



Republic of the Philippines  
 Supreme Court  
 Manila

SECOND DIVISION

**BATANGUEÑO HUMAN A.C. No. 13443**  
**RESOURCES, INC., as [Formerly CBD Case No. 19-6136]**  
**represented by JOSELITO S.**  
**ATIENZA,**

Complainant,

- versus -

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

**ATTY. PRECY C. DE JESUS,\***  
 Respondent.

Promulgated:

**DEC 07 2022**

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**DECISION**

**KHO, JR., J.:**

For the Court's resolution is a Complaint<sup>1</sup> filed by complainant Batangueño Human Resources, Inc. (BHRI), as represented by its President, Joselito S. Atienza, against respondent Atty. Precy C. De Jesus (respondent) before the Integrated Bar of the Philippines (IBP) for violation of the Lawyer's Oath and the Code of Professional Responsibility (CPR).

**The Facts**

In its letter-complaint, BHRI, a recruitment agency, alleged that it deployed several persons to Abu Dhabi, United Arab Emirates, under a one-year contract duly approved by the Philippine Overseas Employment Agency (POEA), and that before the lapse of their contract, they were repatriated to the Philippines. Upon such repatriation, said employees, with the assistance of respondent as their counsel, filed a case against BHRI before the National Labor Relations Commission (NLRC) seeking that they be paid for the

\* "Atty. Percy C. De Jesus" in some parts of the *rollo*.

<sup>1</sup> *Rollo*, pp. 1-7.

“unexpired portion” of their respective contracts. The employees, through respondent, filed their Position Paper.<sup>2</sup>

When BHRI perused the employees’ Position Paper and attachments, it noticed that the employees’ POEA-approved contract attached to the Position Paper was altered. In particular, Clause 16 of the contract — which allows the termination of the employment contract before the expiration of the one-year period, provided that the project covered by such contract has been completed — had been unduly erased. Believing that such erasure was intentional, BHRI wrote letters to the employees, as well as to respondent, asking them to explain the glaring falsification as above-described. In response, the employees denied their participation in the deletion, claiming that they merely submitted their respective contracts to respondent. On the other hand, respondent conceded that the deletion of Clause 16 was done surreptitiously but without her permission, and that she apologized to BHRI and its counsel for the said deletion. She likewise admitted that: (a) the position papers she submitted in the labor case were outsourced from pleaders she contracted; (b) she did not properly supervise said pleaders in drafting the same; and (c) she met with the repatriated workers only once prior to the filing of the position paper, and that it was just a mere short conversation for around ten minutes. Moreover, respondent, in explaining that she was not charging any fee at the onset, claimed that “all expenses from the drafting of pleadings, photocopy, and notary were shouldered by the law office.” Due to the foregoing, BHRI was constrained to file the instant administrative disciplinary Complaint against respondent.<sup>3</sup>

In her Verified Answer,<sup>4</sup> respondent claimed that the preparation of the position papers of her clients, including herein repatriated employees, was outsourced to nonlawyers, and that she learned only of the issue of the omission of Clause 16 in the Reply to the position paper filed by BHRI’s lawyer. She further alleged that upon learning that the POEA-approved contracts attached to the Position Paper were tampered, she immediately filed a pleading which sought to adopt the untampered version of the contract. She then averred that she explained said inadvertence with BHRI and its lawyers, and that since then, she already withdrew her appearance in the case.<sup>5</sup>

### **The IBP’s Report and Recommendation**

In its Report and Recommendation<sup>6</sup> dated March 4, 2020, the IBP Investigating Commissioner (IC) recommended that respondent be found administratively liable for violation of Rules 9.01 and 9.02, Canon 9 and Rule

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<sup>2</sup> Id. at 22–45.

<sup>3</sup> Id. at 670–671.

<sup>4</sup> Id. at 202–206.

<sup>5</sup> Id. at 671–672.

<sup>6</sup> Id. at 668–675. Signed by Commissioner Jose Alfonso M. Gomos.



18.02, Canon 18 of the CPR, and that, accordingly, she be suspended from the practice of law for a period of at least one year.<sup>7</sup>

In so recommending, the IC found that respondent violated Rule 18.02, Canon 18 of the CPR when she admitted that: (a) her law office has a template for pleadings in labor cases depending on the kind of labor complaint, and that even nonlawyers or underbar can prepare the pleadings; (b) due to high volumes of cases, she was not able to properly supervise the outsourced cases, including the subject labor case; (c) she met her clients in the subject labor case only once and for more or less than ten minutes; and (d) she was not able to go through the Position Paper before signing it.<sup>8</sup> Moreover, the IC found that respondent likewise violated Rules 9.01 and 9.02, Canon 9 of the CPR when she admitted that she outsourced the drafting of the pleadings to nonlawyers.<sup>9</sup>

In a Notice of Resolution in Resolution No. CBD-XXV-2022-02-46<sup>10</sup> dated February 24, 2022, the IBP Board of Governors (IBP-BG) modified the Report and Recommendation of the IC, and accordingly, decreased respondent's penalty of suspension from the practice of law to three months. In mitigating respondent's liability, the IBP-BG observed that she has no prior administrative case, and that she had shown remorse and had apologized to BHRI for her infraction.<sup>11</sup>

### **The Issue before the Court**

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

### **The Court's Ruling**

The Court affirms the findings and adopts the recommendation of the IBP, with modification as to the penalty imposed.

Rules 18.02 and 18.03, Canon 18 of the CPR provide:

CANON 18 – A LAWYER SHALL SERVE HIS CLIENT WITH COMPETENCE AND DILIGENCE.

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RULE 18.02 – A lawyer shall not handle any legal matter without adequate preparation.

RULE 18.03 – A lawyer shall not neglect a legal matter entrusted to him, and his negligence in connection therewith shall render him liable.

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<sup>7</sup> Id. at 675.

<sup>8</sup> Id. at 673–674.

<sup>9</sup> Id. at 674.

<sup>10</sup> Id. at 666–667. Signed by National Secretary Doroteo Lorenzo B. Aguila.

<sup>11</sup> Id. at 666.



In this regard, case law instructs that “[o]nce a lawyer agrees to take up the cause of a client, the lawyer owes fidelity to such cause and must always be mindful of the trust and confidence reposed in him. He owes entire devotion to the interest of the client, warm zeal in the maintenance and defense of his client’s rights, and the exertion of his utmost learning and ability to the end that nothing be taken or withheld from his client, save by the rules of law, legally applied. A lawyer who performs his duty with diligence and candor not only protects the interest of his client, he also serves the ends of justice, does honor to the bar, and helps maintain the respect of the community to the legal profession.”<sup>12</sup>

Here, respondent miserably failed to comply with these tenets. As she herself admitted: (a) she merely “outsourced” the drafting of her clients’ Position Paper and did not properly supervise such drafting; and (b) she merely met her clients once and only engaged them in more or less than a ten-minute conversation. More significantly, it appears that she did not even scrutinize the draft of the Position Paper before signing and filing it to the NLRC, thus, paving the way for the submission of the altered contracts to the said Tribunal. Verily, when a lawyer takes a client’s cause, they covenant that they will exercise due diligence in protecting his or her rights. The failure to exercise that degree of vigilance and attention expected of a good father of a family makes such lawyer unworthy of the trust reposed in them by their client and makes them answerable not just to his or her client but also to the legal profession, the courts and society,<sup>13</sup> as in this case.

Moreover, the Court also notes that as counsel of record of the employees who signed the Position Paper on their behalf, her responsibility as such is governed by Section 3, Rule 7 of the 1997 Rules of Civil Procedure (the prevailing Rules at the time the pleading was filed), which reads:

Section 3. *Signature and address.* — **Every pleading must be signed by the party or counsel representing him**, stating in either case his address which should not be a post office box.

**The signature of counsel constitutes a certificate by him that he has read the pleading; that to the best of his knowledge, information, and belief there is good ground to support it; and that it is not interposed for delay.**

An unsigned pleading produces no legal effect. However, the court may, in its discretion, allow such deficiency to be remedied if it shall appear that the same was due to mere inadvertence and not intended for delay. Counsel who deliberately files an unsigned pleading, **or signs a pleading in violation of this Rule, or alleges scandalous or indecent matter therein, or fails to promptly report to the court a change of his address, shall be subject to appropriate disciplinary action.** (emphases and underscoring supplied)

<sup>12</sup> *Baldado v. Mejica*, 706 Phil. 1, 13 (2013).

<sup>13</sup> *Reyes v. Vitan*, 496 Phil. 1, 5 (2005). citing *Santos v. Lazaro*, 445 Phil. 1 (2003).

Thus, respondent's act of signing her clients' Position Paper is essentially a certification from her that she has read it, that she knew it to be meritorious, and it was not for the purpose of delaying the case. More importantly, it was her signature on said Position Paper which supplied the same with legal effect and elevated its status from a mere scrap of paper to that of a legal document.<sup>14</sup> Thus, by admitting that she was not the one who drafted the Position Paper and merely signed the same, she has committed a violation of this rule — an act of falsehood which is a ground for subjecting her to disciplinary action.

Furthermore, by admitting that she merely “outsourced” the drafting of the Position Paper to nonlawyers (who are most likely paid for such service), respondent likewise violated Rules 9.01 and 9.02, Canon 9 of the CPR when she allowed nonlawyers to engage in unauthorized practice of law, *viz.*:

CANON 9 – A LAWYER SHALL NOT, DIRECTLY OR INDIRECTLY, ASSIST IN THE UNAUTHORIZED PRACTICE OF LAW.

RULE 9.01 – A lawyer shall not delegate to any unqualified person the performance of any task which by law may only be performed by a member of the bar in good standing.

RULE 9.02 – A lawyer shall not divide or stipulate to divide a fee for legal services with persons not licensed to practice law x x x

The lawyer's duty to prevent, or at the very least not to assist in, the unauthorized practice of law is founded on public interest and policy. Public policy requires that the practice of law be limited to those individuals found duly qualified in education and character. The permissive right conferred on the lawyer is an individual and limited privilege subject to withdrawal if he or she fails to maintain proper standards of moral and professional conduct. The purpose is to protect the public, the court, the client, and the Bar from the incompetence or dishonesty of those unlicensed to practice law and not subject to the disciplinary control of the Court. It devolves upon a lawyer to see that this purpose is attained. Thus, the canons and ethics of the profession enjoin lawyers not to permit their professional services or name to be used in aid of, or to make possible the unauthorized practice of law by, any agency, personal or corporate. And, the law makes it a misbehavior on the lawyer's part, subject to disciplinary action, to aid a layman in the unauthorized practice of law.<sup>15</sup> Suffice it to say that respondent also failed in this regard.

In view of the foregoing, the Court concludes that there is substantial evidence to hold respondent administratively liable, and accordingly, must be sanctioned therefor.

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<sup>14</sup> See *Spouses Mariano v. Abrujano*, A.C. No. 12696, April 26, 2021, citing *Lacurom v. Jacoba*, 519 Phil. 195, 207 (2006).

<sup>15</sup> *Plus Builders, Inc. v. Revilla, Jr.*, 533 Phil. 250, 262-263 (2006).

In *Spouses Mariano v. Abrajano*,<sup>16</sup> the erring lawyer who violated Section 3, Rule 7 of the 1997 Rules of Civil Procedure was given a reprimand with a stern warning. In *Baldado v. Mejica*,<sup>17</sup> a lawyer who violated Rules 18.02 and 18.03, Canon 18 of the CPR was suspended for three months, a mitigated penalty on account of his inexperience as a lawyer who recently passed the Bar examinations. In *Ang v. Gupana*<sup>18</sup> and *Petelo v. Rivera*,<sup>19</sup> the Court suspended therein erring lawyers for one (1) year for violating, among others, Rule 9.01, Canon 9 of the CPR.

Given the circumstances of this case — and taking into consideration that this is respondent's first offense and that she had shown extreme remorse for her actions — the Court deems it appropriate to impose on her the penalty of suspension from the practice of law for a period of six months, with a stern warning that the commission of the same or similar offense in the future shall be dealt with more severely.

As a final note, it must be emphasized that membership in the legal profession is bestowed upon individuals who are not only learned in law, but also known to possess good moral character. Lawyers should act and comport themselves with honesty and integrity in a manner beyond reproach, in order to promote the public's faith in the legal profession. Verily, of all classes and professions, lawyers are most sacredly bound to uphold the law, and as such, it is imperative that they live by the law.<sup>20</sup>

**ACCORDINGLY**, respondent Atty. Precy C. De Jesus (respondent) is found **GUILTY** of violating Section 3, Rule 7 of the 1997 Rules of Civil Procedure, Rules 9.01 and 9.02, Canon 9, and Rules 18.02 and 18.03, Canon 18 of the Code of Professional Responsibility. She is **SUSPENDED** from the practice of law for a period of six months, and is **STERNLY WARNED** that a repetition of the same offense or similar act shall be dealt with more severely.

The suspension from the practice of law shall take effect immediately upon receipt of this Decision by respondent. She is **DIRECTED** to immediately file a manifestation to the Court that her suspension has started, copy furnished all courts and quasi-judicial bodies where she has entered her 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.

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<sup>16</sup> *Supra*.

<sup>17</sup> *Supra* note 12, at 13.

<sup>18</sup> 726 Phil. 127 (2014).


<sup>19</sup> See A.C. No. 10408, October 16, 2019.

<sup>20</sup> See *Rivera v. Dalangin*, A.C. No. 12724, July 28, 2020.

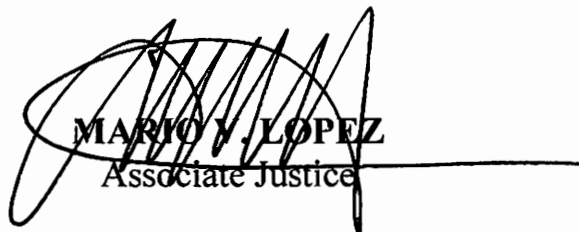
**SO ORDERED.**

  
**ANTONIO T. KHO, JR.**  
Associate Justice

**WE CONCUR:**

  
**MARVIC M.V.F. LEONEN**  
Senior Associate Justice  
Chairperson

  
**AMY C. LAZARO-JAVIER**  
Associate Justice

  
**MARIO Y. LOPEZ**  
Associate Justice

  
**JHOSEP Y. LOPEZ**  
Associate Justice

