



Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

NOTICE

Sirs/Mesdames:

Please take notice that the Court, Third Division, issued a Resolution dated January 27, 2020, which reads as follows:

“A.C. No. 12616 (*Marvin Daguinod, et al. v. Atty. Jay S. Sangalang*).
– The instant administrative case¹ was filed by complainants Marvin Daguinod (Marvin) and Maribeth Daguinod Pacheco (Maribeth) against Atty. Jay S. Sangalang (Sangalang) for Grave Misconduct in relation to Canon 1, Rule 1.01² of the Code of Professional Responsibility.

Facts of the Case

Complainant Marvin worked as cashier at Jollibee Alphaland. He was tasked to manage and replenish funds in the cashier machines or the Point of Sale System (POS). One of the managers at that Jollibee fast food branch was suspicious that Marvin takes money from the POS, which he was in-charge of. Thus, the manager instructed the security guard, Jaime Rivero, to observe Marvin during his shift.³

On 10 April 2011, Marvin was assigned to work. On or about 7:00 a.m. of the same day, Marvin took the order of one of the customers. The security guard noticed that after Marvin took the order of the customer, Marvin gave the change to the customer but did not print out a receipt of the transaction. The security guard asked the customer if a receipt was issued in relation to the transaction, to which the customer replied in the negative. Immediately thereafter, the security guard reported the incident to the manager-on-duty. After reviewing the sales records, and that no transaction of said customer was logged, the manager-on-duty instructed the security guard to ask for the receipt from Marvin.⁴

¹ Rollo, pp. 1-5.

² CANON 1 - A lawyer shall uphold the Constitution, obey the laws of the land and promote respect for law and legal processes.

Rule 1.01 - A lawyer shall not engage in unlawful, dishonest, immoral or deceitful conduct.

³ Rollo, p. 11.

⁴ Id.

In order to produce the receipt requested, Marvin punched in the order previously made by the customer as "late punch." Marvin explained that his failure to issue the receipt was due to a technical malfunction of the cash register. The manager-on-duty ordered an emergency cut-off in the work shift of Marvin in order for him to render an accounting of money in the latter's assigned cash register. The audit yielded an excess amount of ₱106.00. The manager-on-duty proceeded inquiring the reason for the excess amount. During the investigation, the manager-on-duty learned that Marvin, at times, uses a manager code to void transactions. Marvin clarifies that he assumed that his use of the manager code was authorized because, for the time efficiency, specially during busy hours at the fast food chain, he would sometimes be handed a swipe card bearing the manager code. Marvin strongly denies taking money from the cash register and claims he was forced to admit to the infraction. The manager-on-duty, on the other hand, claims that: (1) Marvin admitted his use of another manager's code to void logged transactions in the register so that he can take the money paid to the corresponding voided transaction; and (2) that Marvin has taken a total amount of ₱5,500.00 since March 2011.⁵

As a result, Marvin was brought, on the same day, to the Makati Police Station where he was committed in jail.⁶ Complainant Maribeth, sister of Marvin, arrived at the police station to confer with her brother. She learned from Marvin that he was forced, intimidated, and threatened into making a confession at the Jollibee branch for stealing money. Maribeth immediately proceeded to the Jollibee branch in order to plead the release of her brother from jail. The manager-on-duty advised Maribeth to talk to the company lawyer, Sangalang, and store manager, Julius Paul I. Peñafuerte.⁷

On 11 April 2011, Sangalang and the store manager arrived at the police station. Maribeth inquired with them what she can do for the immediate release of her brother from jail. She claims that Sangalang and the store manager advised her to secure Marvin's confession of taking money from the fast food branch. Sangalang and the store manager promised that with the confession of Marvin, they will be able to convince the owner of the Jollibee branch to withdraw from pressing charges, and to reinstate Marvin to employment with a condition of installment payment of the money he had taken from the fast food branch.⁸

After learning about the discussion between Maribeth and Sangalang and the store manager, Marvin refused to execute a letter because he had already been forced to confess at the Jollibee branch and consequently had been put to jail. However, due to the prodding of Maribeth, Marvin executed a confession letter. Upon presentation of the letter to Sangalang and the store manager, both did not find the letter acceptable because it was undated,

⁵ Id. at 14.

⁶ Id. at 16.

⁷ Id. at 1-2.

⁸ Id. at 2.

unsigned, and without indication of the specific amount of Marvin's liability. Maribeth asked her brother to execute another letter taking note of the details as specified by Sangalang and the store manager. Again, Marvin refused to execute a new letter. He reiterates that he was forced at the Jollibee branch to confess stealing ₱5,500.00. The store manager then approached Maribeth and Marvin, advising Marvin that the store manager needed the confession on a separate sheet of paper indicating the amount of ₱10,000.00 as Marvin's liability. The store manager persuaded Maribeth and Marvin that this will be more convincing to the fast food chain owner to withdraw from pressing charges. As a result, Marvin executed the confession letter per instruction.⁹

On April 13, 2011, Marvin was released from jail. However, to his surprise, a complaint-affidavit with the public prosecutor had been filed against him for attempted qualified theft. The letter executed by Marvin was used as evidence in filing the criminal complaint. In the counter-affidavit of Marvin, he stood by his innocence and explained that he was forced to make a confession for a crime that he did not commit. Sangalang, at the preliminary investigation, threatened to file a perjury case against Marvin for executing the counter-affidavit. Maribeth and Marvin claimed that Sangalang engaged in a deceitful conduct to obtain evidence for his client, which is against Canon 1, Rule 1.01 of the Code of Professional Responsibility¹⁰.

Sangalang, for his part, denies convincing Maribeth and Marvin to write confession letters so that he can influence the owner of the fast food branch to desist from filing a criminal case.¹¹ Sangalang claims that there was no prohibition for Maribeth to approach and talk to him and the store manager. He emphasizes that it was Maribeth who first approached him and the store manager, offering settlement for the release of Marvin. No coercion or trickery had been employed for Marvin to execute the settlement letters. The execution of the settlement letters was not in violation of any constitutional rights of Marvin because they were not authored during custodial investigation or inquest, which needed the assistance of counsel. The letters were in the nature of volunteered statements not covered by the constitutional provision on custodial investigations. Moreover, a perusal of the letters executed by Marvin would reveal that they were more of a settlement of the civil aspect of the case rather than a confession to the crime. In any case, even without the letters, Sangalang claims that he has sufficient evidence to prosecute the criminal case against Marvin.¹²

Sangalang stresses that he was acting lawfully and pursuant to his duties as counsel for his client when he received the letters of Marvin. However, he claims that he did not have authority to address or decide on

⁹ Id. at 2-3.

¹⁰ Id. at 3-4.

¹¹ Id. at 7-8.

¹² Id. at 50-54.

matters regarding the settling of the civil aspect of Marvin's case, and advised Maribeth and Marvin to approach the supervisors of the company that owns that fast food chain branch.¹³

Recommendation of the Integrated Bar of the Philippines Commissioner and Board of Governors

Proceedings before the Commission on Bar Discipline of the Integrated Bar of the Philippines (IBP) ensued. In a Report and Recommendation dated November 9, 2017,¹⁴ the IBP, through Commissioner Wilfredo J.E. Reyes, recommended the suspension of Sangalang from the practice of law for one year.¹⁵ The IBP held that Sangalang "took advantage of a person without training in law and misled her (Maribeth) into doing things against their interest."¹⁶ Sangalang should have advised Maribeth to get a lawyer to assist them, and from then, should have ceased from engaging further interaction.¹⁷ The IBP held that the actuations of Sangalang do not appear to be a miscalculation or mistake. The IBP gave credence to Maribeth's and Marvin's claims, especially because the version of facts of Sangalang, in relation to obtaining letters executed by Marvin, were consistent. Insinuating a settlement offer was a subtle way of extracting an extrajudicial confession, which is in violation of the Miranda Rights of Marvin.¹⁸ The IBP found Sangalang accountable for grave misconduct in violation of Canon 1, Rule 1.01 of the Code of Professional Responsibility.¹⁹

On review,²⁰ the IBP Board of Governors resolved to dismiss the complaint for lack of evidence.²¹ In an Extended Resolution²² dated January 25, 2019, the IBP Board of Governors found no violation of the canons and rules charged by Maribeth and Marvin. Sangalang did not violate any laws in using the settlement letters executed by Marvin in the prosecution of the criminal case. In fact, the letters were more of a settlement rather than a confession to the commission of a crime. Further, there was no evidence of threat or coercion used against Marvin. Hence, statements made in the letter are admissible in evidence. The IBP Board of Governors agree with Sangalang that even without the letter, the criminal case against Marvin would still have prospered considering that he committed the crime *in flagrante delicto*.²³

¹³ Id. at 51.
¹⁴ *Rollo* (Vol. II), 230-237.
¹⁵ Id. at 237.
¹⁶ Id. at 235.
¹⁷ Id. at 235.
¹⁸ Id. at 236-237.
¹⁹ Id. at 237.
²⁰ Id. at 228-229.
²¹ Id. at 238.
²² Id. at 238-247.
²³ Id. at 243-246.

The IBP Board of Governors held that Sangalang's actions do not fall short of exacting the standard required of a lawyer. The Court's duty "is not only limited to the administration of discipline to those found culpable of misconduct but also to the protection of the reputation of those frivolously or maliciously charged."²⁴ The dismissal of the case is proper for lack of substantial proof to establish Sangalang's culpability.²⁵

The Court's Ruling

An action for disbarment is the most severe form of disciplinary action and is only resorted to in cases where the lawyer demonstrates an attitude or course of conduct wholly inconsistent with approved professional standards, such as those provided in the Code of Professional Responsibility and the Lawyer's Oath. For a disbarment case to prosper, the complainant must establish one's charges with clear, convincing, and satisfactory proof considering the serious consequences of the disbarment or suspension of a member of the Bar. Otherwise, the lawyer enjoys the presumption that one is innocent of the charges filed against them.²⁶

Here, Marvin and Maribeth allege that Sangalang engaged in unlawful and dishonest conduct. They claim that Sangalang misrepresented to Marvin that the former's client will desist from filing a criminal case should Marvin execute a settlement/confession letter. Upon review of the records, this allegation was never established. In fact, it is undisputed that it was Maribeth, who first approached Sangalang and the store manager in negotiating for Marvin's immediate release. It was also Maribeth who encouraged Marvin to execute the settlement letters. Marvin even admits that his sister prodded him to execute the settlement letters.²⁷ Marvin could have refused the nudging of his sister, especially since he claims to have executed a confession of liability at the fast food branch, prior his arrest. Based on said circumstances, We give more credence to Sangalang's position that the execution of the letters was voluntary on the part of Marvin for his immediate release from jail. The only participation We find of Sangalang was when he told his client of his observations that the first letter executed by Marvin lacked the date, signature and value of Marvin's liability. This incident is different and separate from the very fact that Marvin already executed his settlement letter for his release from jail. Thus, it cannot be said that Sangalang influenced Marvin in executing said letters.

We agree with the IBP Board of Governors that no law was violated when Sangalang used the letters as evidence to his client's complaint-affidavit. His use of the letters was only in the exercise of his discretion in litigating his client's cause. Sangalang, himself, even claims that the evidence is corroborative. The prosecution of the criminal case against

²⁴ Id. at 245.

²⁵ Id at 245-246.

²⁶ *Dela Cruz v. Diesmos*, 528 Phil. 927, 933-934 (2006).

²⁷ *Rollo*, pp. 2-3.

Marvin will prosper even without said letters because he was caught in the act of taking money at the fast food branch, for which he was later apprehended.

From the foregoing, we find that Sangalang acted within the bounds of law, and he is not therefore liable for violating Canon 1, Rule 1.01 of the Code of Professional Responsibility. In the absence of convincing or clear preponderant evidence, the complaint for disbarment should be dismissed. This Court will not hesitate to extend its protective arm to those the accusations against whom are not indubitably proven.

WHEREFORE, in view of the foregoing considerations, the Resolution dated February 22, 2018 and the Extended Resolution dated January 25, 2019 of the Integrated Bar of the Philippines Board of Governors are hereby **AFFIRMED** and the complaint against Atty. Jay S. Sangalang is **DISMISSED**.

SO ORDERED."

Very truly yours,

Misael Domingue Battung III
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Division Clerk of Court

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