

SECOND DIVISION

[A.C. No. 9152 [Formerly Case No. 05-1430], July 01, 2020]

**ATTY. ROLEX T. SUPLICO AND CBD ATTY. DEMAREE J.B. RAVAL,
PETITIONERS , VS. ATTY. LUIS K. LOKIN, JR. AND ATTY.
SALVADOR C. HIZON, RESPONDENTS**

RESOLUTION

INTING, J.:

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

The Intecedents

Petitioners filed a Complaint^[3] for disbarment against their former partners, respondents before the IBP Commission on Bar Discipline (CBP) for alleged violation of Rule 7.03,^[4] Canon 7 of the Code of Professional Responsibility and the Lawyer's Oath for the latter's refusal to turnover the respective shares of Atty. Sulpicio and Atty. Raval from the attorney's fees purportedly amounting to P144,831,371.49.^[5] The amount, which was the equivalent of 40% of the P362,078,428.74 representing the total amount which Aerocom Investors & Managers, Inc. (Aerocom) recovered from the President Commission on Good Government (PCGG) in Civil Case No. 0044 before the Sandigan. Simultaneously, the petitioners filed a criminal case for Estafa against herein respondents.^[6]

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

In response thereto, respondents denied the allegations and interposed that petitioners already received their share in the attorney's fees from the Aerocom case which was divided among the partners based on the extent and nature of their participation in the case. Respondents likewise countered that petitioners were no longer entitled to any further amount from the Aerocom case because the latter

already executed quitclaims; that they withdrew their rights in the law firm; that Atty. Suplico executed a quitclaim dated July 8, 2000 effective as early as January 15, 1995;^[8] and that their acts caused the dissolution of Raval Suplico and Lokin, Lawyers and was succeeded thereafter by Raval Lokin, Lawyers registered in the names of Atty. Raval, Atty. Lokin, and Atty. Hizon. With respect to Atty. Raval, respondents disputed that he had minimal to no participation in the Aerocom case because of his engagements outside the law firm.^[9] Atty. Lokin insinuated that Atty. Raval also withdrew his rights to the law firm; that their partnership deteriorated because of the latter's incompetence; and that it was Atty. Raval who voluntarily and unilaterally withdrew from the partnership in exchange for their Amberland office space.

The Investigating Commissioner's Report and Recommendation

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

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

SO ORDERED.^[11]

Investigating Commissioner De la Rama ruled out on the existence of a retainer's agreement between the defunct law firm and Aerocom for the payment of the 40% of whatever amount the latter would recover from the lawsuit, and that there was no basis for the collection. He declared that the records would bear out that petitioners could not produce a copy of the supposed agreement; Aerocom's President, although admitting that he saw a copy thereof, denied that he signed any such agreement and that even the corporate secretary of Aerocom denied that there was a written agreement on the 40% attorney's fees based on the corporate records and files in his possession. Further, he highlighted the failure of Atty. Jessica A. Los Banos (Atty. Los Banos), a former lawyer at the defunct law firm who handled the Aerocom case, to identify in her affidavit the document evidencing the agreement on the attorney's fees and as to her source of the information. Furthermore, he gave credence to the release, waiver and quitclaim executed by petitioner which effectively barred them from their rights to their share in the attorney's fees from the Aerocom case.^[12]

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

The IBP Board of Governors Report

In the Resolution No. XVIII-2009-52^[13] dated February 19, 2009, the IBP Board of Governors adopted and approved the Report and Recommendation of Investigating Commissioner De la Rama by dismissing the complaint for disbarment against respondents.^[14]