



Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

MARIA BROZAS-GARRI,*
Complainant,

A.C. No. 11428

- versus -

Present:

ATTY. LORENZO A. REAGO,
Respondent.

LEONEN, S. A. J., Chairperson,
LAZARO-JAVIER,
LOPEZ, M.
LOPEZ, J., and
KHO, JR., J.J.

Promulgated:

NOV 13 2023

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DECISION

KHO, JR., J.:

For the Court's resolution is a verified administrative Complaint¹ dated April 12, 2016 filed by complainant Maria Brozas-Garri (Brozas-Garri) before the Office of the Bar Confidant (OBC), charging respondent Atty. Lorenzo A. Reago (Atty. Reago) with breach of duty and violation of his Lawyer's Oath.

* Maria Brozas-Garri in some parts of the records.

¹ Rollo, pp. 2-3.

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The Facts

In her verified Complaint, Brozas-Garri charged Atty. Reago with breach of duty and violation of his Lawyer's Oath committed by failing to return Brozas-Garri's owner's duplicate copy of Transfer Certificate of Title (TCT) No. 8458, which he borrowed, despite several demands; preparing a Special Power of Attorney (SPA)² authorizing his wife, Fe Magbanua-Reago, to enter into a contract of lease involving Brozas-Garri's house and lot, and notarizing the same despite bearing the forged signature of Brozas-Garri who was not in the country at that time; and failing to file an appellees' brief, and to render a status report in the case of *Justinio Brozas, et al.*, where he acted as the primary counsel of Brozas-Garri and her fellow plaintiffs-appellees.³

In his defense, Atty. Reago averred that he had already returned TCT No. 8458 to Brozas-Garri through her sister, Agripina B. Pajanustan, on September 9, 2016, as evidenced by the latter's receipt.⁴ He maintained that the SPA was prepared upon Brozas-Garri's instruction, and she has full knowledge of the lease contract as she, in fact, gave consent for the repairs and maintenance, and received the rental payments for that.⁵ On the other hand, the charge of non-rendering of a status report was a mere ploy to ease him out as counsel from the case, pointing out that Brozas-Garri could have easily made follow-ups with him instead of employing another counsel.⁶ Finally, he claimed to have rendered various services to Brozas-Garri using his own resources without being paid.⁷

In a Resolution⁸ dated January 25, 2017, the OBC referred the case to the Integrated Bar of the Philippines (IBP) for investigation, report, and recommendation.

The IBP Report and Recommendation

In a Report and Recommendation⁹ dated February 28, 2019, the IBP Investigating Commissioner (IC) recommended that Atty. Reago be found administratively liable for violations of Canon 1 of the Code of Professional Responsibility (CPR) and the 2004 Rules on Notarial Practice (Notarial Rules), and accordingly, that he be suspended from the practice of law for one year, and warned that a repetition of the same or similar acts will be dealt with more severely.

² *Id.* at 14.

³ *Id.*

⁴ *Id.* at 32-33 & 43.

⁵ *Id.* at 33-38.

⁶ *Id.* at 38.

⁷ *Id.* at 39.

⁸ *Id.* at 73.

⁹ *Id.* at 162-168. Penned by IBP Commissioner Pepito P. Mortel.

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At the outset, the IC found no reason to delve into Brozas-Garri's first and third causes of actions which had been rendered moot and academic considering her failure to refute that the copy of TCT No. 8458 had already been returned to her through her sister, and to establish that she demanded a status report of the case from Atty. Reago. However, while the IC believed that Atty. Reago was indeed authorized to manage Brozas-Garri's property for purposes of leasing, he highlighted that as a lawyer and a practicing notary public, Atty. Reago is expected to know that he cannot notarize a document without the presence of the parties involved, noting that Atty. Reago failed to refute that Brozas-Garri was in the United States of America (USA) at the time of the signing and notarization of the SPA. Atty Reago effectively acknowledged that he notarized the same even if Brozas-Garri did not affix her signature thereon and did not appear before him on the date of the notarization.¹⁰

Thus, the IC found that Atty. Reago notarized documents through false representations, with full knowledge that Brozas-Garri's signature was a forgery and without the signatory's personal presence before him. The IC further ruled that Atty. Reago was estopped from claiming that the SPA was unnecessary and superfluous given the less-than-one-year period of the lease contract to which it relates, considering that the SPA was, nonetheless, used and was essential in the execution of the lease contract as it was one of the requirements of the lessee prior to entering into the agreement. Furthermore, the IC also noted that Atty. Reago failed to submit or report the SPA to the Office of the Clerk of Court of Borongan City where he is commissioned. Finally, the IC declared that Brozas-Garri's receipt of benefits under the lease contract is of no moment since the Complaint relates to Atty. Reago's act of forging Brozas-Garri's signature and improper notarization, and not against the validity of the lease contract.¹¹

In an Extended Resolution¹² dated June 29, 2021, the IBP Board of Governors (IBP Board) approved and adopted the IC's Report and Recommendation with modifications. The IBP Board recommended that Atty. Reago be found administratively liable for violations of Canon 1, Rule 1.01 of the CPR and the Notarial Rules, and, as such, he be meted with the penalties of suspension from the practice of law for two years, disqualification as a notary public for two years, and the immediate revocation of his notarial commission, if still subsisting. In increasing the recommended penalties to be imposed on Atty. Reago, the IBP Board pointed out that Atty. Reago's violation of the Notarial Rules was aggravated by the fact that he allowed himself to be an agent of untruthfulness, admittedly preparing a notarized document bearing Brozas-Garri's supposed signature when she was in the USA at that time.¹³

¹⁰ *Id.* at 164-165.

¹¹ *Id.* at 166-168.

¹² *Id.* at 169-174.

¹³ *Id.* at 171-173.

Atty. Reago filed a Motion for Reconsideration,¹⁴ but the same was denied in a Resolution¹⁵ dated February 23, 2022. Thereafter, the IBP transmitted the entire records of the case to the Court.¹⁶

The Issue Before the Court

The issue for the Court's resolution is whether Atty. Reago should be held administratively liable for the acts complained of.

The Court's Ruling

The Court affirms and adopts the findings and recommendations of the IBP Board.

Notarization is not an empty and meaningless act, or one done by rote. Rather, it is invested with substantive public interest because it converts a private document into a public document and makes that document admissible in evidence without further proof of its authenticity, entitled to full faith and credit upon its face. Courts, administrative agencies, and the public at large must be able to rely upon the acknowledgment executed by a notary public and appended to a private instrument. Thus, notaries public are enjoined to observe with utmost care the basic requirements in the performance of their duties; otherwise, the confidence of the public in the integrity of this form of conveyance would be undermined.¹⁷

Relatedly, Section 2(b), Rule IV of the 2004 Rules on Notarial Practice requires a duly-commissioned notary public to perform a notarial act only if the person involved as signatory to the instrument or document is: (a) in the notary's presence personally at the time of the notarization; and (b) personally known to the notary public or otherwise identified by the notary public through competent evidence of identity as defined by the Notarial Rules.¹⁸ In fact, it is the notary public's duty to demand that the document presented to them for notarization be signed in his or her presence.¹⁹ It is therefore sacrosanct that a notary public should not notarize a document unless the persons who signed the same are the very same persons who executed and personally appeared before him or her to attest to the contents and truth of what are stated therein.²⁰

¹⁴ *Id.* at 175–182.

¹⁵ *Id.* at 197–198. Signed by National Secretary Doroteo Lorenzo B. Aguila.

¹⁶ See Transmittal Letter dated March 6, 2022; *id.* at 195.

¹⁷ See *Ong v. Bijis*, A.C. No. 13054, November 23, 2021 [Per J. Caguioa, First Division].

¹⁸ *Id.* See also *Triol v. Agcaoili, Jr.*, 834 Phil. 154, 159 (2018) [Per J. Perlas-Bernabe, *En Banc*].

¹⁹ *Gonzales v. Bañares*, 833 Phil. 578, 585 (2018) [Per J. Peralta, Second Division].

²⁰ *Id.* at 584. See also *Triol v. Agcaoili, Jr.*, 834 Phil. 154, 155 (2018) [Per J. Perlas-Bernabe, *En Banc*].

Parenthetically, in the realm of legal ethics, a breach of the aforesaid provision of the Notarial Rules would also constitute a violation of the CPR considering that an erring lawyer who is found to be remiss in his functions as a notary public is considered to have violated his oath as a lawyer as well.²¹ Thus, notaries public who violate the Notarial Rules are also considered to have violated Canon II, Sections 1 and 11 of the Code of Professional Responsibility and Accountability (CPRA),²² which respectively state:

**CANON II
PROPRIETY**

A lawyer shall, at all times, act with propriety and maintain the appearance of propriety in personal and professional dealings, observe honesty, respect and courtesy, and uphold the dignity of the legal profession consistent with the highest standards of ethical behavior.

SECTION 1. *Proper Conduct.* — A lawyer shall not engage in unlawful, dishonest, immoral, or deceitful conduct.²³

....

SECTION 11. *False Representations or Statements; Duty to Correct.* — A lawyer shall not make false representations or statements. A lawyer shall be liable for any material damage caused by such false representations or statements. (Emphasis in the original; underscoring supplied)

In this case, Atty. Reago's act of notarizing the SPA even if the signatory did not personally appear before him to affix her signature and acknowledge the same clearly falls short of the yardstick of accuracy and fidelity required of notaries public. Notably, Atty. Reago never even refuted Brozas-Garri's allegation but, instead, countered that he and his wife merely exercised acts of administration over Brozas-Garri's property, and as such, said SPA was unnecessary and superfluous in the execution of the lease contract over the said property, and Brozas-Garri was deemed to have ratified the lease considering her acceptance of the benefits from it.²⁴

As aptly pointed out by the IC, Atty. Reago was estopped from invoking the superfluity of the SPA since the same was nonetheless used and was essential in the execution of the lease contract as it was one of the requirements of the lessee prior to entering into the agreement. Furthermore, Brozas-Garri's receipt of benefits under the lease contract is of no moment since the Complaint is not directed against the validity of the contract but relates to Atty. Reago's act of forging Brozas-Garri's signature in the SPA, and his improper notarization despite Brozas-Garri's absence.²⁵

²¹ *Piczon-Hermoso v. Parado*, 885 Phil. 1, 6 (2020) [Per J. Perlas-Bernabe, Second Division].

²² A.M. No. 22-09-01-SC dated April 11, 2023 which repealed the CPR.

²³ Formerly, Canon 1, Rule 1.01 of the CPR.

²⁴ *Rollo*, pp. 85-91.

²⁵ *Id.* at 167-168.

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Atty. Reago's administrative liability having been established, the Court now investigates the proper penalty to be imposed on him.

In this regard, case law instructs that a notary public who violates the Notarial Rules must be meted out the following penalties: (a) revocation of notarial commission; (b) disqualification from being commissioned as notary public; and (c) suspension from the practice of law. The duration of which varies depending on the circumstances.²⁶

In *Spouses Zialcita v. Latras*,²⁷ the Court suspended the erring lawyer from the practice of law for six months, revoked his notarial commission, and disqualified him from being commissioned as a notary public for a period of two years for notarizing a document without the personal presence of the affiant. In *Gaddi v. Velasco*,²⁸ for the same offense, the Court revoked the notary public's notarial commission and prohibited him from being commissioned as such for two years and suspended him from the practice of law for one year. Finally, in *Orola v. Baribar*,²⁹ in a similar case, the Court suspended the erring lawyer from the practice of law for one year, revoked his incumbent commission, and prohibited him from being commissioned as a notary public for two years.

In this case, the Court finds that IBP Board correctly recommended that Atty. Reago should be meted with the penalties of: (a) suspension from the practice of law for two years; (b) immediate revocation of his notarial commission, if still subsisting; and (c) disqualification to be commissioned as a notary public for two years. This is considering that Atty. Reago's violation of the Notarial Rules was aggravated by the fact that he allowed himself to be an agent of untruthfulness by forging the signature of Brozas-Garri on the SPA and notarized the same without her presence.³⁰

ACCORDINGLY, the Court finds respondent Atty. Lorenzo A. Reago **GUILTY** of violating the 2004 Rules on Notarial Practice and Canon II, Sections 1 and 11 of the Code of Professional Responsibility and Accountability. The Court hereby **SUSPENDS** him from the practice of law for a period of two years; **REVOKES** his incumbent commission as a notary public, if any; and **PROHIBITS** him from being commissioned as a notary public for a period of two years. He is also **STERNLY WARNED** that a repetition of the same or similar acts in the future shall be dealt with more severely.

²⁶ *Roa-Buenafe v. Lirazan*, 850 Phil. 1, 11 (2019) [Per J. Gesmundo, First Division].

²⁷ 848 Phil. 763 (2019) [Per J. Peralta, Third Division].

²⁸ 742 Phil. 810 (2014) [Per Acting C.J. Carpio, Second Division].

²⁹ 828 Phil. 1 (2018) [Per J. Peralta, Second Division].

³⁰ *Rollo*, pp. 171-173.

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The suspension from the practice of law, the prohibition from being commissioned as notary public, and the revocation of his notarial commission, if any, shall take effect immediately upon receipt of this Decision by Atty. Reago. 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 Decision be furnished to the Office of the Bar Confidant to be appended to respondent's personal record as an attorney; the Integrated Bar of the Philippines for its information and guidance; and the Office of the Court Administrator for circulation to all courts in the country.

After completing his two-year suspension, Atty. Lorenzo A. Reago shall file with the Office of the Bar Confidant a Sworn Statement pursuant to Section 45 of the Code of Professional Responsibility and Accountability.

SO ORDERED.



ANTONIO T. KHO, JR.

Associate Justice

WE CONCUR:



MARVIC M.V.F. LEONEN

Senior Associate Justice
Chairperson



AMY C. LAZARO-JAVIER

Associate Justice



MARIVIC V. LOPEZ

Associate Justice



JHOSEP V. LOPEZ

Associate Justice

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