



Republic of the Philippines  
Supreme Court  
Manila

FIRST DIVISION

NOTICE

Sirs/Mesdames:

*Please take notice that the Court, First Division, issued a Resolution dated April 28, 2021 which reads as follows:*

**“A.C. No. 12827 [Formerly CBD Case No. 11-3228] – (MICA SECURITY AGENCY, INC. and ROYAL BUILDING MAINTENANCE INC., represented by CORAZON ANDEZA, complainant v. ATTY. LUISA R. GONZALES-SANTIAGO, respondent).** – For the Court’s consideration is the Complaint<sup>1</sup> for disbarment filed against Atty. Luisa R. Gonzales-Santiago (Atty. Gonzales-Santiago) by complainants Mica Security Agency, Inc. (MSAI) and Royal Building Maintenance, Inc. (RBMI), represented by Corazon Andeza (Andeza), on the ground of gross incompetence and negligence in violation of Canon 18 of the Code of Professional Responsibility (CPR).

**The Antecedents**

Complainants were former clients of Atty. Gonzales-Santiago.

In 2007, the parties entered into a Retainership Agreement whereby, it was agreed upon that Atty. Gonzales-Santiago will be paid a monthly retainership fee of ₱4,000.00 which includes consultations, review and preparations of contracts and legal advice; acceptance fee of ₱20,000.00 for every case referred, appearance fee of ₱2,500.00; 10% discount on notarial services; and 10% attorney’s fees for every successful case.<sup>2</sup>

Sometime after the agreement was drawn, complainant Andeza allegedly requested from Atty. Gonzales-Santiago to take out the payment of acceptance fee for the meantime as there were only few

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<sup>1</sup> Id. at 2-8.

<sup>2</sup> Id. at 71.

cases at that time.<sup>3</sup> Hence, since then, complainants have been paying Atty. Gonzales-Santiago her monthly retainer's fee of ₱4,000.00 only and sometimes, whenever court appearance is needed, she was also paid her appearance fee of ₱2,500.00.

The problem arose when complainants lost in three labor cases filed against them by their employees resulting in monetary liabilities amounting to over a million peso.<sup>4</sup> According to the complainants, this was all due to Atty. Gonzales-Santiago's gross incompetence and negligence in representing them.<sup>5</sup> These cases are as follows:

1. Marlon Espinase vs. RBMI	- NLRC NCR Case No. 05-06405-10	- Php371,870.00
2. Jerry Sungcang vs. MSAI	- NLRC NCR Case No. 09-12571-09	- Php280,663.00
3. Robert Bella vs. MSAI	- NLRC RAB IV No. 02-2823709	- Php442,018.00
	<b>TOTAL</b>	<b>- Php1,094,551.00</b>

In the case of Marlon Espinase (Espinase), the complainants alleged that Atty. Gonzales-Santiago did not specifically deny the averments in the latter's Position Paper. Hence, as all the averments therein were deemed admitted, the Labor Arbiter ruled in favor of Espinase finding merit in his assertion that he was demoted from being regular to a reliever guard and thus, ruling that RBMI was guilty of illegal dismissal.<sup>6</sup>

In Jerry Sungcang's (Sungcang) case, on the other hand, complainants averred that Atty. Gonzales-Santiago opted not to pursue their stance before the labor arbiter and made a complete shift of theory on appeal.<sup>7</sup> Hence, the National Labor Relations Commission (NLRC) decided against herein complainants and affirmed the ruling of the labor arbiter that MSAI illegally dismissed Sungcang from employment.<sup>8</sup>

As regards the case of Robert Bella (Bella), Atty. Gonzales-Santiago allegedly did not pursue an appeal to the Court of Appeals (CA), neither did she advise the complainants that they could still elevate the case to the CA. Hence, the complainants lost their right to file an appeal and the NLRC Decision consequently became final and executory. Fortunately, during the pre-execution conference,

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<sup>3</sup> Id.

<sup>4</sup> Id. at 3.

<sup>5</sup> Id. at 116-117, 4-5.

<sup>6</sup> Id. at 4.

<sup>7</sup> Id.

<sup>8</sup> Id.

complainants' new counsel was able to negotiate to lower the monetary award of Bella to ₱310,000.00, instead of ₱442,018.00 which the NLRC awarded, from the original amount of ₱44,000.00 awarded at the arbiter level.<sup>9</sup>

In March 2011, complainant terminated the services of Atty. Gonzales-Santiago. Thereafter, on October 25, 2011, complainants filed a complaint for disbarment alleging that herein Atty. Gonzales-Santiago is guilty of gross incompetence and negligence in violation of her responsibility as a lawyer under Canon 18 of the CPR.

For her part, Atty. Gonzales-Santiago argued in her Answer<sup>10</sup> that with respect to the case of Espinase, she was aware that the reason for terminating the latter from employment was not sufficient and he was not even given an opportunity to explain the alleged infraction. In fact, she asserts that the reason for the dismissal was the fact that "*hindi sya naliligo*"<sup>11</sup> and she felt that "it was her duty not necessarily to win the case for complainant RBMS but to represent them and afford them the opportunity to present the case despite the fact that complainant RBMS have not been paying [her] any acceptance fees and any single cent for the preparation of pleadings."<sup>12</sup> She also averred that she "opted not to directly deny the allegations in the complaint and instead referred to the documents available as basis for the defense."<sup>13</sup>

Regarding the case of Sungcang, Atty, Gonzales-Santiago argued that she participated in the conduct of investigation and it was decided to terminate the services of the latter on the ground of loss of trust and confidence.<sup>14</sup> However, according to Atty. Gonzales-Santiago, Andeza did not follow her advice and instead of serving Sungcang the Resolution and Notice of Termination, she opted to talk to the latter in the hope of being able to extract admission from him.<sup>15</sup> Thus, after the incident, it was Sungcang who filed a complaint for illegal dismissal against herein complainants.<sup>16</sup>

Anent the case of Bella, on the other hand, Atty. Gonzales-Santiago alleged that it was Andeza who told her "*Yae na pabalikin na*

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<sup>9</sup> Id. at 4-5.

<sup>10</sup> Id. at 70-79.

<sup>11</sup> Id. at 73.

<sup>12</sup> Id.

<sup>13</sup> Id.

<sup>14</sup> Id. at 75.

<sup>15</sup> Id.

<sup>16</sup> Id.

*lamang*”<sup>17</sup> after they have filed a motion for reconsideration. With that statement of Andeza in mind, Atty. Gonzales-Santiago no longer took any further action on the case.<sup>18</sup>

### **IBP’s Report and Recommendation**

On October 5, 2016, Commissioner Mario V. Andres of the Integrated Bar of the Philippines Commission on Bar Discipline submitted a Report and Recommendation<sup>19</sup> recommending that Atty. Gonzales-Santiago should be reprimanded with warning. According to the Commissioner, except for the case of Bella where Atty. Gonzales-Santiago was able to clearly narrate the reason for her non-filing of an appeal to the CA, the two other cases, on the other hand, shows that Atty. Gonzales-Santiago’s actions amount to inexcusable neglect which violates Canon 18 of the Code. The Commissioner recommended as follows:

This office recognizes Atty. Gonzales-Santiago’s good intentions in accommodating Complainants’ requests, sometimes without charging legal fees. However, it cannot be denied that she fell short of her sworn duty as a lawyer when she neglected to serve her clients with the competence and diligence required by the Code.

Considering that Atty. Gonzales-Santiago committed a breach of the Code of Professional Responsibility, it is recommended that Atty. Gonzales-Santiago be REPRIMANDED with a stern warning that any repetition of the same shall be dealt with more severely.<sup>20</sup>

On September 28, 2017, the Board of Governors of the Integrated Bar of the Philippines (IBP) passed a Resolution<sup>21</sup> adopting the findings of the Investigating Commissioner, to wit:

CBD CASE No. 11-3228  
Mica Security Agency, Inc. and  
Royal Building Maintenance, Inc.  
represented by Corazon Andeza vs.  
Atty. Luisa R. Gonzales-Santiago

*RESOLVED to ADOPT the findings of fact and recommendation of the Investigating Commissioner, with modification, to impose upon*

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<sup>17</sup> Id. at 74.

<sup>18</sup> Id.

<sup>19</sup> Id. at 116-121.

<sup>20</sup> Id. at 121.

<sup>21</sup> Id. at 114.

*the Respondent the penalty of REPRIMAND for her error in judgment with stern Warning that repetition of the same act shall be dealt with more severely.<sup>22</sup>*

### **The Court's Ruling**

The Court sustains the findings and recommendations of the IBP that Atty. Gonzales-Santiago should be held administratively liable.

As the relationship between a lawyer and his client is one imbued with utmost trust and confidence, clients are always led to believe that lawyers would always be mindful of their cause and hence, would exercise the required degree of diligence in handling their affairs. On the other hand, lawyers are expected to maintain, at all times, a high standard of legal proficiency, and to devote his full attention, skill, and competence to the case, regardless of its importance and whether or not he accepts it for a fee,<sup>23</sup> as required in Rules 18.02 and 18.03 of Canon 18 of the CPR, which respectively provide as follows:

CANON 18 - A LAWYER SHALL SERVE HIS CLIENT WITH COMPETENCE AND DILIGENCE.

Rule 18.02 – A lawyer shall not handle any legal matter without adequate preparation.

Rule 18.03 – A lawyer shall not neglect a legal matter entrusted to him, and his negligence in connection therewith shall render him liable.

Indeed, once a lawyer agrees to take up the cause of a client, he is required to give his truthful and best opinion of the case, and must always be mindful of the trust reposed in him. However, in this case, Atty. Gonzales-Santiago was clearly remiss of her duties in handling the case of Espinase when she failed to specifically deny the material averments in the latter's Position Paper. Same with the case of Sungcang where Atty. Gonzales-Santiago also failed to explain her sudden shift of theory when already on appeal which thus proved to be detrimental to her client's case. Clearly, such failure on the part of Atty. Gonzales-Santiago constitutes a violation of her duty to exercise reasonable and ordinary care and diligence in the pursuit or defense of the case.<sup>24</sup>

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<sup>22</sup> Id.

<sup>23</sup> *Dagala v. Quesada, Jr.*, 722 Phil. 447, 456 (2013).

<sup>24</sup> *Pariñas v. Atty. Paguinto*, 478 Phil. 239, 242 (2004).

Moreover, considering the serious consequences of disbarment or suspension of a member of the Bar, the Court has declared that a clear preponderant evidence is necessary to justify the imposition of the administrative penalty.<sup>25</sup> And always, the burden of proof rests upon the shoulders of the complainant.<sup>26</sup>

**WHEREFORE**, Atty. Luisa R. Gonzales-Santiago is found **GUILTY** of violating the Code of Professional Responsibility and she is hereby **REPRIMANDED** for her error in judgment with a **STERN WARNING** that a repetition of the same act or a similar offense shall be dealt with more severely.

**SO ORDERED.”**

**By authority of the Court:**

  
**LIBRADA C. BUENA**  
Division Clerk of Court *m.c./w*

by:

**MARIA TERESA B. SIBULO**  
Deputy Division Clerk of Court  
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<sup>25</sup> *Bellosillo v. Board of Governors of the IBP*, 520 Phil. 676, 689 (2006).

<sup>26</sup> *Joven, et al. v. Attys. Cruz, et al.*, 715 Phil. 531, 538 (2013).

*JA*

*[Handwritten signature]*