



Republic of the Philippines  
Supreme Court  
Manila

SECOND DIVISION

ATTY. ROLEX T. SUPLICO and A.C. No. 9152 [Formerly CBD  
ATTY. DEMAREE J.B. RAVAL, Case No. 05-1430]  
*Petitioners,*

Present:

- versus -

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

ATTY. LUIS K. LOKIN, JR. and  
ATTY. SALVADOR C. HIZON,  
*Respondents.*

Promulgated:

01 JUL 2020

X ----- X

RESOLUTION

INTING, J.:

Before the Court is a Petition for Review<sup>1</sup> under Rule 45 of the Rules of Court filed by Atty. Rolex T. Suplico (Atty. Suplico) and Atty. Demaree J.B. Raval (Atty. Raval) (collectively, petitioners) assailing the Resolution No. XIX-2011-484<sup>2</sup> dated June 26, 2011 of the Board of Governors of the Integrated Bar of the Philippines (IBP) which dismissed the complaint for disbarment filed against Atty. Luis K. Lokin, Jr. (Atty. Lokin) and Atty. Salvador C. Hizon (Atty. Hizon) (collectively, respondents) in CBD Case No. 05-1430.

\* Designated additional member per Special Order No. 2780 dated May 11, 2020.

<sup>1</sup> *Rollo*, Vol. II, pp. 739-793.

<sup>2</sup> *Id.* at 797-798.

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*The Antecedents*

Petitioners filed a Complaint<sup>3</sup> for disbarment against their former partners, respondents before the IBP Commission on Bar Discipline (CBD) for alleged violation of Rule 7.03,<sup>4</sup> Canon 7 of the Code of Professional Responsibility and the Lawyer's Oath for the latter's refusal to turnover the respective shares of Atty. Suplico and Atty. Raval from the attorney's fees purportedly amounting to ₱144,831,371.49.<sup>5</sup> The amount, which was the equivalent of 40% of the ₱362,078,428.74 representing the total amount which Aeroacom Investors & Managers, Inc. (Aeroacom) recovered from the Presidential Commission on Good Government (PCGG) in Civil Case No. 0044 before the Sandiganbayan. Simultaneously, the petitioners filed a criminal case for Estafa against herein respondents.<sup>6</sup>

Petitioners posited that Aeroacom entered into an agreement with Raval Suplico and Lokin, Lawyers to engage their legal services subject to the payment of attorney's fees equivalent to 40% of the award which the Court may grant in favor of Aeroacom. Herein parties were former partners in Raval Suplico and Lokin, Lawyers. Petitioners alleged that as a professional partnership, they consensually agreed that 30% of the partnership profits shall be given to Atty. Hizon, and the remaining 70% shall be divided equally among Atty. Raval, Atty. Suplico, and Atty. Lokin.<sup>7</sup>

In response thereto, respondents denied the allegations and interposed that petitioners already received their share in the attorney's fees from the Aeroacom case which was divided among the partners based on the extent and nature of their participation in the case. Respondents likewise countered that petitioners were no longer entitled to any further amount from the Aeroacom case because the latter already executed quitclaims; that they withdrew their rights in the law firm; that Atty. Suplico executed a quitclaim dated July 8, 2000 effective as early

<sup>3</sup> *Rollo*, Vol. I, pp. 1-8.

<sup>4</sup> Rule 7.03 — A lawyer shall not engage in conduct that adversely reflects on his fitness to practice law, nor shall he whether in public or private life, behave in a scandalous manner to the discredit of the legal profession.

<sup>5</sup> *Rollo*, Vol. I, pp. 1-2.

<sup>6</sup> On July 3, 2007, Branch 167, Regional Trial Court, Pasig City, granted the Motions for Reconsideration which accordingly quashed the information for *Estafa* filed against respondents for lack of probable cause. See the Order dated July 3, 2007 in Criminal Case No. 133450, penned by Judge Agnes Reyes-Carpio, *id.* at 464-469.

<sup>7</sup> *Id.* at 10.

as January 15, 1995;<sup>8</sup> and that their acts caused the dissolution of Raval Suplico and Lokin, Lawyers and was succeeded thereafter by Raval Lokin, Lawyers registered in the names of Atty. Raval, Atty. Lokin, and Atty. Hizon. With respect to Atty. Raval, respondents disputed that he had minimal to no participation in the Aerocom case because of his engagements outside the law firm.<sup>9</sup> Atty. Lokin insinuated that Atty. Raval also withdrew his rights to the law firm; that their partnership deteriorated because of the latter's incompetence; and that it was Atty. Raval who voluntarily and unilaterally withdrew from the partnership in exchange for their Amberland office space.

*The Investigating Commissioner's Report and Recommendation*

On January 22, 2009, Investigating Commissioner Jose I. De la Rama, Jr. (Investigating Commissioner De la Rama) issued a Commissioner's Report<sup>10</sup> that recommended the dismissal of the disbarment case against respondents:

WHEREFORE, in view of the foregoing, it is most respectfully recommended that the disbarment case against ATTY. LUIS K. LOKIN, JR. and ATTY. SALVADOR C. HIZON be DISMISSED for lack of merit.

SO ORDERED.<sup>11</sup>

Investigating Commissioner De la Rama ruled out on the existence of a retainer's agreement between the defunct law firm and Aerocom for the payment of the 40% of whatever amount the latter would recover from the lawsuit, and that there was no basis for the collection. He declared that the records would bear out that petitioners could not produce a copy of the supposed agreement; Aerocom's President, although admitting that he saw a copy thereof, denied that he signed any such agreement and that even the corporate secretary of Aerocom denied that there was a written agreement on the 40% attorney's fees based on the corporate records and files in his possession. Further, he highlighted the failure of Atty. Jessica A. Los Banos (Atty. Los Banos), a former lawyer at the defunct law firm who handled the Aerocom case, to identify in her affidavit the document evidencing the agreement on the attorney's fees and as to her source of the information. Furthermore, he gave credence to the release, waiver and quitclaim

<sup>8</sup> See Release, Waiver and Quitclaim of Atty. Rolex T. Suplico, *id.* at 76.

<sup>9</sup> *Id.* at 47-48, 107.

<sup>10</sup> *Id.* at 572-592.

<sup>11</sup> *Id.* at 592.

executed by petitioner which effectively barred them from their rights to their share in the attorney's fees from the Aerocom case.<sup>12</sup>

Thus, Investigating Commissioner De la Rama concluded that considering the evidence on the retainer's agreement is wanting, petitioners failed to prove deceit, misconduct, and malpractice which would warrant the disbarment of respondents. Hence, he recommended for the dismissal of the complaint.

### *The IBP Board of Governors Report*

In the Resolution No. XVIII-2009-52<sup>13</sup> dated February 19, 2009, the IBP Board of Governors adopted and approved the Report and Recommendation of Investigating Commissioner Dela Rama by dismissing the complaint for disbarment against respondents.<sup>14</sup>

The IBP Board of Governors passed Resolution No. XIX-2011-484<sup>15</sup> dated June 26, 2011 which denied petitioners' Motion for Reconsideration and affirmed Resolution No. XVIII-2009-52.<sup>16</sup>

### *Our Ruling*

*In disbarment proceedings, the burden of proof rests upon the complainant, and for the court to exercise its disciplinary powers, the case against the respondent must be established by clear, convincing and satisfactory proof. Considering the serious consequence of the disbarment or suspension of a member of the Bar, this Court has consistently held that clear preponderant evidence is necessary to justify the imposition of the administrative penalty.*<sup>17</sup>

In the present case, there is a dearth of evidence on the legal fees agreed upon between the defunct law firm and Aerocom as compensation for the legal services it rendered in the Aerocom case. Petitioners failed to discharge their burden of proving that an agreement

<sup>12</sup> *Id.* at 582-588.

<sup>13</sup> *Id.* at 570-571.

<sup>14</sup> *Id.* at 570.

<sup>15</sup> *Id.* at 713-714.

<sup>16</sup> *Id.* at 713.

<sup>17</sup> *Alitagtag v. Atty. Garcia*, 451 Phil. 420, 423 (2003), citing *Martin v. Felix, Jr.*, 246 Phil. 113, 133-134 (1988).

on the attorney's fees amounting to 40% of the total recovery award in favor of Aeroacom existed; and that there was indeed receipt by the law firm of the alleged amount that should be turned over to petitioners. Even the President<sup>18</sup> and the Corporate Secretary<sup>19</sup> of Aeroacom denied petitioners' allegations of an existing agreement.

Aside from petitioners own declarations, the only evidence the petitioners presented to prove the agreement as to the legal fees between Aeroacom and the defunct law firm are the affidavit of Atty. Los Banos, and several documents from the Sandiganbayan which pertained to the execution of the judgment in favor of Aeroacom. However, as correctly observed by Investigating Commissioner De la Rama, Atty. Los Banos merely indicated in her Affidavit<sup>20</sup> that she learned of the 40% arrangement for legal fees during the time when she was handling the Aeroacom case without her indicating how she obtained the information. The court documents with respect to the execution of the recovery award in favor of Aeroacom solely pertained to the satisfaction of the judgment and the amount Aeroacom recovered from PCGG albeit received by respondent Atty. Lokin<sup>21</sup> as counsel for Aeroacom. Contrary to petitioners' assertion, the duty of obtaining evidence with regard to the agreement on the legal fees between Aeroacom and their former law firm and the amount paid by Aeroacom to respondents belonged to them as complainants and not to the investigating body.

Furthermore, the Court could not turn a blind eye to the Release, Waiver and Quitclaim<sup>22</sup> of Atty. Suplico which he voluntarily executed, and never refuted. This effectively discharged the Raval Suplico and Lokin, Lawyers from any action or obligation arising from Atty. Suplico as a partner reckoned from January 15, 1995. It included the legal fees from the Aeroacom case wherein the Writ of Execution was issued on January 11, 1999.<sup>23</sup> Atty. Suplico even categorically stated in his quitclaim that he received a valuable consideration from the defunct law firm; thus, he voluntarily released and forever discharged the law partnership from any action or obligation arising from his being a partner.<sup>24</sup> Similarly, Atty. Raval withdrew from the partnership in May

<sup>18</sup> *Rollo*. Vol. 1, pp. 396-397.

<sup>19</sup> *Id.* at 74.

<sup>20</sup> *Id.* at 328-329.

<sup>21</sup> *Id.* at 29-31.

<sup>22</sup> *Id.* at 76.

<sup>23</sup> *Id.* at 20.

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



1999<sup>25</sup> and even waived his rights over his share in the attorney's fees from the Aerocom case in exchange for the Amberland office which facts remained un rebutted.<sup>26</sup> As seasoned members of the legal profession, it is but safe to assume that they voluntarily executed their quitclaims and waived their rights to the law partnership with full knowledge of its repercussions.

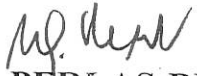
Thus, the disbarment is unwarranted. Petitioners failed to discharge the burden of proving that respondents indeed committed deceit, fraud or misconduct in violation of Rule 7.03 of Canon 7 of the Code of Professional Responsibility with respect to the distribution of the attorney's fees received by the defunct law firm from the Aerocom case.

**WHEREFORE**, finding the recommendation of the Integrated Bar of the Philippines to be fully supported by the evidence on record and applicable laws, the Court **RESOLVES** to **DISMISS** the case against respondents Atty. Luis K. Lokin, Jr. and Atty. Salvador C. Hizon and considers the case as **CLOSED** and **TERMINATED**.

**SO ORDERED.**

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

WE CONCUR:

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

<sup>25</sup> As admitted by Atty. Demaree J.B. Raval in his earlier complaint against Atty. Luis K. Lokin, Jr. which was filed before the IBP CBD dated July 23, 2003 docketed as CBD Case No. 03-1118 for the latter's continued use of "Raval and Lokin, Lawyers" despite its dissolution, *id.* at 371-376.

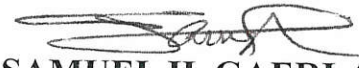
<sup>26</sup> *Id.* at 75.



**RAMON PAUL L. HERNANDO**  
*Associate Justice*



**EDGARDO L. DELOS SANTOS**  
*Associate Justice*



**SAMUEL H. GAERLAN**  
*Associate Justice*

