



Republic of the Philippines
Supreme Court
Manila

EN BANC

SUPREME COURT OF THE PHILIPPINES
PUBLIC INFORMATION OFFICE

RECEIVED
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BY: _____
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MELISSA M. MASAYON and
CLIFFORD M. COMPAS,
Complainants,

A.C. No. 13471

- versus -

ATTY. RONALDO E. RENTA,
Respondent.

Present:
GESMUNDO, C.J.,
LEONEN, S.A.J.,
CAGUIOA,
HERNANDO,
LAZARO-JAVIER,
INTING,
ZALAMEDA,
LOPEZ, M.
GAERLAN,
ROSARIO,
LOPEZ, J.
DIMAAMPAO,
MARQUEZ,
KHO, JR., and
SINGH, JJ.

Promulgated:

January 17, 2023

x-----
Antonio L. Guebara
-----x

DECISION

KHO, JR., J.:

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This administrative case arose from a Complaint-Affidavit¹ for disbarment filed by complainants Melissa M. Masayon (Melissa) and Clifford M. Compas (Clifford; collectively, complainants) against respondent Atty. Ronaldo E. Renta² (respondent) for violation of the Code of Professional Responsibility (CPR) arising from respondent's alleged interference into and creating a dispute regarding the properties of the late Don Alberto C. Compas (Don Alberto).

The Facts

Upon his death, Don Alberto left several parcels of land to his heirs, who belong to two (2) families,³ particularly:

| FIRST FAMILY | | SECOND FAMILY | |
|-----------------------|-----------------------------|---|---|
| NAME | RELATIONSHIP TO DON ALBERTO | NAME | RELATIONSHIP TO DON ALBERTO |
| Consolacion M. Compas | Spouse | Susan C. Oue | Daughter |
| Clifford | Son | Ferdinand M. Compas | Son |
| Joan M. Compas | Daughter | Ma. Teresa C. Dela Cruz | Daughter |
| | | Alberto M. Compas, Jr. | Son |
| | | Christopher D. Compas | Son |
| | | Heirs of Richard D. Compas (represented by Rianesh D. Compas) | Richard - Son; Rianesh - Granddaughter |

Clifford alleged that at the beginning, all of Don Alberto's heirs were in agreement that the parcels of land in his estate should be sold and the proceeds thereof should be divided among each of them.⁴ In this regard, on December 13, 2013, they executed an Extra-Judicial Deed of Partition with Special Power of Attorney⁵ authorizing Clifford "solely to negotiate the sale of the x x x [properties], x x x sign all deeds and other documents necessary to complete the sale of the same[,] and receive the proceeds [therefrom] x x x

¹ *Rollo*, pp. 2-8.

² Lawlist Entry: RENTA, Ronaldo E.; Dasmarinas, Cavite; May 3, 2002; Roll No. 46952.

³ *Rollo*, p. 97.

⁴ *Id.* at 99.

⁵ *Id.* at 125-129.

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under his name, and do other tasks which may be necessary to facilitate and expedite the completion of the sale.”⁶ Among the properties sold by virtue of the authority given to Clifford were the three (3) parcels of land referred to in the records as the Kamalig Property.⁷ The Kamalig Property was sold to Melissa, through a Deed of Conditional Sale⁸ dated January 7, 2015.

As regards the remaining parcels of land, Clifford learned from Ms. Siony⁹ Sia (Ms. Sia) that the heirs could sell these properties for a higher price through the Conditional Mortgage Program (CMP) of the Social Housing Finance Corporation (SHFC). Ms. Sia is the President of Mineland Housing Corporation, a registered mobilizer with the SHFC.¹⁰ Clifford then presented the idea to the heirs, who all acceded. Apart from the earlier authority, they also executed another Special Power of Attorney¹¹ dated August 4, 2014, a second Extra-Judicial Deed of Partition with Special Power of Attorney¹² dated June 5, 2015, as well as a handwritten notarized document signed by the heirs on April 23, 2015,¹³ to carry out the proposed transactions. Subsequently, several parcels of land were successfully enrolled into the CMP and letters of guaranty were issued in favor of the heirs. According to Clifford, fifty percent (50%) of the proceeds from the CMP were already released to the heirs and divided according to their agreement.¹⁴

However, when Clifford sought the release of the remaining proceeds, he was informed by SHFC President Atty. Arnulfo Cabling (Atty. Cabling) that they received a letter from respondent prohibiting them from releasing the remainder of the proceeds. Respondent allegedly informed the SHFC that he is representing the legitimate heirs of Don Alberto, namely, the members of the second family, and that the latter are withdrawing the authority they granted to Clifford. According to Clifford, the members of the second family also refused to talk to him and told him to direct all communication to respondent. Ms. Sia then informed Clifford that respondent’s clients went to her office to inquire about their share in the proceeds. Upon hearing this, Clifford asked Ms. Sia for her assistance in resolving the issue between the heirs, and she agreed.¹⁵

Ms. Sia, in her Judicial Affidavit,¹⁶ alleged that sometime in February 2018, respondent went to her office ostensibly to inquire about SHFC’s processes. Subsequently, he allegedly told her that he can convince his clients

⁶ Id. at 127.

⁷ Id. at 95–96.

⁸ Id. at 121–124.

⁹ “Sioney” in some parts of the *rollo*.

¹⁰ *Rollo*, p. 100.

¹¹ Id. at 132–134.

¹² Id. at 135–142.

¹³ Id. at 143–145.

¹⁴ Id. at 100–103.

¹⁵ Id. at 104–105.

¹⁶ Id. at 198–207.

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to “anything,”¹⁷ provided that he received some “reward.”¹⁸ Taken aback, Ms. Sia purportedly reminded respondent that they ought to be helping the heirs resolve their dispute. Angered by her response, respondent left her office. A month later, respondent contacted her again to request all relevant documents regarding the CMP and asked that they have another conference.¹⁹

On April 13, 2018, they met again in person, where respondent once again insisted that he can convince his clients to “agree on anything.”²⁰ This time, as Ms. Sia was about to leave, respondent purportedly told her, “[g]ive me ₱1,000,000.00. That is enough and we can close this issue, I can have them sign any document anytime.”²¹ Ms. Sia left without agreeing. A few days later, respondent called her, telling her that if she can send him ₱200,000.00, he can start drafting the necessary paperwork to resolve the dispute and get his clients to sign it. When she told respondent that she will relay this to Clifford and would seek his approval first before acting on the proposal, respondent again reacted angrily and hung up.²²

Still, a few days later, respondent called Ms. Sia again, this time saying that he is amenable to the proposal. He told her that he will draft a document stating that the heirs have resolved their dispute, have his clients sign it, and then deliver it to Clifford. Upon delivery, he stipulated that he should receive the amount of ₱1,000,000.00. Ms. Sia did not agree, insisting that the heirs should resolve the dispute based on their extrajudicial partition. As per available information in the records, the dispute remains unresolved; as a result of which, the remaining proceeds from the CMP have not yet been released.²³

On the other hand, Melissa claimed that respondent, with three other men, entered the Kamalig Property without her permission. There, respondent and his companions encountered the caretakers Melito Abarca (Abarca) and Mark Renomeron.²⁴ When told to leave the premises, respondent ignored the caretakers and surveyed the property. As he was leaving, he allegedly told the caretakers, “*baka nagluluto kayo dito ng shabu, ha?*” and threatened to eject them from the premises.²⁵ The caretakers immediately reported the incident to Melissa and to the Tacloban City Police Station 2 (Police Station). A Certification²⁶ from the Police Station, as well as Abarca’s Judicial Affidavit,²⁷ forms part of the records of this case.

¹⁷ Id. at 203.

¹⁸ Id.

¹⁹ Id. at 204.

²⁰ Id. at 205.

²¹ Id.

²² Id.

²³ Id. at 206.

²⁴ “Mark Anthony Renomeron” in the Certification; id. at 23.

²⁵ Id. at 107–108.

²⁶ Id. at 23.

²⁷ Id. at 208–214.

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In his defense, respondent averred that the members of the second family approached him for legal advice. During their conference, they told him that when they were presented with the extrajudicial partition with special power of attorney, they asked Clifford to revise the document. According to them, the document states that Consolacion M. Compas (Consolacion) is Don Alberto's legal wife, which was not the case as they were not legally married. Further, the document states that Clifford and Joan M. Compas are Don Alberto's legitimate children, which was also not the case. Clifford allegedly promised to revise the document. They then told respondent that Clifford, apart from not revising the document, also had it notarized without their knowledge and used the same to secure the CMP over the properties. They were also surprised upon discovering that the shares they received were reduced as 50% of the CMP proceeds allegedly went to Consolacion as Don Alberto's "legal wife," as stated in the extrajudicial partition.²⁸

After his services were retained, respondent wasted no time in revoking the special power of attorney given to Clifford. He also wrote to Atty. Cabling of the SHFC to inform him of his retention as counsel and of Susan C. Oue's appointment as the new legal representative of the heirs. He also filed several complaints against Clifford and the members of the first family, one of which is a criminal complaint for falsification of public document before the office of the prosecutor. He claimed that the present complaint is in retaliation of the complaints he filed. He also denied the statements attributed to him during his visit to the Kamalig Property. Finally, he alleged that it was he who encouraged the heirs to settle the dispute with Clifford's counsel, and Ms. Sia was the one who refused to heed his request.²⁹ He attached a Joint-Sworn Affidavit³⁰ from his clients to prove that he was retained as their counsel.

The IBP Report and Recommendation

After due proceedings, the Integrated Bar of the Philippines-Commission on Bar Discipline (IBP-CBD) issued its Report and Recommendation³¹ dated January 14, 2020, finding respondent administratively liable and recommending his suspension from the legal profession for a period of one (1) year with a stern warning that repetition of the same or similar acts will be punished more severely.³²

In so recommending, the IBP-CBD found that respondent meddled with the affairs of Don Alberto's heirs and encouraged his clients to litigate instead of to settle their dispute, and that respondent was unable to prove that he was

²⁸ Id. at 37-40.

²⁹ Id. at 40-42 and 281.

³⁰ Id. at 296-298. See also id. at 278-285.

³¹ Id. at 335-344. Issued by Commissioner Mae Elaine T. Bathan.

³² Id. at 344.

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authorized or retained as counsel by the members of the second family.³³ The IBP-CBD also found respondent's act of seeking personal rewards or bribes from Ms. Sia in exchange for the settlement of the dispute to be highly improper and outside the bounds of the law.³⁴ Finally, it held that the threats that respondent made and the words he said to Melissa's caretakers constituted conduct unbecoming of an officer of the court.³⁵ Consequently, respondent was found to have violated Rules 1.01, 1.03, and 1.04 of Canon 1 and Rule 8.01 of Canon 8 of the CPR.³⁶

In a Notice of Resolution in Resolution No. CBD-2021-05-08³⁷ dated May 8, 2021, the IBP Board of Governors resolved to approve and adopt the Report and Recommendation, with modification, increasing the recommended period of suspension from the practice of law to three (3) years.

Aggrieved, respondent filed a Motion for Reconsideration.³⁸ He claimed that the investigating commissioner failed to appreciate the joint affidavit executed by his clients, which proved, according to him, that he was indeed retained as counsel and that they authorized him to represent them in their dealings as regards the dispute. He also averred that the allegations of bribery or solicitation of personal reward are completely untrue. He claimed that he was not furnished a copy of Ms. Sia's statement and was deprived of his right to due process. Finally, even assuming that he uttered the statements attributed to him, it still should not merit the heavy penalty of suspension for three (3) years.³⁹

In a Notice of Resolution in Resolution No. CBD-XXV-2021-12-18⁴⁰ dated December 2, 2021, the IBP denied respondent's motion for reconsideration.

The Issue Before the Court

The issue for the Court's resolution is whether or not respondent should be held administratively liable for the acts complained of.

The Court's Ruling

After a careful study and review of the records, the Court modifies the findings of the IBP, but nevertheless, arrives at the same conclusion, *i.e.*, that

³³ Id. at 340.

³⁴ Id. at 341.

³⁵ Id. at 342.

³⁶ Id. at 344.

³⁷ Id. at 333-334.

³⁸ Id. at 393-400.

³⁹ Id. at 394-397.

⁴⁰ Id. at 478-479.

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respondent should be found administratively liable. The Court also modifies the penalty and finds that respondent should be suspended from the practice of law for a period of five (5) years, as will be explained hereunder.

To recapitulate, the IBP-CBD found that respondent committed the following acts that merit disciplinary action: (1) meddling with the affairs of Don Alberto's family by encouraging the second family to litigate with the first family; (2) misrepresenting himself as the second family's attorney-in-fact; (3) asking for or requiring a personal reward of ₱1,000,000.00 in exchange for the settlement of the dispute between the family members; and (4) using offensive and threatening language towards Melissa's caretakers.

In addition, the IBP-CBD appeared to attribute another act to respondent, as stated in its Report: "[t]he records show that the respondent offered monetary rewards to anyone who could provide him any information against the complainant[s] just so he would have a leverage in his actions against the latter."⁴¹ However, a closer reading of the Report and Recommendation shows that this is not among the allegations in the complaint or position paper for the complainants. Instead, the sentence forms part of the Court's decision in *Ong v. Unto*,⁴² which is referenced in a footnote in the said Report.⁴³ Since the sentence was not in quotation marks or in a block quote format, respondent labored under the impression that the sentence referred to him. Accordingly, he sought to deny this allegation in his motion for reconsideration.⁴⁴ Thus, the Court sees the need to clarify that the said statement is not part of the charges against him; therefore, it shall not be discussed herein.

I.

Contrary to the findings of the IBP, the Court finds that respondent did not "meddle" in the affairs of Don Alberto's family. Neither did he misrepresent his role as counsel or attorney-in-fact for the members of the second family.

In his Position Paper,⁴⁵ respondent attached a Joint-Sworn Affidavit⁴⁶ executed by his clients, containing primarily the following assertions: (a) sometime in January 2018, the latter met with respondent and sought his advice regarding what they considered to be problems with Clifford and their shares in the proceeds of the CMP; (b) they decided to retain respondent as their counsel in the dispute with the first family; (c) they authorized and

⁴¹ Id. at 341.

⁴² 426 Phil. 531 (2002) [Per CJ. Puno, First Division].

⁴³ Referring to footnote 16 in the said Report and Recommendation (see *rollo*, p. 341).

⁴⁴ Id. at 395-396.

⁴⁵ Id. at 278-285.

⁴⁶ Id. at 296-298.

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caused respondent's acts as counsel, particularly the revocation of Clifford's Special Power of Attorney and the filing of the complaints against him and the other members of the first family; and (d) to date, respondent is still their counsel. It is well to remember that the quantum of evidence in disbarment proceedings is substantial evidence, or such amount of relevant evidence that a reasonable mind may accept as adequate to justify a conclusion.⁴⁷ Thus, the Court finds that respondent, by this joint affidavit, sufficiently proved that he is the counsel for the second family and that they authorized his acts. When he approached Ms. Sia for the purpose of requesting relevant documents and negotiating the dispute, the Court finds that he did not misrepresent his role. He was acting as counsel for the second family.

II.

Nonetheless, the Court finds respondent's act of soliciting a personal reward in exchange for his clients' acquiescence to the settlement of their dispute to be highly irregular, dishonest, and deceitful. The Court notes that this allegation is proven by substantial evidence. Complainants presented the Judicial Affidavit⁴⁸ of Ms. Sia, who was the very person to whom respondent made numerous attempts at solicitation. Ms. Sia clearly and convincingly narrated how respondent, to facilitate the settlement of the dispute, asked for ₱1,000,000.00 as a reward. In colorful terms, respondent likened the reward to the needed "ink" for his "pen" to write the document.⁴⁹ Undeterred by Ms. Sia's rejection of his proposal, he reduced the asking price to ₱200,000.00, then increased it back to ₱1,000,000.00 when Ms. Sia dared him to get his clients' signatures and present the signed document.

Respondent's defense against this is remarkably feeble. In his Motion for Reconsideration, he claimed that Ms. Sia's allegation of inducement is not supported by a sworn affidavit or, assuming there was a sworn statement, he was not furnished a copy of the same in violation of his due process rights.⁵⁰ This, notwithstanding the fact that he was furnished⁵¹ a copy of complainants' Position Paper,⁵² which contains Ms. Sia's Judicial Affidavit as its Annex "U."⁵³ In a later Submission,⁵⁴ complainants once again filed copies of the

⁴⁷ *Reyes v. Nieva*, 794 Phil. 360, 378 (2016) [Per J. Perlas-Bernabe, *En Banc*], citing *Foster v. Agtang*, 749 Phil. 576, 597 (2014) [Per *Curiam*, *En Banc*].

⁴⁸ *Rollo*, pp. 198-207.

⁴⁹ *Id.* at 205.

Pertinent portions in the Judicial Affidavit of Ms. Sia read:

[Question] 40: Thereafter, what happened next, if any?

[Answer] 40: When I was about to stand up, [respondent] raised his voice and said[,] "[w]hy can't you understand what I want? I can convince all of them to agree on anything. Only my ballpen do [*sic*] not write without ink, it's like a car do [*sic*] not run without gas."

⁵⁰ *Id.* at 395-396.

⁵¹ *Id.* at 119-120. Affidavit of Service executed by Winifredo P. Ladores, employee of complainants' counsel, stated that service was made on respondent through registered mail.

⁵² *Id.* at 94-117.

⁵³ *Id.* at 198.

⁵⁴ *Id.* at 216-277.

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attachments to their position paper, including Ms. Sia's Judicial Affidavit, again *with service to respondent*.⁵⁵ To the allegation itself, respondent merely offered a general objection that it is "misleading and bereft of any factual incident."⁵⁶ The Court is unconvinced by his tepid response.

Thus, it is clear that respondent placed his personal reward as a condition for the settlement of the dispute between Don Alberto's heirs. Implicit in this condition and his statement that he can make his clients "agree on anything," is the remarkably low view he has of his clients and what he perceives as their credulity. Similarly, they convince the Court that respondent viewed the dispute as a profit-making opportunity. This cannot be countenanced.

Rules 1.01 and 1.04, Canon 1 of the CPR sanction lawyers who engage in unlawful, dishonest, immoral, or deceitful conduct, and command lawyers to encourage their clients to avoid, end, or settle a controversy if it will admit of a fair settlement. Further, Rule 7.03, Canon 7 of the CPR prohibits lawyers from engaging in any scandalous conduct that discredits the legal profession or adversely reflects on their fitness to practice law. Finally, Canon 17 states that lawyers owe fidelity to their clients' cause, and they must be mindful of the trust and confidence reposed in them, to wit:

CANON 1 — A LAWYER SHALL UPHOLD THE CONSTITUTION, OBEY THE LAWS OF THE LAND AND PROMOTE RESPECT FOR LAW OF AND LEGAL PROCESSES.

RULE 1.01. A lawyer shall not engage in unlawful, dishonest, immoral or deceitful conduct.

x x x x

RULE 1.04. A lawyer shall encourage his clients to avoid, end or settle the controversy if it will admit of a fair settlement.

x x x x

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

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

⁵⁵ Id. at 219. Affidavit of Service executed by Winito P. Ladores, employee of complainants' counsel, stated that service was made on respondent through registered mail.

⁵⁶ Id. at 396.

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private life, behave in a scandalous manner to the discredit of the legal profession.

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CANON 17 — A LAWYER OWES FIDELITY TO THE CAUSE OF HIS CLIENT AND HE SHALL BE MINDFUL OF THE TRUST AND CONFIDENCE REPOSED IN HIM.

Guided by the foregoing tenets, the Court finds that by his act of requiring a reward in exchange for his clients' agreement to the settlement, respondent not only engaged in dishonest conduct, but also, ironically, *discouraged* any potential settlement for complainants became wary of respondent and did not continue any communication regarding settling the dispute.⁵⁷ He likewise undermined and discredited the legal profession by making it appear to Ms. Sia and consequently, to Clifford and the first family, that his clients' willingness to settle is predicated on a reward given to him, their lawyer, or that a lawyer could somehow get their clients' signatures so long as they get a reward. Finally, by implicitly characterizing his clients as credulous and amenable to signing anything he tells them to, he also failed to be mindful of the trust they reposed in him.

It must be emphasized that Rule 1.01 does not require that the act complained of be punishable by law. It is enough that the act shows a lack of integrity, honesty, or probity.⁵⁸ In this case, it cannot be overemphasized that respondent's solicitation bordered on the duplicitous and dishonest. Worse, the dishonesty is foisted on his own clients, who, understandably, expect respondent to put their interests and not his foremost in his mind when dealing with complainants.

Relatedly, Rule 1.04 is a clarion call for all lawyers to encourage their clients to settle cases fairly and avoid disputes whenever possible. It may seem quite ironic in this case that respondent's initial approach to Ms. Sia and Clifford was premised on a possible settlement. However, by placing his "reward" as a condition, respondent, in effect, prevented any settlement as complainants became expectedly wary of dealing with him. Rather than retracting his condition and sincerely negotiating an end to the dispute, respondent, when refused by Ms. Sia and Clifford, merely lowered his price.⁵⁹ It is clear to the Court, then, that respondent was not willing to discuss settlement unless and until his reward was given to him. The Court is mindful of the fact that in negotiating disputes between parties, lawyers are authorized to communicate their clients' conditions or demands, which may come in the form of settlement amounts, to the other party. That may be so, but here, it is clear by respondent's language that the "reward" he asked for was not for his

⁵⁷ *Id.* at 206.

⁵⁸ See *Rivera v. Dalangin*, A.C. No. 12724, July 28, 2020 [Per J. Lopez, First Division].

⁵⁹ *Rollo*, p. 205.

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clients but for him personally, for his “pen” to have its “ink” and for him to start drafting the settlement that his clients will sign.

Respondent’s repeated assurance that he can get his clients to sign anything as long as he gets his reward also constitutes scandalous conduct that discredits the legal profession. Indeed, jurisprudence⁶⁰ has held that a lawyer, being a person of law, is necessarily a leader of the community, one who is looked up to as a model citizen. By asking for that reward, respondent undermined the legal profession by making it appear that lawyers may profit from their clients’ disputes, much to the understandable shock of the persons who witnessed his behavior, namely Ms. Sia and Clifford.

Finally, respondent’s act shows a careless disregard for the trust reposed in him by his clients. By completely hinging the settlement of the dispute on his receipt of a reward, he set aside his clients’ interest and put his own financial interest first. The practice of law is not a money-making trade.⁶¹ Indeed, compensation in this profession is regarded merely as an incident⁶² to the rendering of legal service and is never its *raison d’être*. Thus, *outside of compensation*, the Court should view with suspicion any financial gain or attempts to acquire it in relation to such legal services. At the same time, by implying his clients’ gullibility when he assured Ms. Sia that he can get them to sign on anything and thereby seeking his own reward, respondent was less than mindful of the fidelity he owes to his clients’ cause. In fact, he was completely unmindful of his clients’ cause when he sought his reward. The tenor of his statements to Ms. Sia shows that it matters not to him whether it is in his clients’ best interest to settle — what mattered was his reward.

III.

Further, the Court agrees with the IBP that respondent violated Rule 8.01, Canon 8 of the CPR when he entered the Kamalig Property and maliciously implied that its caretakers were manufacturing *shabu* and threatening to eject them from the property. The allegation in this regard was also proven by substantial evidence, specifically by Abarca’s Judicial Affidavit⁶³ and the Certification⁶⁴ from the Police Station that the incident took place. For reference, Rule 8.01, Canon 8 of the CPR reads:

CANON 8 — A LAWYER SHALL CONDUCT HIMSELF WITH COURTESY, FAIRNESS AND CANDOR TOWARDS HIS PROFESSIONAL COLLEAGUES, AND SHALL AVOID HARASSING TACTICS AGAINST OPPOSING COUNSEL.

⁶⁰ *Aca v. Salvado*, 779 Phil. 214, 223 (2016) [*Per Curiam, En Banc*].

⁶¹ *Pineda v. De Jesus*, 531 Phil. 207, 212 (2006) [*Per CJ. Corona, Second Division*].

⁶² *Id.*, citing *Malecdan v. Pekas*, 465 Phil. 703, 713 (2004) [*Per J. Callejo, Sr., En Banc*].

⁶³ *Rollo*, pp. 208–215.

⁶⁴ *Id.* at 23.

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RULE 8.01. A lawyer shall not, in his professional dealings, use language which is abusive, offensive or otherwise improper.

The Rule cautions lawyers against the use of demeaning and immoderate language. In *Spouses Nuezca v. Villagarcia*,⁶⁵ the Court sanctioned the respondent lawyer for using language that maligned the complainants' character and imputed criminal offenses to them. The Court finds respondent's statements when he visited the Kamalig Property to be violative of the Rule.

IV.

In sum, the Court concludes that there is substantial evidence to hold respondent administratively liable for violating Rules 1.01 and 1.04, Canon 1, Rule 7.03, Canon 7, Rule 8.01, Canon 8, and Canon 17 of the CPR. His administrative liability having been established, the Court now goes to the impossible penalty on him.

A review of relevant case law reveals that lawyers who committed similar infractions were suspended from the practice of law in differing periods. In *Go v. Buri*,⁶⁶ the Court suspended the lawyer from the practice of law for two (2) years for neglecting her client's affairs and other acts constituting professional misconduct. In *Collantes v. Mabuti*,⁶⁷ the Court suspended the lawyer for one (1) year for violating Rule 1.01 of Canon 1 and Canon 7 of the CPR. For violating the Notarial Rules⁶⁸ and Canons 1 and 7 of the CPR, the respondent lawyer in *Miranda, Jr. v. Alvarez, Sr.*⁶⁹ was meted the penalty of suspension from the practice of law for two (2) years.

The Court has also meted stiffer penalties for lawyers' failure to safeguard the cause and interests of their clients. In *Mattus v. Villaseca*,⁷⁰ the errant lawyer was suspended from the practice of law for five (5) years, for failing to appear in court and file pleadings in representation of his clients in a criminal case. Suspension from the practice of law for five (5) years was also the penalty meted on the counsel in *Santeco v. Avance*.⁷¹ Here, the Court found the lawyer to have violated Canons 17 and 18. Finally, for violating Canons 1, 13, 17, and 18, and for being previously sanctioned and warned in two occasions, the Court imposed the supreme penalty of disbarment on the lawyer in the recent case of *Asuncion v. Salvado*.⁷²

⁶⁵ 792 Phil. 535, 539 (2016) [Per J. Perlas-Bernabe, First Division].

⁶⁶ 844 Phil. 359 (2018) [Per J. Perlas-Bernabe, *En Banc*].

⁶⁷ See A.C. No. 9917, January 14, 2019

⁶⁸ A.M. No. 02-8-13-SC (August 1, 2004).

⁶⁹ 839 Phil. 416 (2018) [Per J. Perlas-Bernabe, Second Division].

⁷⁰ 718 Phil. 478 (2013) [Per *Curiam*, *En Banc*].

⁷¹ 463 Phil. 359 (2003) [Per J. Ynares-Santiago, *En Banc*].

⁷² A.C. No. 13242, July 5, 2022 [Per *Curiam*, *En Banc*].

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In this case, the Court notes that respondent was previously warned, in two (2) separate occasions, that repetition of similar acts would be dealt with more severely. In *Cristobal v. Renta (Cristobal)*,⁷³ respondent was reprimanded for failing to safeguard his client's interests when he failed to file the petition for recognition of certain minors, as the client required. He admitted to his failure and apologized for his negligence. Two years after *Cristobal*, in *Beth Hein Transport v. Volante*,⁷⁴ the Court once again warned respondent for failing to attach material portions of the record, notably the assailed decision, to a petition for review on *certiorari*. The Court stated in that case that the petitioner's cause, if legitimate, "deserved better legal representation: one that knows the fundamental requirements needed to support a case, and one that recognizes that a case should be attended to with more care, prudence, and diligence."⁷⁵

Given these circumstances — and further taking into consideration Part (C) (9.22) (a) of the IBP's Guidelines for Imposing Lawyer Sanctions, which provides that prior disciplinary offenses constitute an aggravating circumstance — the Court finds that respondent should be suspended from the practice of law for a period of five (5) years.

ACCORDINGLY, respondent Atty. Ronaldo E. Renta is found **GUILTY** of violating Rules 1.01 and 1.04, Canon 1, Rule 7.03, Canon 7, Rule 8.01, Canon 8, and Canon 17 of the Code of Professional Responsibility, and is hereby **SUSPENDED** from the practice of law for a period of five (5) years, effective immediately upon his receipt of the Decision. He is **STERNLY WARNED** that a repetition of the same or similar act will be dealt with more severely.

Respondent is **DIRECTED** to report to this Court the date of his receipt of this Decision to enable it to determine when his suspension from the practice of law shall take effect.

Let copies of this Decision be furnished to: (1) the Office of the Bar Confidant to be appended to respondent's personal record as an attorney; (2) the Integrated Bar of the Philippines for its information and guidance; and (3) the Office of the Court Administrator for circulation to all courts in the country.

⁷³ 743 Phil. 145, 148-149 (2014) [Per J. Villaronga, Jr., Third Division].

⁷⁴ See Notice of Resolution in UDK No. 15539, September 7, 2016 [Second Division].


⁷⁵ *Id.*

ATC

SO ORDERED.

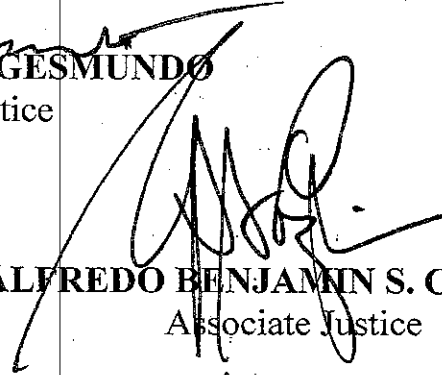

ANTONIO T. KHO, JR.
Associate Justice


WE CONCUR:


ALEXANDER G. GESMUNDO
Chief Justice

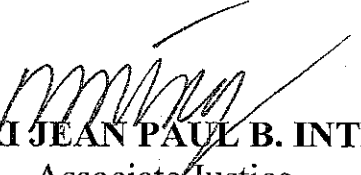
*I vote to dissent. So separate
opinion*

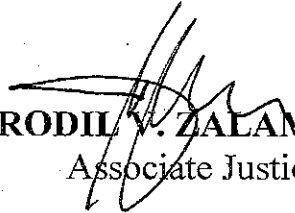

MARVIC M.V.F. LEONEN
Senior Associate Justice

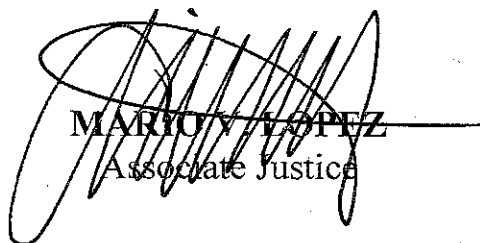

ALFREDO BENJAMIN S. CAGUIOA
Associate Justice



RAMON PAUL L. HERNANDO
Associate Justice


AMY C. LAZARO-JAVIER
Associate Justice


HENRI JEAN PAUL B. INTING
Associate Justice

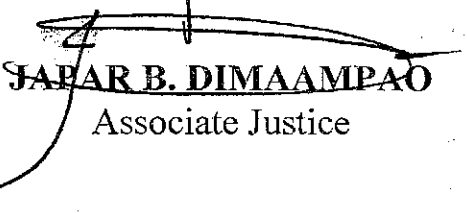

RODIL V. ZALAMEDA
Associate Justice

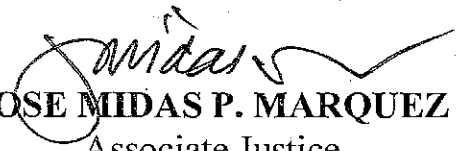

MARIO Y. LOPEZ
Associate Justice


SAMUEL H. GAERLAN
Associate Justice


RICARDO R. ROSARIO
Associate Justice


JHOSEP Y. LOPEZ
Associate Justice


JAPAR B. DIMAAMPAO
Associate Justice


JOSE MIDAS P. MARQUEZ
Associate Justice


MARIA FILOMENA D. SINGH
Associate Justice