Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

EMILIO A. REBARTER, Complainant,	**A.C. No. 12516**
	Present:
- versus -	CAGUIOA, INTING, GAERLAN, DIMAAMPAO, and SINGH, *JJ.*[*]
ATTY. EDWIN R. VILLA, Respondent.	Promulgated: AUG 04 2025

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DECISION

CAGUIOA, *J.*:

Before the Court is a Complaint-Affidavit[1] dated March 18, 2019 filed by Emilio A. Rebarter (complainant) against Atty. Edwin R. Villa (respondent) before the Office of the Bar Confidant (OBC) for allegedly employing dishonesty and deceitful conduct in the practice of law in soliciting cases, either personally or through paid agents and brokers, and in failing to honor an agreement as regards the professional fees due complainant.

THE CASE

Complainant averred that he served as a labor consultant in the law office of respondent upon the latter's invitation. Respondent allegedly promised complainant to divide in equal shares all commissions or attorney's fees that he will receive from all the labor cases complainant would bring into the office. Complainant's work allegedly consisted of taking care of all labor cases by attending all the mediations and mandatory

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* On leave.

1 *Rollo*, pp. 1–6.

conferences before the National Labor Relations Commission (NLRC), preparing pleadings, and influencing "more other runners or fixers with monetary consideration to bring more clients to [respondent's] law office."[2]

After working for more than a year, complainant claimed he was able to bring in 106 cases to respondent's office. However, one day after complainant came back from the province, respondent informed him that his services would no longer be needed. Respondent allegedly hired a new partner who was a former fiscal and a full-fledged lawyer. Respondent then instructed complainant to send an inventory of all his labor cases covered by their cut-off date, September 30, 2018, or the date when they severed their ties.[3]

A couple of months thereafter, complainant learned that respondent was able to settle two of the labor cases included in the inventory. Respondent, however, did not inform complainant about these settlements and neither did he give complainant his share of the attorney's fees as supposedly agreed upon.[4]

In his Complaint-Affidavit, complainant included screenshots of his text messages with respondent to prove the work he did for the latter. Complainant also claimed, through these text messages, that respondent corrupted a certain sheriff and labor arbiter.[5]

In a supplement to his Complaint, complainant further alleged that he was allowed to sign pleadings on behalf of the respondent. Complainant also recounted that in one labor case before the NLRC, he was the one who prepared the Position Paper of the 78 complainants. He sent the draft of the Position Paper to respondent via e-mail for clearance, and when respondent approved the same, complainant printed the Position Paper, signed the same and filed it. Later, on appeal, complainant claimed he was also the one who prepared the Notice of Appeal and Memorandum of Appeal. He again sent the draft to respondent via e-mail for clearance. After which, complainant again printed the pleading, signed the same and filed it. Complainant stated that it was only after learning that the 78 complainants received a monetary award in the total amount of PHP 14,000,000.00 did respondent get interested in the case and personally met the complainants for the first time. It was shortly thereafter, according to complainant, when respondent's treatment of him went cold and respondent eventually severed their ties.[6]

The Court referred the instant case to the Integrated Bar of the Philippines (IBP) for report and recommendation. The IBP-Commission on

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2 *Id.* at 2.
3 *Id.* at 2 and 4.
4 *Id.* at 6.
5 *Id.* at 3–5.
6 *Id.* at 16–17, Supplement to the Disbarment Complaint Due to Additional Information and Evidence dated July 22, 2019.

Bar Discipline (IBP-CBD) directed respondent to submit his Answer within fifteen (15) days from notice.[7]

In his Answer, respondent denied that he agreed to give one-half of his professional fees to complainant. Respondent explained that he engaged the services of complainant as an on-call paralegal to assist him in labor-related cases. He was paid based on the time he devoted to his assigned tasks and reimbursed his expenses. Complainant would allegedly always request for bonuses or additional allowances whenever he saw money being paid to the law office.[8]

Respondent further denied that complainant served as a runner, or that respondent employed runners and fixers and engaged in corrupting a sheriff and a labor arbiter. Respondent asserted that while there were instances when complainant would accompany prospective clients, it was not his duty to look for clients. Respondent also countered that the text messages complainant showed in the Complaint-Affidavit were mere fabrications.[9]

On November 29, 2019, the IBP-CBD issued a Notice of Mandatory Conference,[10] directing the parties to appear on January 31, 2020 and submit their respective mandatory conference briefs at least five (5) days before the scheduled conference. Both parties appeared on the scheduled Mandatory Conference and thereafter filed their respective position papers.[11]

THE IBP'S REPORT AND RECOMMENDATION[12]

In the Report and Recommendation dated June 30, 2020, the Investigating Commissioner found respondent administratively liable when, through his inaction, he indirectly permitted his personnel to solicit labor cases and promote his legal services. The Investigating Commissioner gave weight to the admission of respondent in his Position Paper that "there [were] situations when Complainant would come to the office accompanied by a claimant-employee needing legal service for pending cases. Unavoidably, with Complainant's constant presence at the NLRC, he would be able to meet and converse with claimants needing a lawyer."[13]

The Investigating Commissioner also gave credence to the affidavit of respondent's witness, who likewise admitted that respondent allowed agents to solicit cases on his behalf or to bring potential clients to the law office.[14] The Investigating Commissioner also noted the inventory of cases which

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7 *Id.* at 587, IBP-CBD's Report and Recommendation dated June 30, 2020, penned by Commissioner Donna Jane Mercader-Alagar.
8 *Id.* at 178.
9 *Id.* at 178–179.
10 *Id.* at 187–188.
11 *Id.* at 587–588, IBP-CBD's Report and Recommendation dated June 30, 2020.
12 *Id.* at 587–592.
13 *Id.* at 375–376.
14 *Id.* at 591, IBP-CBD's Report and Recommendation dated June 30, 2020.

complainant brought into the law office of respondent, and which the latter agreed to be e-mailed to him after they parted ways.[15]

Hence, in view of the foregoing, the Investigating Commissioner recommended that respondent be admonished and sternly warned that a repetition of the same or similar act will be dealt with more severely.[16]

As regards the other allegations of: (1) equal sharing of attorney's fees, (2) complainant signing pleadings on respondent's behalf, and (3) respondent's acts of corrupting a sheriff and a labor arbiter, the Investigating Officer found the evidence presented to prove these allegations inadequate.[17]

In a Resolution dated November 19, 2021, the IBP-Board of Governors (IBP-BOG) approved and adopted the recommendation of the IBP-CBD.[18]

THE COURT'S RULING

The Court affirms with modifications the findings of the IBP. The Court agrees that respondent indirectly permitted his personnel to solicit labor cases and promote his legal services. The Court also agrees that there was no merit in the allegations that respondent initially agreed and reneged on an equal sharing of attorney's fees with complainant, and that he allowed complainant to sign pleadings on his behalf. However, the Court finds merit in the allegation that respondent engaged in the corruption of NLRC employees.

Preliminarily, the Court clarifies the statement in the IBP Report and Recommendation that the evidentiary threshold in an administrative case against a lawyer is preponderant evidence.[19] The Court has already clarified in *Reyes v. Atty. Nieva*[20] that the quantum of proof for administrative proceedings against lawyers should be substantial evidence and not preponderance of evidence, as it is more in keeping with the primordial purpose of and essential considerations attending disciplinary cases. Thus:

> Besides, the evidentiary threshold of substantial evidence — as opposed to preponderance of evidence — is more in keeping with the primordial purpose of and essential considerations attending this type of cases. As case law elucidates, "[d]isciplinary proceedings against lawyers are *sui generis*. Neither purely civil nor purely criminal, they do not involve a trial of an action or a suit, but is rather an investigation by the Court into the conduct of one of its officers. Not being intended to inflict punishment, it is in no sense a criminal prosecution. Accordingly, there is neither a plaintiff nor a prosecutor therein. It may be initiated by the Court *motu proprio*. Public interest is its primary objective, and the real question

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15 *Id.* at 592.
16 *Id.*
17 *Id.* at 590–591.
18 *Id.* at 585, IBP-BOG's Notice of Resolution.
19 *Id.* at 590.
20 794 Phil. 360 (2016) [Per J. Perlas-Bernabe, *En Banc*].

> for determination is whether or not the attorney is still a fit person to be allowed the privileges as such. Hence, in the exercise of its disciplinary powers, the Court merely calls upon a member of the Bar to account for his actuations as an officer of the Court with the end in view of preserving the purity of the legal profession and the proper and honest administration of justice by purging the profession of members who by their misconduct have proved themselves no longer worthy to be entrusted with the duties and responsibilities pertaining to the office of an attorney. In such posture, there can thus be no occasion to speak of a complainant or a prosecutor."[21] (Emphasis in the original, citation omitted)

Substantial evidence is more than a mere scintilla of evidence. It has been consistently defined as such amount of relevant evidence which a reasonable mind might accept as adequate to justify a conclusion.[22] Guided by this definition, the Court finds that complainant was able to discharge his burden of proof in his claims against respondent with regard to unlawful solicitation of labor cases and promotion of his legal services and in corrupting NLRC employees.

Sharing of fees with and delegation of legal tasks to a non- lawyer

The main thrust of the complaint and the supplemental complaint has to do with: (1) the alleged deliberate failure of respondent to honor his agreement with complainant to divide in equal shares all commissions or attorney's fees that respondent will receive from all the labor cases complainant would bring into the law office; and (2) the delegation by respondent to complainant of legal tasks, specifically with the preparation and signing of pleadings.

Indeed, Section 43, Canon III of the Code of Professional Responsibility and Accountability (CPRA) prohibits lawyers from sharing, splitting, dividing, or from stipulating to divide, directly or indirectly, a fee for legal services with persons or organizations not licensed or authorized to practice law. Section 35, Canon II of the CPRA, in turn, enumerates the legal tasks which a lawyer shall not delegate to or permit a non-lawyer, including a paralegal, to do. Paragraph (h) thereof specifically instructs that the performance of any of the duties that only lawyers may undertake shall not be delegated.

In holding that there was no merit to the allegations of complainant, however, the IBP-CBD held:

> The evidence submitted fell short of proving that Atty. Villa divided or stipulated to divide the attorney's fees to Rebarter, a non[-] lawyer, money collected from clients in labor cases. Rebarter merely alleged that labor cases were settled for the amount of One Hundred Thousand Pesos (₱100,000.00) and others for some amount, but he never submitted proof that indeed Atty. Villa received the amount and gave or

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21 *Id.* at 379–380.

22 *Bernal v. Atty. Prias*, 887 Phil. 484, 492–493 (2020) [Per J. Delos Santos, Second Division].

> offered him the half of it. Also, the allegation and evidence of both parties shows that since Atty. Villa refused to divide or stipulate to divide attorney's fees collected, complainant was forced to write a demand letter (Annex O — Complainant) requiring respondent the payment of the alleged sharing in legal fees collected. This support[s] the respondent's version that he did not agree with Rebarter for the sharing of attorney's fees as it was not allowed in [the] legal profession, impractical and unsustainable, and that Rebarter was paid based on the estimated time of the work he has done and was reimbursed of his expenses.
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> It was held that the preparation and signing of a pleading constitute legal work involving the practice of law which is reserved exclusively for members of the legal profession. The authority and duty to sign a pleading are personal to the lawyer. Although he may delegate the signing of a pleading to another lawyer, he may not delegate it to a non-lawyer. (*Republic v. Kenrick Development Corporation*, 529 Phil. 876, August 8, 2006) Further, under the Rules of Court, counsel's signature serves as a certification that (1) he has read the pleading; (2) to the best of his knowledge, information and belief there is good ground to support it; and (3) it is not interposed for delay. (Rules of Court, Rule 7, Section 3) Thus, by affixing one's signature to a pleading, it is counsel alone who has the responsibility to certify to these matters and give legal effect to the document. Here, the complainant himself claimed that the pleading[s] he drafted are being sent via email to Atty. Villa for review. This confirms the version of respondent that pleadings are made, reviewed[,] and signed by him personally, and that the work of Rebarter are limited to clerical preparations, such as making summaries of facts and research on applicable cases. The evidence presented likewise failed to support the allegation that Rebarter was permitted to sign on respondent's behalf the pleadings/motions that they submitted before the NLRC. The screenshot of email is not preponderant proof of any fact that Atty. Villa directly or indirectly delegated to him the signing of the pleading. Neither the supposed text message exchange nor the alleged great distances in Atty. Villa's residence and offices constitute as preponderant proof to support the fact that indeed Atty. Villa permitted Rebarter to sign the pleading/motion.[23]

The Court agrees with the IBP, save again for the evidentiary threshold employed. Notwithstanding the fact that the IBP incorrectly viewed the allegations under preponderant evidence as the burden of proof, the Court finds that, indeed, the evidence presented by complainant were also not substantial.

Nothing in the text messages submitted by complainant supports his claim that he and respondent agreed to share in the attorney's fees equally. The certain amounts mentioned in the text messages are only loosely and ambiguously referred to as shares. Significantly, there is no substantial proof, as well, that these amounts came from respondent's attorney's fees arising from the labor cases that he handled. In other words, the amounts mentioned in the text messages do not clearly correspond as complainant's shares for whatever legal services he might have rendered in the labor cases

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[23] *Rollo*, pp. 590–591, IBP-CBD's Report and Recommendation dated June 30, 2020.

respondent was handling, but may, instead, be interpreted as his compensation for the clerical work he was doing in the law office.

In the same vein, the IBP correctly observed that there is no substantial evidence to prove that respondent delegated the tasks of preparing and signing pleadings to complainant. The email messages merely evince that complainant submitted draft pleadings to respondent for review. However, it is unclear as to what extent the review entailed—whether it was to review the pleadings as fully drafted by complainant or only with respect to clerical preparations, such as making summaries of facts and research on applicable cases, as asserted by respondent. So, too, no further instructions, particularly with regard to signing the pleadings by forging respondent's own signature, were shown to have been relayed by respondent to complainant. As it stands, therefore, complainant's allegations are bare and unsubstantiated by evidence.

On the other hand, after an examination of the annexes submitted by complainant, the Court finds the explanation and defense of respondent sound and plausible:

> Complainant also charges Respondent of allegedly abetting the unauthorized practice of law by allowing Complainant to sign pleadings. This is untrue. It is obvious that in the rush of work, the position of the paper, the number of documents being signed and with other attendant circumstances, a person's signature may vary and there are occasions that Respondent uses short signatures when several papers are signed together. Mere variance of the signatures cannot be considered as conclusive proof that the same were forged.
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> . . . What is clear is that the pleadings emanated from Respondent and is signed by him even if it is not a full signature but a shorter version. Even Complainant admits that all initial drafts or results of his legal research are reviewed by Respondent and printed at his office. There is no reason why Respondent would not or could not sign the same.
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> . . . Complainant's speculative allegations that because Respondent has an office at Pureza, Manila, it was the "great distance" to NLRC Banawe, Quezon City that caused Respondent to permit Complainant to sign the pleadings. This is untrue and misleading. Pureza (in Sta. Mesa) and NLRC, Banawe are barely 2.5 [k]m[s.] away only. Respondent also has his office at Kaminari Bldg., Banawe, Quezon City and resides at Bacood, Sta. Mesa. Respondent's residence is a mere 2 [k]m[s.] from Pureza and about 4 [k]m[s.] from NLRC, Banawe or the Kaminari Bldg[.], Banawe office. Respondent's work centers mainly on such short distances.[24]

Solicitation of legal business

Complainant alleged that he was employed by respondent to, among others, "influence more other runners or fixers with monetary consideration

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[24] *Id.* at 378, Respondent's Position Paper dated February 10, 2020.

to bring more clients to [respondent's] law office."[25] Ostensibly, respondent failed to controvert this allegation clearly and convincingly. Instead, as aptly observed by the IBP, respondent admitted in his Position Paper that "there [were] situations when Complainant would come to the office accompanied by a claimant-employee needing legal service for pending cases. Unavoidably, with Complainant's constant presence at the NLRC, he would be able to meet and converse with claimants needing a lawyer."[26] Respondent further admitted that he would entertain the claimants introduced by complainant but maintained that it was never complainant's duty to seek out prospective clients.[27]

Notably, the IBP also observed that respondent's witness declared in his affidavit that respondent allowed agents to solicit cases on his behalf or to bring potential clients to the law office. The exact words of respondent's witness were "*May panahon na malaking grupo ang lumapit sa akin at humihingi ng tulong para ilapit sa isang abogado, ay nakumbinse ko din si Atty. Villa na humawak ng ilang labor cases*[.]"[28]

It does not escape the Court's attention, as well, that in their text conversation regarding the inventory of cases complainant was supposed to submit after they parted ways, respondent reminded complainant to only include cases that he was able to bring into the law office, and not those that a certain Nestor and a certain Art (Arturo L. Lotilla (Arturo), presumably) brought in.[29]

The foregoing statements, therefore, bolster the claim of complainant that in his close to one and a half years working for respondent, he was able to bring in 106 cases to the law office. It bears emphasis that this claim was never refuted by respondent.

Section 17, Canon II of the CPRA provides in part that a lawyer shall not, directly or indirectly, solicit, or appear to solicit, legal business. The practice of law is a profession and not a business. Lawyers are reminded to avoid at all times any act that would tend to lessen the confidence of the public in the legal profession as a noble calling, including, among others, the manner by which he makes known his legal services.[30] Hence, "ambulance chasing,"[31] or the solicitation of business by an attorney, personally or through an agent, in order to gain employment, is proscribed.[32]

Here, as demonstrated above, respondent allowed his staff to solicit prospective clients for his law office. While there is no substantial evidence that respondent directly and personally engaged in the unlawful solicitation

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25 *Id.* at 2, Complainant's Complaint-Affidavit dated March 18, 2019.
26 *Id.* at 375–376.
27 *Id.* at 376.
28 *Id.* at 381, *Sinumpaang Salaysay* of Alfeo M. Lotilla.
29 *Id.* at 3, Complainant's Complaint-Affidavit dated March 18, 2019.
30 *Palencia v. Atty. Linsangan,* 836 Phil. 1, 12 (2018) [*Per Curiam, En Banc*].
31 *Id.* (Citation omitted)
32 *Id.* at 12–13.

of business, he nonetheless passively and indirectly, through an agent, committed the offense under Section 17, Canon II of the CPRA. Although respondent was aware that complainant was into such business, respondent neither reprimanded nor directed complainant to refrain from doing so. As such, the IBP correctly found respondent responsible for his inaction or failure to control and correct the actions of his personnel that are violative of the offense of solicitation of legal business under Section 17, Canon II of the CPRA.

Corruption of a sheriff and a labor arbiter

In his claim that respondent corrupted a sheriff, a labor arbiter, and a cashier at the NLRC, complainant highlighted the screenshots of his text conversations with respondent. In these messages, respondent replied to the message of complainant about a release order in one case with: "*May kopya na ako kanina pa. [P]inalakad ko yan kay sherif[f] para mabilis.*"[33] In another conversation, respondent began with: "*Pre[,] bigyan natin [iyo]ng arbiter kahit tig 5k lang ta[yo] . . . [Iyo]ng sa cashier[,] dagdagan natin ng tig 500 each.*"[34]

In finding no merit in complainant's allegation, the IBP held that the contents of the text messages are too vague to positively show who were involved, and where, how, and when did the alleged corruption happened. The IBP then gave more credence to the explanation of respondent that he found out that the idea of corruption was actually the suggestion of complainant himself to his staff, Arturo.[35]

The Court disagrees with the findings of the IBP.

The text messages submitted by complainant are ephemeral electronic communications that are admissible evidence subject to the conditions set forth in Section 2, Rule 11 of the Rules on Electronic Evidence,[36] to wit:

> SEC. 2. *Ephemeral electronic communications.* — Ephemeral electronic communications *shall be proven by the testimony of a person who was a party to the same or has personal knowledge thereof.* In the absence or unavailability of such witnesses, other competent evidence may be admitted.[37] (Emphasis supplied).

Thus, here, complainant's testimony as a party to the exchange of text messages is sufficient to prove the contents thereof.[38]

For his part, respondent offers inconsistent explanations as regards these text messages. In his Answer, respondent simply made a general

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33 *Rollo*, p. 5, Complainant's Complaint-Affidavit dated March 18, 2019.
34 *Id.*
35 *Id.* at 591, IBP-CBD's Report and Recommendation dated June 30, 2020.
36 A.M. No. 01-7-01-SC, approved on July 17, 2001.
37 *Id.*; *see Asuncion v. Atty. Salvado,* 924 Phil. 596, 607–608 (2022) [*Per Curiam, En Banc*].
38 *Asuncion v. Atty. Salvado, id.* at 608.

statement pertaining to all text messages complainant referred to—both with respect to those that purportedly show respondent had fixers and agents, and those that purportedly show respondent corrupted the NLRC employees—as mere fabrications. In his Position Paper, on the other hand, respondent tried to explain that he had the allegations of corruption investigated and found out later on that it was complainant himself who suggested to Arturo to corrupt the NLRC employees. Arturo thought it was fine to give a Christmas gift, but respondent disagreed and instructed him not to go through with the plan and to further discuss the matter with complainant.[39]

The foregoing explanation of respondent, however, does not square with the clear text messages he sent to complainant. While, indeed, these text messages did not openly provide in complete details who were involved, and where, how, and when the corruption happened, the messages remain unequivocal that respondent asked a sheriff to expedite an order of release in a labor case, using the language "*pinalakad*," which in ordinary parlance bespeaks of irregularity; and suggested to complainant that they give money to a labor arbiter and a cashier, which again, would be sheer naivete to interpret as anything else other than an indiscretion.

Apart from the text messages highlighted by complainant, the Court notes the other damning text messages captured in the submissions of complainant:

[Complainant:]	*Boss, nag follow*[-]*up ako sa 3rd Division sa Esmao*[,] *et al*[.] *case, may Entry of Judgment na daw.*
[Respondent:]	*Nagfile na ako motion for writ of execution.* [*F*]*or signing na ni arbiter sa lunes. On leave* [*kasi*] *s*[*i*]*ya* [*this*] *week*[.]
[Complainant:]	*Okay*[,] *Boss. Masaya tayo sa Christmas*[.]
[Respondent:]	*Yes, hindi na iischedule ni* [*R*]*ommel sa pre*[-]*execution conference para mabilis.* [*P*]*apipirmahin na kaagad n*[*i*]*ya writ kay arbiter.* [***A***]***butan na lang natin s***[***i***]***ya kapag nakuha na natin***[**.**]
. . . .	
[Complainant:]	*Boss, may Order na po ba sa ESMAO, et al*[.] *case natin?*
[Respondent:]	*Di ko pa alam kung dumating na r (sic) arbiter.* [*K*]*ung may time*[,] *paki follow*[-]*up na lang.ty (sic).*
[Complainant:]	*Copy*[,] *Boss.*
[Complainant:]	*Boss, balita sa Esmao natin? Thanks*[.]

39 *Rollo*, p. 376.

> [Respondent:] *Nadala na ni sherif[f] [iyo]ng order ni arbiter para sa country bankers. [W]ait na lang compliance ng country bankers*[.][40] (Emphasis supplied).

To a reasonable mind, the above messages show that respondent was on familiar terms with NLRC employees, who he and complainant can easily contact for follow-ups and who respondent was comfortable enough to incentivize.

It bears emphasis, as well, that respondent never denied that it was he who complainant was exchanging text messages with. He did not do so when he executed his Answer on October 19, 2019. Subsequently, in his Position Paper dated February 10, 2020, respondent failed to make a categorical denial again. Instead, and rather conveniently, respondent stated that he had the allegations of corruption investigated and learned that the idea came from complainant, who communicated it to Arturo. Further, from the affidavit of Arturo, the picture painted was that the arrangement was only between complainant and Arturo and respondent never consented to it. It was also in this affidavit that Arturo stated that it was he who complainant exchanged messages with, and that complainant was well aware of it. Glaringly, however, as to how and why the name of respondent appeared as the sender on these particular text messages were not explained at all. In fact, complainant consistently referred to the one he was communicating to as "boss," who could have only been respondent. To be sure, the idea to corrupt NLRC employees would have posed a red flag for respondent and would have been an instance he could not have easily forgotten and, therefore, could have immediately explained at the first opportunity when he filed his Answer. In all, the Court finds the submissions of respondent utterly unconvincing.

Accordingly, respondent committed corruption, which is a serious offense under Section 33(c), Canon VI of the CPRA. Respondent violated Section 1, Canon II of the CPRA, which proscribes a lawyer from engaging in unlawful, dishonest, immoral, or deceitful conduct. He also violated Section 15, Canon II of the CPRA, which pertinently commands that a lawyer shall observe propriety in all dealings with officers and personnel of any court, tribunal, or other government agency, whether personal or professional. Familiarity with such officers and personnel that will give rise to an appearance of impropriety, influence, or favor shall be avoided.

In this regard, given the findings of corruption in this case, the Court deems it proper to also furnish the NLRC with a copy of this Decision so it may initiate any further investigation or appropriate action against the NLRC employees respondent had dealt with.

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[40] *Id.* at 5, Complainant's Complaint-Affidavit dated March 18, 2019.

Penalties

The offense of solicitation of legal business constitutes misconduct. Misconduct has been defined as an intentional wrongdoing or a deliberate violation of a rule of law or standard of behavior. It is gross where the elements of corruption, clear intent to violate the law or flagrant disregard of established rule are present. Otherwise, it is only simple,[41] which is true in this case.

Simple misconduct is classified under the CPRA as a less serious offense which may be sanctioned with either (1) suspension from the practice of law for a period within the range of one month to six months; or (2) a fine within the range of PHP 35,000.00 to PHP 100,000.00. A combination of both suspension and fine may also be imposed.[42]

The IBP-CBD, in its Report and Recommendation which was issued before the advent of the CPRA, recommended that respondent be merely admonished for the offense of solicitation of legal business. In making the recommendation, the IBP appreciated the mitigating circumstance of first offense in favor of respondent.

The Court modifies the recommendation of the IBP and resolves to impose against respondent a mitigated fine of PHP 17,500.00 instead. Inasmuch as the IBP is correct that respondent should be faulted for his inaction or failure to control and correct the actions of his personnel, the Court finds that admonition, which is not a penalty at all, is not commensurate with the seriousness of the offense of solicitation of legal business. To stress, the CPRA punishes the offense even if committed indirectly. To passively allow others to commit the offense on your behalf should be just as repugnant as committing it actively and personally. In any case, a mitigated fine of PHP 17,500.00 likewise appreciates the circumstance of first offense in respondent's favor.[43]

As regards the offense of corruption, the CPRA classifies it as a serious offense which may be punished with (1) disbarment; or (2) suspension from the practice of law for a period exceeding six months; or (3) a fine exceeding PHP 100,000.00. As well, a combination of any of these penalties may also be imposed.[44]

Under Section 38(a)(1), Canon VI of the CPRA, the circumstance of first offense may not be appreciated in favor of the respondent in a charge of bribery or corruption. With this in mind, and considering the gravity of the

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41 *See Palalan CARP Farmers Multi-Purpose Coop v. Atty. Dela Rosa*, 859 Phil. 52, 62 (2019) [*Per Curiam, En Banc*].

42 CODE OF PROF. RESPONSIBILITY & ACCOUNTABILITY, Canon VI, sec. 37(b).

43 *Id.* at Canon VI, sec. 39, on the Manner of imposition provides, in part, that if one (1) or more mitigating circumstances and no aggravating circumstances are present, the Supreme Court may impose the penalties of suspension or fine for a period or amount not less than half of the minimum prescribed under the CPRA.

44 *Id.* at Canon VI, sec. 37(a).

offense and related jurisprudence,[45] the Court resolves to impose against respondent the penalty of suspension from the practice of law for one year.

ACCORDINGLY, the Court finds respondent Atty. Edwin R. Villa **GUILTY** of the following offenses:

(1) Solicitation of legal business under Section 17, Canon II of the Code of Professional Responsibility and Accountability for which he is meted the penalty of **FINE** in the amount of PHP 17,500.00; and

(2) Corruption under Section 33(c), Canon VI of the Code of Professional Responsibility and Accountability for which he is meted the penalty of **SUSPENSION** from the practice of law for a period of one year.

Respondent is also **STERNLY WARNED** that a repetition of the same offense or similar acts in the future shall be dealt with more severely.

The suspension from the practice of law shall take effect immediately upon respondent's receipt of this Decision. 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.

The fine which shall be paid within a period not exceeding three months from receipt of this Decision, in accordance with Section 41, Canon VI of the Code of Professional Responsibility and Accountability. Respondent is further directed to submit to this Court proof of payment within 10 days from said payment.

Let copies of this Decision be furnished to the Office of the Bar Confidant, to be appended to the respondent's personal record as a member of the Bar; the Integrated Bar of the Philippines; the Office of the Court Administrator, for dissemination to all courts throughout the country for their information and guidance; and to the National Labor Relations Commission for any appropriate action.

This Decision is immediately executory.

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[45] *See Coronel v. Atty. Cunanan*, 766 Phil. 332, 340 (2015) [Per J. Bersamin, First Division]; *Bengco v. Atty. Bernardo*, 687 Phil. 7, 18 (2012) [Per J. Reyes, Second Division]; *Espinosa v. Atty. Omaña*, 675 Phil. 1, 8 (2011) [Per J. Carpio, Second Division].

SO ORDERED.

ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

WE CONCUR:

HENRI JEAN PAUL B. INTING
Associate Justice

SAMUEL H. GAERLAN
Associate Justice

JAPAR B. DIMAAMPAO
Associate Justice

(On leave)
MARIA FILOMENA D. SINGH
Associate Justice