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Republic of the Philippines
Supreme Court
Manila

EN BANC

MELINDA B. BAUTISTA-
REGODOZ,
Complainant,

A.C. No. 14211
[Formerly CBD 19-6078]

Members:

GESMUNDO, C. J.,
LEONEN,
CAGUIOA,
HERNANDO,*
LAZARO-JAVIER,
INTING,
ZALAMEDA,
LOPEZ, M.,
GAERLAN,**
ROSARIO,
LOPEZ, J.,
DIMAAMPAO,
MARQUEZ,
KHO, JR., and
SINGH, JJ.

- versus -

ATTY. VIVIAN G. RUBIA,
Respondent.

Promulgated:

October 29, 2024

X-----

DECISION

PER CURIAM:

The Case

This case arose from the Affidavit-Complaint¹ dated July 18, 2018 of

* On official business, but left his concurring vote.

** On official leave.

¹ Rollo, pp. 2-4.

complainant Melinda B. Bautista-Regodoz (Regodoz) for breach of professional responsibility, gross misconduct, gross negligence, and breach of the Lawyer's Oath against respondent Atty. Vivian G. Rubia (Atty. Rubia).

Antecedents

In her complaint-affidavit, Regodoz alleged that sometime in January 1998, she was referred by a church friend in Digos City to Atty. Rubia for legal assistance. Vicenta Nugas (Nugas) and Mindalina Pepino (Pepino) owed her PHP 5,000.00 and PHP 20,000.00, respectively. Both Nugas and Pepino were employees of Branch 18, Regional Trial Court, Digos City, Davao del Sur.²

During Regodoz's initial consultation with Atty. Rubia, she assured her that she could get back her money with interest. Atty. Rubia asked for PHP 600.00 to send the demand letters but did not issue a receipt therefor. They did not execute any written retainer agreement nor fixed the amount of legal fees for Atty. Rubia. She also informed Atty. Rubia that she could not afford the legal fees if it exceeded the amount to be collected. Atty. Rubia assured her further that the legal fees will be paid by Nugas and Pepino themselves should she win the case against them.³

Through the efforts of Atty. Rubia, Regodoz succeeded in getting Nugas and Pepino to acknowledge their indebtedness and sign a memorandum of agreement wherein they undertook to pay Regodoz. Eventually, however, Nugas and Pepino defaulted in their payment. Atty. Rubia consequently advised her to file a collection case before the Municipal Trial Court (MTC) of Digos City. Atty. Rubia told her that there was no need to go through the Katarungang Pambarangay as there was already a signed memorandum of agreement between her and the debtors.⁴

During the hearing held on October 7, 1999, Nugas and Pepino's counsel in the collection case interjected that the case should be dismissed on ground of misjoinder of parties. Based on her response, Atty. Rubia obviously did not know what Nugas and Pepino's affirmative defenses were. She was grossly negligent in her duty as counsel.⁵

Regodoz thereafter sent letters and made phone calls to Atty. Rubia, following up on the cases against Nugas and Pepino. But all Atty. Rubia did was send her a letter containing a shallow alibi for not communicating with

² *Id.* at 2.

³ *Id.*

⁴ *Id.*

⁵ *Id.*

her.⁶

Atty. Rubia got imported bags and goodies from Regodoz as a guarantee that she would pay for her legal services. The items she gave Atty. Rubia were all a product of her hard work when she was employed as a domestic helper in Hong Kong.⁷

Atty. Rubia did not inform Regodoz that Nugas and Pepino had already paid PHP 3,000.00 on March 31, 1998. She never received it. While the case was pending, Atty. Rubia did not advise her on the consequences of such development nor inform her of the steps to be taken. She kept asking Atty. Rubia about the status of her case but she did not receive a categorical advice.⁸

On April 23, 2015, Regodoz was alarmed by the inordinate delay in the prosecution of her case. While working in Canada at that time, she kept in touch with Atty. Rubia only through Messenger. Atty. Rubia misrepresented that she herself (Regodoz) had asked that the case be dismissed. Regodoz never made such a request. On the contrary, she requested Atty. Rubia, through registered mail and email, for copies of the case documents but her request went unheeded.⁹

It was only after she returned to the Philippines on March 16, 2018, that she was able to secure the case documents through the help of a good friend. She was able to confirm then that her case was dismissed. It was actually Atty. Rubia who moved to drop the case against Pepino due to misjoinder of parties. She was not made aware of this development. Even after the case was dismissed against Pepino, Atty. Rubia did not initiate a separate complaint despite being paid PHP 900.00 by her sister.¹⁰

Atty. Rubia violated her oath of fidelity to her client. Her conduct was unbecoming of a lawyer and officer of the court. She betrayed her trust and confidence, causing her injustice.¹¹

By Order¹² dated September 17, 2019, Integrated Bar of the Philippines (IBP) Director for Bar Discipline Randall C. Tabayoyong directed Atty. Rubia to submit her answer within 15 days from notice.

⁶ *Id.*

⁷ *Id.* at 3.

⁸ *Id.*

⁹ *Id.*

¹⁰ *Id.*

¹¹ *Id.*

¹² *Id.* at 41-42.

By Order¹³ dated July 30, 2020, IBP Commissioner Perpetuo T. Lucero, Jr. (Commissioner Lucero) directed the parties to submit their respective email addresses to which the subsequent notices and orders, including the invitation for video conferencing, shall be sent. This directive was issued in light of the COVID-19 pandemic. The parties were also directed to submit their mobile numbers for ease of communication.

By her Manifestation in Compliance with the Order dated July 30, 2020 and a Motion to Submit Belated Answer¹⁴ dated November 3, 2020, Atty. Rubia submitted her email address and mobile number. She requested for an additional 15 days within which to file her answer as she had just recovered from vertigo.

On the other hand, per her Letter-Response¹⁵ dated November 11, 2020, Regodoz manifested her compliance and waived the conduct of a mandatory conference.

In his Order¹⁶ dated March 23, 2021, Commissioner Lucero deemed as waived the conduct of a mandatory conference. He gave the parties 15 days within which to file their respective verified position papers.

Only Regodoz submitted her Verified Position Paper¹⁷ dated May 9, 2021.

Report and Recommendation of the Integrated Bar of the Philippines—Commission on Bar Discipline

Under its Report and Recommendation¹⁸ dated October 10, 2023, the IBP—Commission on Bar Discipline (IBP—CBD), though Commissioner Philjoy T. Lopez-Baluyut (Commissioner Lopez-Baluyut) found that Atty. Rubia acted in bad faith when she did not apprise Regodoz that payments had already been made by Nugas and Pepino; nor did Atty. Rubia indicate such payments in the complaint for collection. The two Acknowledgment Receipts both dated March 31, 1998 showed that Nugas already made a partial payment of PHP 1,000.00, and Pepino, PHP 2,000.00. By reason thereof, Atty. Rubia committed a violation of Canon 16, Rules 16, 16.01, and 16.03 of the Code of Professional Responsibility (CPR).¹⁹

¹³ *Id.* at 43–44.

¹⁴ *Id.* at 84–85.

¹⁵ *Id.* at 47–48.

¹⁶ *Id.* at 89–90.

¹⁷ *Id.* at 95–100.

¹⁸ *Id.* at 160–168.

¹⁹ *Id.* at 163–164.

Commissioner Lopez-Baluyut, however, did not consider Atty. Rubia negligent when the case was dismissed against Pepino by reason of misjoinder of parties in the complaint. It was an honest mistake on the part of Atty. Rubia not to have readily realized that there was such defect in her complaint. Even then, Atty. Rubia should have informed Regodoz of what happened and how it could have been rectified. As for the claim that Atty. Rubia was given a certain amount for the filing fee to refile the complaint against Pepino, the same was found to be devoid of merit since it was contrary to the allegation of Regodoz that Atty. Rubia did not even inform her of the dismissal of the complaint against Pepino. In addition, Atty. Rubia was supposedly given the said amount on January 20, 2000 or months before the case against Pepino was dismissed on April 6, 2004.²⁰

Further, Atty. Rubia may not be penalized for the repeated postponements in the case as the same were not solely attributable to her. The trial court itself had been lenient in granting Atty. Rubia's motions for postponement.²¹

There was also no basis to hold Atty. Rubia liable for failing to give Regodoz updates on the case after the June 15, 2000 hearing. For records show that in 2003, Atty. Rubia gave Regodoz a written update on the case. Notably, Regodoz asked for a case update, via email, only on April 28, 2017. And it was only on May 10, 2017 that Regodoz categorically demanded from Atty. Rubia copies of the case records. The last conversation they had was in June 2017. Considering that Regodoz was in Canada, it was impossible for Atty. Rubia to be able to immediately deliver copies of the case records to her. A period of one month from receipt of the request was not an unreasonable time for Atty. Rubia to send the requested records to Regodoz.²²

As for the penalty, the IBP-CBD considered the previous infractions of Atty. Rubia as aggravating circumstances, viz.:

1) *Maria Earl Beverly C. Ceniza v. Atty. Vivian G. Rubia* docketed as A.C. No. 6166, promulgated on October 2, 2009 where Respondent was found to have violated Rule 18.03 and Canon 22 of the Code of Professional Responsibility, and was suspended from the practice of law for six (6) months effective immediately with a warning that similar infractions in the future will be dealt with more severely; and

2) *Julieta Dimayuga v. Atty. Vivian G. Rubia* docketed as A.C. No. 8854, promulgated on July 03, 2018 - Respondent was found to have violated Section 27, Rule 138 of the Rules of Court and was suspended from the practice of law for three (3) years and disqualified from being commission[ed] as a notary public for a period of three (3) years and

²⁰ *Id.* at 164-165.

²¹ *Id.* at 165.

²² *Id.* at 165-166.

revocation of her notarial commission.²³

Another aggravating circumstance taken against Atty. Rubia was her failure to file an answer despite her motion for extension to file the same.²⁴

Thus, the IBP–CBD disposed, as follows:

Hence, considering that respondent is found guilty of violating Canon 16, Rules 16, 16.01, and 16.03 of [the] Code of Professional Responsibility which is classified as a less serious offense which is punishable by a maximum of six months suspension from the practice of law, and the fact that two aggravating circumstances are present which are[:] (1) previous administrative liabilities where a penalty is imposed, and (2) failure to comply with the orders of the IBP in relation to an administrative case, it is recommended that respondent be **SUSPENDED FROM THE PRACTICE OF LAW FOR A PERIOD OF TWO (2) YEARS.**

Respondent is further directed to immediately remit to the complainant the full amount of Three thousand pesos ([PHP] 3,000.00).²⁵ (Emphasis in the original)

Recommendation of the IBP–Board of Governors (IBP–BOG)

By Resolution No. XXVI-CRM-2023-12-08²⁶ dated December 12, 2023, the IBP–BOG affirmed, with modification, viz.:

RESOLVED, to **MODIFY**, as it is hereby **MODIFIED**, the Report and Recommendation of the Investigating Commissioner (IC) to instead mete out upon Respondent **Atty. Vivian G. Rubia** the following penalties: i) **SUSPENSION from the practice of law for TWO (2) YEARS** for the serious misconduct committed; ii) **SUSPENSION from the practice of law for SIX (6) MONTHS** for the less serious offense committed; and

RESOLVED FURTHER, to recommend that a **FINE of PHP 35,000.00** be imposed upon respondent for her failure to file a mandatory conference brief and the position paper as required by the IC, and that respondent be required to **REFUND** to the complainant the sum of Php 900.00 that was supposed to be paid as filing fee.²⁷ (Emphasis in the original)

The IBP–BOG did not explain nor give grounds for its modification of the penalties recommended by Commissioner Lopez-Baluyut.

²³ *Id.* at 167.

²⁴ *Id.*

²⁵ *Id.* at 168.

²⁶ *Id.* at 158–159.

²⁷ *Id.*

Proceedings before the Court

In her Manifestation of Utmost Apology unto this Honorable Court, A Motion for Reconsideration and/or a Belated Answer²⁸ dated June 20, 2024, Atty. Rubia apologized for failing to file her answer and position paper before the IBP-CBD. She manifested that after receiving several complaints over the past years, she retreated into depression and did not even have the energy to open the envelop containing the present complaint. Her depression was concealed from her family and she suffered by her lonesome.²⁹

She fought for the case of Regodoz despite the latter's absence for many years. Regodoz never contacted her and never informed her of her location. Her last contact with Regodoz was in 1999 before Regodoz contacted her again in 2015.³⁰

She indeed received the payments from Nugas and Pepino but she later on handed them over to Regodoz. She only held the money in trust for Regodoz. In fact, she was the one who gave to Regodoz the two acknowledgment receipts. The filing of the complaint for sum of money against Nugas and Pepino was delayed as Regodoz constantly gave them grace periods. The complaint bore the original amount which was different from the amount of PHP 3,000.00 which Regodoz considered as interest payments only. After the complaint for sum of money was filed, Nugas and Pepino never made any more payments.³¹

She was only in her second year as a lawyer when she accepted the case. When the misjoinder of parties was pointed out to her, she immediately filed a motion to rectify the error. Thus, she was not negligent in handling the case.³²

On June 15, 1998, Regodoz designated Alberto M. Regodoz (Alberto) as her attorney-in-fact in the case. Alberto never appeared in court despite notice. After two to three phone calls, she was no longer able to contact Alberto again and she had difficulty contacting Regodoz herself. It was also the responsibility of Regodoz and her attorney-in-fact to make themselves available to her.³³

There was no need to refile a case against Pepino because misjoinder of parties could be corrected through a motion. She never received

²⁸ *Id.* at 169-190.

²⁹ *Id.* at 169-170.

³⁰ *Id.* at 171-172.

³¹ *Id.* at 172-174.

³² *Id.* at 174.

³³ *Id.* at 175.

PHP 900.00 filing fee as, in the first place, she was not able to contact Regodoz.³⁴

Despite the postponements and the death of Nugas, the trial court rendered a decision in 2012. She had even met with the children of Nugas and they had expressed willingness to pay off all the debts of Nugas. Despite giving Regodoz useful information, Regodoz continued to be harsh, disrespectful, and rude toward her.³⁵

Our Ruling

The provisions of the Code of Professional Responsibility and Accountability (CPRA), as mandated under Section 1 of the General Provisions are applicable to the present case, thus:

SECTION 1. *Transitory provision.* The CPRA shall be applied to all pending and future cases, except to the extent that in the opinion of the Supreme Court, its retroactive application would not be feasible or would work injustice, in which case the procedure under which the cases were filed shall govern.

Previously, under the Code of Professional Responsibility (CPR), jurisprudence imposed the penalty of suspension of varying durations on first-time offenders of misappropriating of or failure to account for a client's funds, from six months³⁶ to two years,³⁷ depending on the discretion of the Court. If lawyers repeat the offense, compounded by other violations of the CPR, the Court meted the ultimate penalty of disbarment.³⁸ On the other hand, the CPRA imposes suspension for a period exceeding six months per infraction and, CPRA allows for a longer period of suspension, or even disbarment, if there are multiple infractions and/or aggravating circumstances.³⁹

As for failure to file an answer or position paper before the IBP, jurisprudence, applying the CPR, considered such disobedience to the lawful orders of the IBP as conduct unbecoming of a lawyer and treated the same only as an aggravating circumstance.⁴⁰ Meanwhile, under the CPRA, disobedience of the lawful orders of the IBP are treated as a less serious offense.

³⁴ *Id.* at 176–177.

³⁵ *Id.* at 180.

³⁶ *See Romo v. Ferrer*, 889 Phil. 595, 603 (2020) [Per J. Lopez, *En Banc*].

³⁷ *Besa-Edelmaier v. Arevalo*, A.C. No. 9161 [Formerly CBD Case No. 07-1925] July 12, 2022 [Per J. Dimaampao, *En Banc*] at 10. This pinpoint citation refers to the copy of the Decision uploaded to the Supreme Court website.

³⁸ *Asuncion v. Salvado*, A.C. No. 13242 [Formerly CBD Case No. 15-4692] July 5, 2022 [Per Curiam, *En Banc*] at 18. This pinpoint citation refers to the copy of the Decision uploaded to the Supreme Court website.

³⁹ Canon VI, sec. 37 (a).

⁴⁰ *Suarez v. Maravilla-Ona*, 796 Phil. 27, 36 (2016) [Per Curiam, *En Banc*].

In any event, despite the subtle distinctions of the CPR and CPRA on how Atty. Rubia's offenses are to be treated, the end result is the same. Hence, since there will be no injustice committed on Atty. Rubia by the retroactive application of the CPRA, the Court proceeds to examine Atty. Rubia's offenses and corresponding liability under the lens of the CPRA.

Notably, Commissioner Lopez-Baluyut found Atty. Rubia administratively liable for her failure to turnover to Regodoz the amount of PHP 3,000.00 as payments coming from Nugas and Pepino. As it was, however, the IBP-BOG found Atty. Rubia liable twice, one for a less serious offense and another for a serious offense. But, the IBP-BOG failed to specify the supposed acts or omissions of Atty. Rubia constituting these offenses.

After a thorough review of the records, the Court resolves to adopt the recommendation of Commissioner Lopez-Baluyut that Atty. Rubia be found liable for her failure to turnover PHP 3,000.00 to Regodoz, a breach of her fidelity to her client, which is a serious offense.

The relationship between lawyers and their clients is highly fiduciary and ascribes to lawyers 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. The failure of lawyers to return the money entrusted to them by their clients upon demand creates a presumption that they have appropriated the same for their own use.⁴¹ Canon III, Sections 49 and 50 of the CPRA ordain:

SECTION 49. *Accounting during engagement.* — A lawyer, during the existence of the lawyer-client relationship, shall account for and prepare an inventory of any fund or property belonging to the client, whether received from the latter or from a third person, immediately upon such receipt.

When funds are entrusted to a lawyer by a client for a specific purpose, the lawyer shall use such funds only for the client's declared purpose. Any unused amount of the entrusted funds shall be promptly returned to the client upon accomplishment of the stated purpose or the client's demand.

SECTION 50. *Separate funds.* — A lawyer shall keep the funds of the clients separate and apart from his or her own and those of others kept by the lawyer.

⁴¹ *Rodco Consultancy and Maritime Services Corp. v. Concepcion*, 906 Phil. 1, 10–12 (2021) [*Per Curiam, En Banc*].

Atty. Rubia claimed that she had already turned over to Regodoz the PHP 3,000.00 that was collected from Nugas and Pepino. But aside from this bare allegation, Atty. Rubia has not offered any substantiating evidence such as a receipt or any documentary proof. It is a basic rule in evidence that the person who alleges payment has the burden of proving that payment has indeed been made.⁴² On this score, we quote with concurrence the relevant disquisition of Commissioner Lopez-Baluyut, viz.:

Complainant alleged that respondent received Three thousand eight hundred ([PHP] 3,800.00) from defendant Nugas and an amount of Two thousand pesos ([PHP] 2,000.00) from defendant Pepino. However, the two (2) Acknowledgment Receipts from Rubia Law Office both dated March 31, 1998 evidencing partial payment of their obligation show that said law office thru respondent herself received the amount of One thousand pesos ([PHP] 1,000.00) from defendant Nugas and Two thousand pesos ([PHP] 2,000.00) from defendant Pepino, respectively. Based on the conversations between the parties complainant was not informed about said payment and upon careful scrutiny of the evidence submitted, no reference can be found that respondent apprised her client or turned over said amounts to the complainant. The Complaint filed in court on June 1, 1998 is also silent as to the payments that were coursed through the respondent as the payments were not deducted [from] the amount originally claimed as obligations of the defendants to the complainant. It can be inferred that there was bad faith on the part of respondent considering that said payments were not disclosed in the complaint when payments were tendered personally to her prior to the institution of the complaint. It is established that respondent received the amount of One thousand pesos ([PHP] 1,000.00) from defendant Nugas and Two thousand pesos ([PHP] 2,000.00) from defendant Pepino, respectively. Consequently, the undersigned is convinced that respondent violated Canon 16 and Rules 16, 16.01 and 16.03 of Code of Professional Responsibility.⁴³

In 1998, the sum of PHP 3,000.00 was quite substantial, when the Philippines, along with other Southeast Asian countries, was reeling from the 1997 Asian Financial Crisis. From a stable exchange rate of PHP 26.40 to a U.S. Dollar, the Philippine Peso considerably weakened by January 1998 with an exchange rate of PHP 42.70 to a U.S. Dollar. Through the sharp depreciation of the Philippine Peso, the financial system's reaction, the dramatic decline in trade, and the fall in investments, all drove the Philippine economy to the ground.⁴⁴ It should be in this economic context that Regodoz's relentless pursuit of the PHP 3,000.00 should be understood. To her, it was a substantial amount of money, and its value to her was so that she still pursued it in 2018 when she filed the administrative complaint against Atty. Rubia. Further, in 2024, the amount would be equivalent to about PHP 8,774.616.⁴⁵

⁴² *Edison (Bataan) Cogeneration Corp. v. Commissioner of Internal Revenue*, 817 Phil. 495, 506 (2017) [Per J. Del Castillo, First Division].

⁴³ *Rollo*, p. 163.

⁴⁴ The Asian Financial Crisis and Philippine Responses: Long Run Considerations. See https://www.ide.go.jp/library/English/Publish/Periodicals/De/pdf/99_04_04.pdf (Last accessed on July 28, 2024).

⁴⁵ <https://filgit.com/philippine-inflation-calculator> (last accessed on July 20, 2024).

Besides, what should be considered here is not the mathematical value of the amount but the personal value it had to Regodoz, who earned her money while working as a domestic worker in Hong Kong.

Anent Atty. Rubia’s failure to file her answer and position paper before the IBP-CBD, the Court finds her claim of depression as flimsy, if not bereft of credence. For one, her supposed state of depression has not been established. It is her mere say so. Nothing more. As it was, she has not produced any medical certificate or corroborative testimony to support such allegation. Verily, absent any valid justification, Atty. Rubia’s failure or refusal to answer the complaint against her, is evidence of her contumacious attitude toward lawful orders of the court and illustrates her meager regard for her oath of office.⁴⁶

On whether Atty. Rubia has the duty to return to Regodoz the amount of PHP 900.00 which she allegedly received from the sister of Regodoz as filing fee for a case to be refiled against Pepino, we are in accord with the observation of Commissioner Lopez-Baluyut that the narration of Regodoz with respect to the sequence of events did not jive with what actually transpired before the trial court. The complaint against Pepino was dismissed on April 6, 2004 but Regodoz claimed that Atty. Rubia was given money for the refiling of the complaint on January 20, 2000. Commissioner Lopez-Baluyut observed that Regodoz could not have predicted that the complaint against Pepino would be dismissed in 2004 by giving money for refiling way back in 2000.⁴⁷

As for the penalties, misappropriating a client’s funds is considered a serious offense. Canon VI, Section 33(g) of the CPRA states:

CANON VI
ACCOUNTABILITY

...

SECTION 33. *Serious offenses.* – Serious offenses include:

...

(g) Misappropriating a client’s funds or properties;

...

- The value of ₱3,000 in 1998 is equivalent to ₱8,774.616 in 2024.
- This means that what cost ₱3,000 in 1998 would have cost ₱8,774.616 in 2024.
- The purchasing power of the peso has depreciated by 192.49% from 1998 to 2024.

⁴⁶ See *Flora III v. Luna*, 842 Phil. 160, 165 (2018) [Per J. Del Castillo, First Division].

⁴⁷ *Rollo*, p. 164.

Meanwhile, failure to comply with the orders of the IBP amounts to a less serious offense under Canon VI, Section 34(c) of CPRA:

CANON VI
ACCOUNTABILITY

...
SECTION 34. *Less serious offenses.* – Less serious offenses include:
...

(c) Violation of Supreme Court rules and issuances in relation to Bar Matters and administrative disciplinary proceedings, including willful and deliberate disobedience of the orders of the Supreme Court and the IBP[.]

As for the corresponding sanctions, if the respondent is found guilty of a serious offense, any of the following sanctions, or a combination thereof, shall be imposed: 1) disbarment; 2) suspension from the practice of law for a period exceeding six months; 3) revocation of notarial commission and disqualification as notary public for not less than two years; or 4) a fine exceeding PHP 100,000.00.⁴⁸

Additionally, if the respondent is found guilty of a less serious offense, any of the following sanctions, or a combination thereof, shall be imposed: 1) suspension from the practice of law for a period within the range of one month to six months, or revocation of notarial commission and disqualification as notary public for less than two years; 2) a fine within the range of PHP 35,000.00 to PHP 100,000.00.⁴⁹

Relatedly, Canon VI, Section 38(b) of the CPRA enumerates the aggravating circumstances which the Court may consider in modifying the imposable sanctions. These are: 1) finding of previous administrative liability where a penalty is imposed, regardless of inature or gravity; 2) age; 3) number of years in the practice of law; 4) employment of fraudulent means to conceal the offense; 5) respondent's act or omission was tainted with bad faith or malice, except when it is an element of the offense; 6) lack of remorse; 7) failure to comply with the orders of the Court and the IBP in relation to an administrative case; and 8) other analogous circumstances.

As noted by Commissioner Lopez-Baluyut, Atty. Rubia had been administratively sanctioned as a lawyer twice before, viz.:

⁴⁸ CPRA, Canon VI, sec. 37 (a).

⁴⁹ CPRA, Canon VI, sec. 37 (b).

- 1) On October 2, 2009, in *Ceniza v. Rubia*,⁵⁰ Atty. Rubia was administratively sanctioned for delaying action on her client's legal concerns until payment of her acceptance fee only to sever her engagement by reason of her so-called heavy workload. Consequently, Atty. Rubia was found guilty of violation of Rule 18.03 and Canon 22 of the CPR. She was suspended from the practice of law for six months with warning that similar infractions in the future will be dealt with more severely; and
- 2) On July 8, 2018, in *Dimayuga v. Rubia*,⁵¹ Atty. Rubia was found guilty of gross misconduct and insubordination for repeatedly failing to heed the Court's directives to comment on the complaint filed against her. She was found to have blatantly disregarded or defied the law when she prepared and notarized a deed of sale over a parcel of land even though the conveyance was within the prohibited period under Republic Act No. 6657. Consequently, she was found guilty of violating Section 27, Rule 138 of the Rules of Court, Canon 1 and Rule 15.07 of the CPR, and the Rules on Notarial Practice. She was suspended from the practice of law for three years effective immediately with stern warning that future infractions shall be dealt with more severely. She was disqualified from being commissioned as a notary public for a period of three years and her notarial commission was revoked.

Yet, the Court notes that Regodoz's complaint pertains to Atty. Rubia's receipt of PHP 3,000.00 on March 31, 1998. Meanwhile, in *Ceniza*, the complaint against Atty. Rubia was for her unethical conduct in 2002, while in *Dimayuga*, the unethical conduct imputed against Atty. Rubia were committed from 2002 and 2003. Based on the sequence of events, the subject of complaint here predated those in *Ceniza* and *Dimayuga*, thus, making it Atty. Rubia's first offense. Verily, it would be unjust to consider *Ceniza* and *Dimayuga* as aggravating circumstances here for their retroactive application would be unjust to Atty. Rubia.

Consequently, the Court imposes two separate sanctions on Atty. Rubia. For the serious offense of misappropriating her client's funds, Atty. Rubia is suspended from the practice of law for two years. As for the serious offense of disobeying the lawful orders of the IBP, Atty. Rubia is fined PHP 35,000.00. Further, Atty. Rubia is sternly warned that future infractions shall be dealt with more severely.

⁵⁰ 617 Phil. 202, 211–212 (2009) [Per J. Ynares-Santiago, Third Division].

⁵¹ 835 Phil. 4, 9–12 (2018) [Per J. Tijam, *En Banc*].

As for the PHP 3,000.00 collected by Atty. Rubia from Nugas and Pepino, the same should be turned over to Regodoz within three months from notice. Canon VI, Section 41 of CPRA states:

SECTION 41. *Payment of fines and return of client's money and property.* — When the penalty imposed is a fine or the respondent is ordered to return the client's money or property, the respondent shall pay or return it within a period not exceeding three (3) months from receipt of the decision or resolution. If unpaid or unreturned, the Court may cite the respondent in indirect contempt.

ACCORDINGLY, respondent Atty. Vivian G. Rubia is:

1. declared **GUILTY** of violating Canon VI, Section 33(g) of the Code of Professional Responsibility and Accountability. She is **SUSPENDED** from the practice of law for **TWO YEARS**;
2. declared **GUILTY** of violating Canon VI, Section 34(c) of the Code of Professional Responsibility and Accountability. She is **FINED** PHP 35,000.00 and ordered to pay the same within three months from receipt of the Decision;
3. directed to **RETURN** the sum of PHP 3,000.00 to complainant Melinda B. Regodoz within three months from receipt of the Decision; and
4. **STERNLY WARNED** that future infractions shall be dealt with more severely.

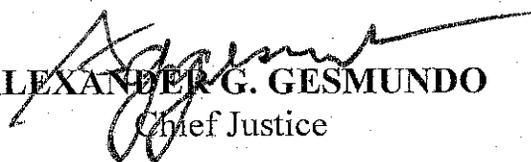
Further, the Manifestation of Utmost Apology unto this Honorable Court, A Motion for Reconsideration and/or a Belated Answer dated June 20, 2024 is **NOTED**.

This Decision is **IMMEDIATELY EXECUTORY**.

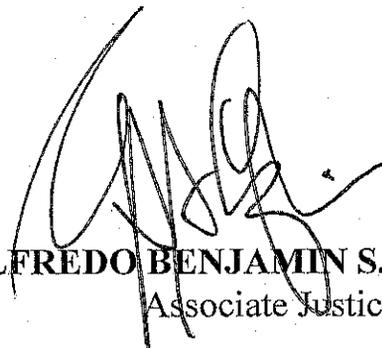
Let copies of this Decision be furnished the Office of the Bar Confidant, to be appended to the personal record of respondent Atty. Vivian G. Rubia as an attorney; the Integrated Bar of the Philippines National Office and the local chapter to which she belongs, for their information and guidance; and the Office of the Court Administrator, for dissemination to all the courts in the country.

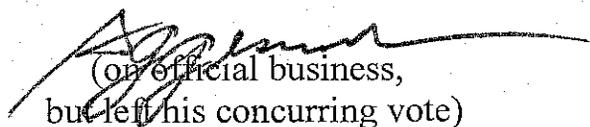


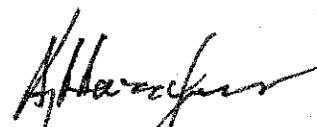
SO ORDERED.

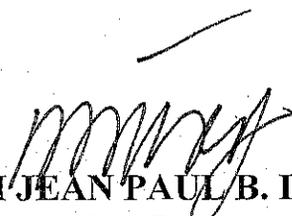

ALEXANDER G. GESMUNDO
Chief Justice

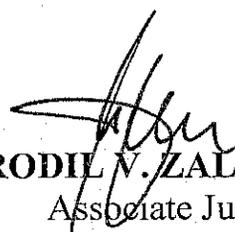

MARVIC M.V.F. LEONEN
Senior Associate Justice

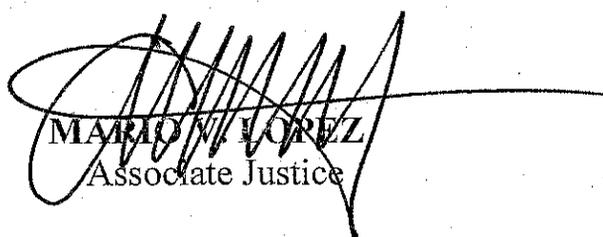

ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

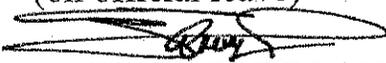

(on official business,
but left his concurring vote)
RAMON PAUL L. HERNANDO
Associate Justice

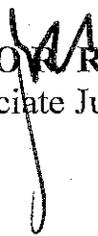

AMY C. LAZARO-JAVIER
Associate Justice


HENRI JEAN PAUL B. INTING
Associate Justice


RODIL V. ZALAMEDA
Associate Justice


MARIO V. LOPEZ
Associate Justice

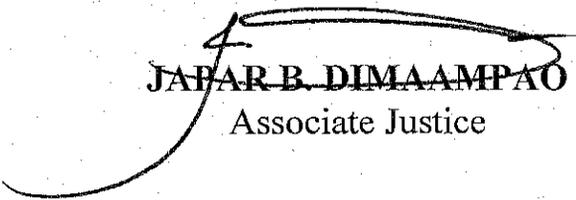
(on official leave)

SAMUEL H. GAERLAN
Associate Justice



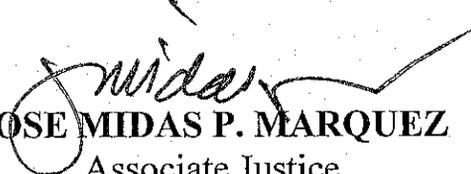
RICARDO ROSARIO
Associate Justice



JHOSEP LOPEZ
Associate Justice



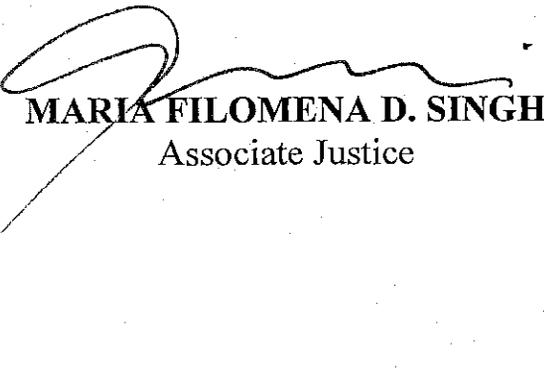
JAFAR B. DIMAAMPAO
Associate Justice



JOSE MIDAS P. MARQUEZ
Associate Justice



ANTONIO T. KHO, JR.
Associate Justice



MARIA FILOMENA D. SINGH
Associate Justice