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REPORT OF CASES

DECIDED BY THE

SUPREME COURT OF THE PHILIPPINES

EN BANC

[A.C. No. 7963; June 29, 2021]

RODCO CONSULTANCY AND MARITIME SERVICES CORPORATION, Represented by Ms. Kerry D. Villanueva, *Petitioner*, *v.* **ATTY. NAPOLEON A. CONCEPCION,** *Respondent*.

D E C I S I O N

***PER CURIAM*:**

The moral standards of the legal profession imposes a duty upon lawyers to act with the highest degree of professionalism, decency, and nobility in the course of their practice of law. Anything less than that calls for a member of the Bar to be held accountable in order to preserve the dignity of the legal profession and the proper administration of justice.

Before the Court is the Complaint[1] filed by RODCO Consultancy and Maritime Services Corporation (RODCO) seeking the disbarment of Atty. Napoleon A. Concepcion (respondent) on grounds of deceitful, dishonest, and unethical conduct.[2]

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[1] *Rollo*, pp. 1-11.

[2] *Id.* at 9.

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Factual Antecedents

RODCO avers that it is a domestic corporation engaged in consultancy services for repatriated seafarers. Specifically, it assists these seafarers in filing their claims for disability benefits, insurance, and other claims.[3] On 10 August 2006, RODCO and respondent entered into a Contract for Legal Services[4] wherein the latter would be engaged by the former to provide legal services to its clients.[5] Explicitly provided in said contract was that RODCO and respondent were considered to have a "lawyer-client relationship"[6] and that said relationship was "privileged" and any communication between them would be considered "privilege[d] communication."[7]

The Contract also explained the set-up of engagement: that RODCO would refer a case or claim to respondent's law firm once the case or claim had been filed before a court, administrative agency, or quasi-judicial tribunal. Respondent is to act as legal counsel in said case or claim, as well as follow-up on these pending cases before the appropriate agencies, and if need be, in the Court of Appeals and the Supreme Court.[8] The Contract also provided that respondent could not infringe upon the contract between RODCO and the seafarer-claimants.[9]

Under the Contract for Legal Services, RODCO referred several cases for respondent to handle. Out of all those cases, RODCO narrated the following instances that formed the basis of its complaint.

First, in the case of Marcos C. Abalos (Abalos) against Bandila Shipping before the National Labor Relations Commission (NLRC), RODCO alleged that respondent asked for Php350,000.00

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[3] *Id.* at 2.

[4] *Id.* at 16-19.

[5] *Id.* at 150.

[6] *Id.* at 16 and 150.

[7] *Id.* at 17 and 150.

[8] *Id.* at 17.

[9] *Id.*

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allegedly to be used for representation expenses and early settlement of the case. However, RODCO claims that respondent never apprised them of how or on what that money was spent.[10]

Second, respondent also asked RODCO for Php150,000.00 in the case of Andrew P. Jarloc (Jarloc). Despite not being the counsel of record in the case, respondent claimed that the money was to secure a favorable ruling in the Court of Appeals (CA), where he allegedly had connections.[11] However, aside from failing to get a favorable outcome, RODCO again did not hear anything about where the money went.

Third, RODCO referred to respondent the case of Annie Tajaran (Tajaran), who was claiming the death benefits of her husband.[12] This time, respondent allegedly asked money directly from Tajaran to ensure she wins in the case being heard by his wife, Labor Arbiter Thelma Concepcion (LA Concepcion). In her *Sinumpaang Salaysay*,[13] Tajaran narrated how respondent told her that the law firm representing the opposing party offered LA Concepcion Php100,000.00 to win their cases before her:

x x x

4. Na nang lumaon ay may napansin akong hindi maganda kay Atty. Napoleon A. Concepcion. Minsan nang magkaroon ng pagkakataon na makausap ako ni Atty. Concepcion ng sarilinan ay may mga sinabi sya sa akin. Ang sabi niya sa akin ay "Alam mo ba na may nag-ooffer kay L.A. Concepcion ng halagang One Hundred Thousand Pesos humigit kumulang para lang ilaglag ang mga kaso na ang kalaban ay Del Rosario & Del Rosario, at kasama ang kaso mo sa mga iyon. . . . Pero magagawan naman natin ng paraan yan kung. . ."

5. Na sa punto ng pagsasalita ni Atty. Concepcion ay humihingi sya ng halagang ipantatapat sa sinasabi niyang perang ipansusuhol ng Del Rosario & Del Rosario kay L.A. Concepcion na asawa ni Atty.

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[10] *Id.* at 151.

[11] *Id.* at 151-152.

[12] *Id.*

[13] *Id.* at 21-23.

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Concepcion na wala naman akong garantiya at katiyakan kung totoo nga ang kanyang sinasabi o sinusubukan nya lang ako na magbitaw ng pera para mapabilis ang kaso ko;

x x x[14]

Tajaran claimed that after the incident, she went to RODCO to relay what respondent told her and then did not deal with him directly again.[15]

Fourth, respondent asked for Php20,000.00 purportedly for the expenses in a case RODCO filed against another lawyer, Atty. Rodrigo C. Cenizal (Cenizal case).[16] However, respondent did not even act as RODCO's counsel in said case. After this incident, RODCO revoked its Contract for Legal Service with respondent on 26 June 2008.[17]

Fifth, only days after such revocation, or on 30 June 2008, Lolita L. Mesa (Mesa) narrated that her husband had voluntarily executed a Letter of Withdrawal and Revocation of Power of Attorney to release respondent as his counsel after he heard unsavory information about the latter. However, a few days later, respondent sent a certain "Robert" to their home to try to convince her and her husband to revoke their contract with RODCO. The same man told them "*[m]alabo daw manalo ako kung hindi ako magrereport kay Atty. Concepcion.*" Mesa claimed that Robert had a list of RODCO's clients living in the same area who were previously referred to respondent. When asked about the list, Robert said he was tasked to talk to the clients and get them to withdraw from their contracts with RODCO.[18]

Sixth, RODCO avered that one of its employees, Ana Marie I. Fontanares, went to respondent's office and found Nonito Icayan (Icayan), a former client who revoked his contract with RODCO

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[14] *Id.* at 22.

[15] *Id.*

[16] Upon checking, the case is one for the disbarment of Atty. Ceniza, which was dismissed by the Court through an Unsigned Resolution in A.C. No. 7599 dated 04 September 2019.

[17] *Rollo*, pp. 152-153.

[18] *Id.* at 26-27.

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to escape his obligation with RODCO, to be working for respondent.[19] RODCO had filed a civil case for sum of money against Icayan. The latter, in turn, had filed an illegal dismissal case against RODCO, in which respondent stood as RODCO's counsel until the end of their Contract of Legal Services.[20] This is why RODCO was surprised to find out later that Icayan was being represented in the NLRC case against RODCO by Atty. Roma C. Asisna, an associate lawyer at respondent's law firm,[21] with respondent as collaborating counsel.[22]

Seventh, in 2006, RODCO referred Regino C. Mejia (Mejia) to respondent as a client. Mejia entered into a Compromise Agreement to settle his claims. However, RODCO accused respondent of influencing Mejia to not report the outcome of the case to RODCO, in violation of their contract. Instead, Mejia was to report directly to respondent. The same thing happened in 2009 to another client, Paul C. Mesa.[23]

These actions of respondent prompted RODCO to file the instant case, as well as a criminal case for estafa, other deceits, and qualified theft.[24]

In a Resolution dated 27 August 2008, the Court directed respondent to file his Comment. Respondent argued that the complaint lacks factual and legal basis.[25] He countered that RODCO is engaged in a scheme charging "exorbitant, arbitrary and illegal" fees to seafarers in need of its consultancy service. Since it is not a law firm nor does it have lawyers, RODCO contracts with lawyers who will then handle their clients' cases.

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[19] *Id.* at 28-29.

[20] *Id.* at 154.

[21] *Id.*

[22] *Id.* at 28.

[23] *Id.* at 154-155.

[24] *Id.* at 155.

[25] *Id.* at 46.

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However, it is RODCO that prepares all the documents necessary to make the claims before engaging counsel.[26]

He avered that during the duration of his Contract for Legal Services with RODCO, he handled twenty-seven (27) claims lodged with various tribunals.[27] When his contract was terminated, respondent tried to sever the lawyer-client relationship with the clients as well. However, many of them decided to stay on as his clients and revoke their contracts with RODCO.[28] Respondent maintains that the seafarer-clients voluntarily abandoned RODCO because of its exorbitant fees.[29] Respondent further claimed that the present complaint is a mere harassment suit, similar to cases RODCO had previously filed against two other lawyers they had contracted.[30]

As to Tajaran's allegations, respondent denied using his influence with his wife, Labor Arbiter Concepcion, who inhibited from the case.[31] On the other hand, respondent explained that it was inaccurate to say that he asked for Php350,000.00 from Abalos. He maintained that the amount resulted in the early settlement of Abalos' claim. He also said it was what they offered the insurance company for the early settlement of the claim. The amount was shouldered equally by RODCO and Abalos. Allegedly, Abalos received his disability compensation of US$60,000.00, plus 10% attorney's fees, or about Php2.9 million. RODCO got its fee of Php1.4 million leaving the rest to Abalos, while respondent only got Php50,000.00 as attorney's fees.[32]

On Jarloc's case, respondent alleged that he did not receive the money but that it went to a certain Turingan, who followed up the

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[26] *Id.* at 35-36.

[27] *Id.* at 37-38.

[28] *Id.* at 38.

[29] *Id.* at 39.

[30] *Id.* at 38-39.

[31] *Id.* at 39.

[32] *Id.* at 40.

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case with another law office. Explaining Mesa's case, respondent asserted that it was RODCO that pressured the client to sever ties with respondent to defraud him of his attorney's fees. Mesa, however, revoked his contract with RODCO and re-hired respondent.[33]

Respondent also maintained that there were no ethical issues with Icayan. He narrated that the contract with RODCO was terminated on 28 June 2008, whereas the illegal dismissal case against RODCO was already submitted for decision in 2007 "and there is nothing that could be done to influence the Third Division of the NLRC." There was no longer a lawyer-client relationship between respondent and RODCO when Icayan visited his office. He also claimed that the purpose for Icayan's visit was to introduce some other clients to respondent.[34] Finally, respondent countered that RODCO still owes him his rightful attorney's fees in several cases amounting to Php535,786.00.[35]

Recommendation and Resolution of the IBP

In its Report and Recommendation[36] dated 21 July 2009, the Integrated Bar of the Philippines-Commissioner on Bar Discipline (IBP-CBD) recommended the dismissal of the administrative complaint for lack of merit. The investigating commissioner gave more credence to respondent's explanation and adopted all the arguments in his position paper. The IBP Board of Governors (IBP-BOG) approved the IBP-CBD's Report and Recommendation in a Resolution[37] dated 26 February 2010.

RODCO filed a motion for reconsideration of the Investigating Commissioner's Report and Recommendation. On 22 March 2014, the IBP-BOG resolved to grant RODCO's motion for reconsideration.[38]

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[33] *Id.* at 42.

[34] *Id.* at 44.

[35] *Id.* at 45-46.

[36] *Id.* at 87-98.

[37] *Id.* at 85-86.

[38] *Id.* at 212.

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Five (5) years after, however, the IBP-BOG resolved to set aside its 10 February 2010 Resolution and instead recommended that respondent be disbarred in its Extended Resolution dated 14 June 2019.[39] The IBP-BOG found respondent "guilty of violating his attorney's oath and the Code of Professional Responsibility."[40] It held that respondent violated the fiduciary nature of the attorney-client relationship. The IBP-BOG noted that the Contract for Legal Services between RODCO and respondent explicitly established a lawyer-client relationship between the parties. This, the IBP Board, explained meant that the client of respondent is RODCO, not the seafarers themselves. Respondent's representation of the seafarers was made pursuant to the Contract of Legal Services.[41]

The IBP-BOG found that respondent violated his fiduciary duties when he made personal visits and called RODCO's clients to encourage them to withdraw from their consultancy contracts.[42] He also violated the rule prohibiting conflict of interest when his law firm handled the Icayan case. Even when, technically, respondent's Contract of Legal Services had been terminated by that time, in the course of the lawyer-client relationship, the lawyer learns all the facts connected with the client's case. Such knowledge should have been treated as sacred and guarded with care instead of being utilized and made available to opposing party.[43]

Respondent was likewise found guilty of deceit and malpractice or gross misconduct in office.[44] It noted that respondent did not deny receiving the Php350,000.00 from Abalos, Php150,000.00 from Jarloc, and Php20,000.00 from RODCO/Villanueva for alleged representation expenses despite not being the counsel on record. Likewise, respondent used the power and influence of his

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[39] *Id.* at 214-225.

[40] *Id.* at 222.

[41] *Id.* at 221.

[42] *Id.* at 222.

[43] *Id.* at 223.

[44] *Id.*

Labor Arbiter wife to secure favorable decisions in cases he was handling.[45]

It was noted that lawyers are prohibited from soliciting cases for the purpose of gain, either personal or through paid agents or brokers. Thus respondent's act of causing clients to withdraw or violate the terms of their consultancy contract is a brazen solicitation of business from the public.[46]

Issue

The issue for the Court's resolution is whether respondent should be disbarred.

Ruling of the Court

We adopt the findings and recommendation of the IBP Board of Governors in its Extended Resolution dated 14 June 2019.

The Court is mindful that the power to disbar must be exercised with great caution. Disbarment should be imposed in clear cases of misconduct that seriously affect the standing and character of the lawyer as an officer of the court and as member of the bar, or the misconduct borders on the criminal, or committed under scandalous circumstance.[47]

In the case at bar, respondent's actions amount to unethical conduct and calls for the exercise of the Court's disciplinary authority. Any misconduct affecting the standing and moral character of the lawyer as an officer of the court and member of the Bar justifies disciplinary action. Lawyers must conduct themselves beyond reproach at all times, whether they are dealing with their clients or the public at large, and a violation of the high moral standards of the legal profession justifies the imposition of the appropriate penalty, including suspension and disbarment.[48]

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[45] *Id.*

[46] *Id.* at 224.

[47] *Ko v. Atty. Maduramente*, A.C. No. 11118, 14 July 2020.

[48] *See Caballero v. Atty. Sampana*, A.C. No. 10699, 06 October 2020.

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Section 27, Rule 138 of the Rules of Court provides that a member of the Bar may be disbarred or suspended from the practice of law for any deceit, malpractice, or other gross misconduct. Gross misconduct has been defined as any inexcusable, shameful or flagrantly unlawful conduct on the part of the person involved in the administration of justice, conduct that is prejudicial to the rights of the parties, or to the right determination of the cause.[49]

On the other hand, misconduct implies wrongful, improper, or unlawful conduct, not a mere error of judgment, motivated by a premeditated, obstinate or intentional purpose, although it does not necessarily imply corruption or criminal intent, and must have a direct relation to and be connected with the performance of official duties amounting either to maladministration or willful, intentional neglect, or failure to discharge the duties of the office.[50]

The records of this case is replete with respondent's repeated and brazen violations of legal ethics and the Code of Professional Responsibility (CPR).

Respondent failed to account for his client's funds

The relationship between a lawyer and his client is highly fiduciary and ascribes to a lawyer a great degree of fidelity and good faith. As such, lawyers have the duty to account for the money or property they receive for or from their clients. When they receive money from a client for a particular purpose, they are bound to render an accounting of how the money was spent for the said purpose; and, in case the money was not used for the intended purpose, they must immediately return the money to the client. Failure of a lawyer to return the money entrusted to him by his client upon demand creates a presumption that he has appropriated the same for his own use.[51]

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[49] *Id.*

[50] *Atty. Nava II v. Artuz*, 817 Phil. 242 (2017), 817 Phil. 242, 255 (2017).

[51] *Arde v. Atty. De Silva*, A.C. No. 7607, 15 October 2019.

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As the IBP noted, respondent received money on different occasions from RODCO in connection with the cases of Abalos and Jarloc, and in the case RODCO filed against its former lawyer;[52] a fact that he does not even deny.

With regard to Abalos, respondent asked for Php350,000.00, despite not being counsel of record, allegedly to be used to secure an early and favorable ruling on the Abalos' claim. He claimed that the money was paid to the representative of the insurance company as a "settlement fee" and that he only got Php50,000.00 as attorney's fees in this case. However, there is no proof that he indeed used the money for that purpose. While Abalos was successful in his claim, respondent still had to make an accounting of the money to RODCO, which, in fact, it demanded.[53]

On the other hand, respondent obtained Php150,000.00 from RODCO for Jarloc's case, again despite not being the counsel of record, allegedly to give to someone in the CA who could expedite the resolution of the case.[54] Nevertheless, RODCO learned that it was never given to the alleged "connection" at the CA. Worse, they failed to secure a favorable outcome. Despite demands, respondent failed to make an accounting or return the money. Such conduct not only violates the duty to account for his client's funds, but amounts to influence peddling, which is also prohibited conduct for lawyers.

At yet another time, respondent asked for Php20,000.00 from Villanueva, purportedly for a case RODCO filed against another lawyer. RODCO averred that respondent was not the counsel of record in that case and thus, had no business asking for representation fees in connection with that case.[55]

Respondent himself admitted receiving the aforementioned amounts, albeit advancing the reason that they were all justified by services he rendered. However, he has not rendered any accounting

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[52] *Rollo*, p. 223.

[53] *Id.* at 216.

[54] *Id.* at 216-217.

[55] *Id.* at 217.

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for any of the money he received, despite repeated demands from RODCO. His duty included reporting to his client that the money was used for the purpose intended. Such refusal and the failure to account gives rise to a presumption that the amount was misappropriated, which is a violation of the Lawyer's Oath and the CPR.[56]

Failure to render an accounting, and to return the money if the intended purpose thereof did not materialize, constitutes a blatant disregard of Rule 16.01[57] of the CPR.[58] By choosing to ignore his fiduciary responsibility for the sake of getting money, he committed a further violation of his Lawyer's Oath by which he swore not to "delay any man's cause for money or malice," and to "conduct [him]self as a lawyer according to the best of [his] knowledge and discretion with all good fidelity as well to the courts as to [his] clients."[59]

Indeed, the payment received for services that were not rendered gives rise to a duty to return the amount. There is simply no justification for keeping the money. His obligation was to immediately return the said amount. His refusal to do so despite repeated demands constitutes a violation of the lawyear's oath.[60] Thus, respondent should return the sums of money he received: Php350,000.00 to Abalos and Php20,000.00 to RODCO. Similarly, the amount of Php150,000.00 respondent obtained from RODCO, which he asked to secure a favorable ruling at the CA which he eventually failed to obtain, must likewise be returned. All the said amounts shall earn legal interest at the rate of 6% *per annum* from finality of this decision until satisfied.[61]

Respondent engaged in influence peddling

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[56] *Supra* at note 51.

[57] Rule 16.01 – a lawyer shall account for all money or property collected or received for or from the client.

[58] *Mariano v. Atty. Laki*, A.C. No. 11978, 25 September 2018 [Per Curiam].

[59] *Madria v. Atty. Rivera*, 806 Phil. 774 (2017), A.C. No. 11256, 07 March 2017 [Per Curiam].

[60] *Supra* at note 58.

[61] *Bondoc v. Licudine*, A.C. No. 12768, 23 June 2020 [Per J. Gesmundo]; *See also HDI Holdings Philippines, Inc. v. Cruz,* A.C. No. 11724, 31 July 2018 [Per Curiam].

Respondent's offense is further compounded by the fact that he has no qualms dropping claims of being able to influence the outcome of cases because of his connections. Indeed, he even used these alleged connections to ask for the money from clients.

Rule 15.06 states that "[a] lawyer shall not state or imply that he is able to influence any public official, tribunal or legislative body." Whether his boasts of connections in the right places are true, or whether respondent actually makes use of these connections, is irrelevant. The fact alone that he made it appear he is able to dictate the outcome of a case because of such connections is already a violation of the CPR and the lawyer's oath. It does not even matter that respondent's wife eventually recused herself from hearing the case. The offense is consummated because the mere claim of influence inflicts damage to the image of the judiciary and assaults the integrity of the legal system.

The judiciary has been working tirelessly to preserve its integrity and independence. It continuously strives to maintain an orderly administration of justice by ensuring that those who marred its reputation would be properly sanctioned. By giving the impression that justice is served depending on one's connections, and insinuating that the administration of justice is susceptible to corruption and misconduct, respondent has placed the entire judiciary in a bad light thereby eroding the public's trust and confidence in the judicial system.[62]

A lawyer, as an officer of the court, is "like the court itself, an instrument or agency to advance the ends of justice." His duty is to uphold the dignity and authority of the courts to which he owes fidelity, "not to promote distrust in the administration of justice.[63]

It is clear that this duty is lost on respondent. His repeated disregard of the proscription against influence peddling proves his unfitness for the legal profession. Based on Tajaran's statements, respondent had implied LA Concepcion, his wife, could be bribed into ruling in her favor, or that he can sway the case if only Tajaran

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[62] *Supra* note 47.

[63] *Supra* note 58.

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would be willing to counter the alleged offer of money by the opposing counsels. Such conduct from a lawyer is reprehensible. Respondent not only attempted to solicit a bribe from a client, he undermined the integrity of the labor tribunal by making it appear that its arbiters were susceptible to influence and bribery.

Meanwhile, in Jarloc's case, respondent asked RODCO for money he specifically said was for the purpose of securing a favorable ruling before the CA, where he claimed to have "connections" that can guarantee the same. Regardless of whether such claims were true, respondent had placed the integrity of the CA, indeed, the entire judiciary, into question and put its decisions into disrepute. This is not the conduct expected of a member of the Bar.

Respondent violated the proscription against conflict of interest

Canon 15.03 admonishes that "[a] lawyer shall not represent conflicting interests except by written consent of all concerned given after a full disclosure of the facts." In *Hierro v. Atty. Nava II*,[64] the Court explained that a conflict of interest exists when a lawyer represents inconsistent interests of two opposing parties, like when the lawyer performs an act that will injuriously affect his first client in any matter in which he represented the later client, or when the lawyer uses any knowledge he previously acquired from his first client against the latter. It is both unethical and unacceptable for a lawyer to use any information he gains during the lawyer-client relationship against his client.

Respondent violated the rules on conflict of interest when his law office represented Icayan in a case the latter filed against RODCO. Even as respondent insists that his contract of service with RODCO had been terminated at that point, and while he was not the lawyer personally handling the case, it was his law firm – the law firm that bears his name – over which he presumably has some measure of control, that was representing Icayan in a case where respondent had previously acted as counsel for the RODCO.[65]

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[64] A.C. No. 9459, 07 January 2020.

[65] *Rollo*, p. 218.

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The rule prohibiting conflict of interest applies to situations wherein a lawyer would be representing a client whose interest is directly adverse to any of his present or former clients. It also applies when the lawyer represents a client against a former client in a controversy that is related, directly or indirectly, to the subject matter of the previous litigation in which he appeared for the former client. This rule applies regardless of the degree of adverse interests. What a lawyer owes his former client is to maintain inviolate the client's confidence or to refrain from doing anything which will injuriously affect the client in any matter in which the lawyer previously represented him.[66]

Thus, it is of no moment that his contract of service with RODCO had been terminated by that time. As a lawyer, he should have used better judgment to foresee the possibility of conflict of interest as that is what the society expects of him.[67] Indeed, it is part of the Court's solemn oath to demand that every lawyer should exercise prudence and circumspection in the performance of his or her duty. Corollarily, it is the Court's moral obligation to hold a lawyer who fails to do so accountable.

A lawyer is duty-bound to observe candor, fairness and loyalty in all his dealings and transactions with his clients. The profession, therefore, demands of an attorney an absolute abdication of every personal advantage conflicting in any way, directly or indirectly, with the interest of his client.[68]

Respondent engaged in deceitful and unethical conduct when he persuaded RODCO's client to breech their consultancy contracts

RODCO asserts that respondent persuaded its clients to revoke their consultancy contracts with the firm and took them as his clients instead. Again, respondent does not outrightly deny the

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[66] *Canillo v. Atty. Angeles*, A.C. Nos. 9899, 9900, 9903-9905, 9901, 9902, 04 September 2018.

[67] *Supra* note 64.

[68] *Camino v. Atty. Pasagui*, 795 Phil. 501, 509 (2016).

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allegation, but merely reasons that these clients left RODCO of their own accord. However, as the IBP found, respondent had a hand in these clients' decision to withdraw from RODCO. He actively solicited clients through underhanded and aggressive tactics, such as making house visits and incessant phone calls.[69]

In the case of Mesa, respondent lured her away from RODCO by peddling lies, wrong information, and black propaganda against the company.[70] He tried to use the same tactics with Tajaran, although he did not succeed in getting her to revoke her contract with RODCO.[71] On the other hand, respondent convinced Mejia not report to RODCO about the compromise agreement he entered into with the adverse party, even as the consultancy contract with RODCO was still subsisting.

As noted by the IBP, causing the clients to withdraw or violate the terms of their consultancy contract is brazen solicitation of business from the public. Indeed, respondent was not only actively soliciting clients, but actually leading clients with existing consultancy agreements with RODCO to break their agreements. It bears repeating that RODCO being respondent's client, his foremost duty was to protect its interests. Instead of doing so, however, respondent engaged in conduct that undermined its own client's business.

Equally significant is that respondent's Contract of Legal Service with complainant explicitly provided that respondent could not infringe upon the contract between RODCO and the seafarer-claimants. Respondent's action clearly breeched his obligation under said contract.

The moral standards of the legal profession ordain that lawyers should act with the highest degree of professionalism, decency, and nobility in the course of their practice of law.[72] Respondent's conduct, however, exhibited the opposite and speaks of his unworthiness to continue as an officer of the Court.

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[69] *Rollo*, p. 222.

[70] *Id.* at 217.

[71] *Id.*

[72] *Supra* note 59, at 784.

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Any member of the Bar whose actions tend to lessen in any degree the confidence of the public in the fidelity, honesty, and integrity of the profession[73] must be held accountable. In exercising its power of discipline, the Court merely calls upon a member of the Bar to account for his actuations as an officer of the Court in order to preserve the dignity of the legal profession, and the proper and honest administration of justice.[74]

For his conduct, respondent must be severely punished in order to foster respect towards the Supreme Court, and to enhance fealty to the Rule of Law.[75] Respondent's own conduct has made him unworthy of the title of attorney. There is no place in the legal profession for individuals like him who openly abuse his privilege and standing as a member of the Bar.

Proper Penalty

A member of the Bar may be penalized, even disbarred or suspended from his office as an attorney, for violation of the lawyer's oath and/or for breach of the ethics of the legal profession as embodied in the CPR. The practice of law is a profession, a form of public trust, the performance of which is entrusted to those who are qualified and who possess good moral character. The appropriate penalty for an errant lawyer depends on the exercise of sound judicial discretion based on the surrounding facts.[76]

In *Yoshimura v. Atty. Panagsagan*,[77] the Court meted the penalty of disbarment for violation of Canon 16 when the lawyer failed to account for money he received from legal services he failed to render, as well as money received "under the table" to expedite the client's vehicle registrations.

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[73] *Supra* note 58.

[74] *See Fortune Medicare, Inc. v. Atty. Lee*, A.C. No. 9833, 19 March 2019.

[75] *Atty. Gustilo v. Atty. De La Cruz*, A.C. No. 12318, 15 October 2019.

[76] *Sison, Jr. v. Atty. Camacho*, 777 Phil. 1, 14 (2016).

[77] A.C. No. 10962, 11 September 2018.

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The Court, in *Huang v. Atty. Zambrano*,[78] noted that it has previously disbarred lawyers for failure to return their clients' finds, thus:

> In *Suarez v. Maravilla-Ona*, complainant engaged the legal services of therein respondent lawyer for a land transfer case and paid the latter the appurtenant fees. Respondent failed to facilitate the transfer and never reimbursed complainant for the amounts earlier paid despite multiple demands. She also did not participate at all in the investigative proceedings before the CBD-IBP relative to the disbarment complaint against her. We ultimately meted out to therein respondent lawyer the penalty of disbarment.
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> We similarly disbarred the respondent lawyer in *Overgaard v. Valdez* who, despite receipt of legal fees, refused to perform any of his obligations under his Retainer Agreement with complainant, ignored complainant's requests for a report of the status of the cases entrusted to his care, and rejected complainant's demands for return of the money paid to him.
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> *Arellano University, Inc. v. Mijares III* also involved an administrative complaint against therein respondent lawyer who failed to render the titling services initially agreed upon with complainant and to account for and return complainant's money despite repeated demands. We ordered that therein respondent lawyer's name be removed from the Roll of Attorneys.

Meanwhile, in *Camino v. Atty. Pasagui*,[79] therein respondent was disbarred not only for failure to return his clients' funds, but for engaging in conflict of interest when he represented both the buyer and the seller in a sale of real property.

Taking into consideration the aforecited rulings, and the totality of respondent's conduct,[80] the Court imposes the supreme penalty of disbarment against respondent. His actions erode rather than enhance the public perception of the legal profession.[81] Membership in the legal profession is a privilege, and whenever it is made to appear that an attorney is no longer worthy of the trust and confidence of his clients and the public,

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[78] A.C. No. 12460, 26 March 2019.

[79] *Supra* note 68.

[80] *Id.*

[81] *Supra* note 76, at 15.

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it becomes not only the right but also the duty of the Court to withdraw the same, as in this case.[82]

WHEREFORE, the foregoing premises considered, the Court finds respondent Atty. Napoleon A. Concepcion **GUILTY** of misconduct and gross violations of the Code of Professional Responsibility. He is hereby **DISBARRED** and his name is to be **STRICKEN OFF** the Roll of Attorneys, effective immediately.

Atty. Napoleon A. Concepcion is also **ORDERED** to return and pay Php350,000.00 to Marcos C. Abalos, as well as the amounts of Php20,000.00 and Php150,000.00 to petitioner RODCO Consultancy and Maritime Services Corporation. All the foregoing amounts shall earn interest of six percent (6%) *per annum* from finality of this Decision until its full payment. He is further **DIRECTED** to submit to this Court proof of payment within ten (10) days from said payment.

Let copies of this decision be furnished the Office of the Bar Confidant to be entered into the records of respondent Atty. Napoleon A. Concepcion. Copies shall likewise be furnished the (a) Integrated Bar of the Philippines, which shall disseminate copies thereof to all its Chapters; (b) all administrative and quasi-judicial agencies of the Republic of the Philippines; and (c) the Office of the Court Administrator for circulation to all courts concerned.

SO ORDERED.

Gesmundo, C.J., Perlas-Bernabe, Leonen, Caguioa, Hernando, Carandang, Lazaro-Javier, Inting, Zalameda, M. Lopez, Delos Santos, Gaerlan, Rosario, and *J. Lopez, JJ.*, concur.

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[82] *CF Sharp Crew Management, Inc. v. Torres*, 743 Phil. 614, 621 (2014).