L. HERNANDO
Associate Justice


ROSMARID. CARANDANG
Associate Justice

ATTESTATION

I attest that the conclusions in the above Resolution had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.


DIOSDADO M. PERALTA
Associate Justice
Chairperson

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