

## SECOND DIVISION

[ A.C. No. 9395, November 12, 2014 ]

**DARIA O. DAGING, COMPLAINANT, VS. ATTY. RIZ TINGALON L. DAVIS, RESPONDENT.**

### R E S O L U T I O N

**DEL CASTILLO, J.:**

This administrative complaint for disbarment arose from an Affidavit Complaint<sup>[1]</sup> filed by Daria O. Daging (complainant) before the Integrated Bar of the Philippines (IBP), Benguet Chapter,<sup>[2]</sup> against Atty. Riz Tingalon L. Davis (respondent).

#### ***Antecedents***

Complainant was the owner and operator of Nashville Country Music Lounge. She leased from Benjie Pinlac (Pinlac) a building space located at No. 22 Otek St., Baguio City where she operated the bar.

Meanwhile, complainant received a Retainer Proposal<sup>[3]</sup> from Davis & Sabling Law Office signed by respondent and his partner Atty. Amos Saganib Sabling (Atty. Sabling). This eventually resulted in the signing by the complainant,, the respondent and Atty. Sabling of a Retainer Agreement<sup>[4]</sup> dated March 7, 2005.

Because complainant was delinquent in paying the monthly rentals, Pinlac terminated the lease. Together with Novie Balageo (Balageo) and respondent, Pinlac went to complainant's music bar, inventoried all the equipment therein, and informed her that Balageo would take over the operation of the bar. Complainant averred that subsequently respondent acted as business partner of Balageo in operating the bar under her business name, which they later renamed Amarillo Music Bar.

Complainant likewise alleged that she filed an ejectment case against Pinlac and Balageo before the Municipal Trial Court in Cities (MTCC), Branch 1, Baguio City. At that time, Davis & Sabling Law Office was still her counsel as their Retainer Agreement remained subsisting and in force. However, respondent appeared as counsel for Balageo in that ejectment case and filed, on behalf of the latter, an Answer with Opposition to the Prayer for the Issuance of a Writ of Preliminary Injunction.<sup>[5]</sup>

In his Comment,<sup>[6]</sup> respondent denied participation in the takeover or acting as a business partner of Balageo in the operation of the bar. He asserted that Balageo is the sole proprietress of the establishment. He insisted that it was Atty. Sabling, his partner, who initiated the proposal and was in fact the one who was able to convince complainant to accept the law office as her retainer. Respondent maintained that he

never obtained any knowledge or information regarding the business of complainant who used to consult only Atty- Sabling. Respondent admitted though having represented Balageo in the ejectment case, but denied that he took advantage of the Retainer Agreement between complainant and Davis and Sabling Law Office. Thus:

3.a Prior to the engagement of the Complainant of the DAVIS and SABLING LAW OFFICE as her retainer, Novie Balageo was already one of the Clients of Respondent in several cases;

3.b Sometime in the last week of the month of May 2005, while Respondent was in his office doing some legal works, Novie Balageo called up Respondent informing the latter that his assistance is needed for purposes of conducting an inventoiy of all items at the former Nashville Country Music Lounge;

3.c Respondent [asked] Novie Balageo [the purpose of] the inventoiy [to which] the latter x x x responded x x x that she entered | into] a leas contract with the present administrator of the building, Benjie Pinlac;

3.d Respondent, to his disbelief requested Novie Balageo to go [to] the LAW OFFICE for further clarification of the matter. Thereafter, Respondent was later informed that the business of Complainant was taken over and operated by Mr. Benjie Pinlac for seven days. Furthermore, Mr. Benjie Pinlac offered the said place to Novie Balageo which the latter readily accepted;

3.e [Left] with no recourse, Respondent requested one of his staff to assist Novie Balageo in conducting an inventory. Furthermore, Respondent never acted as partner of Novie Balageo in operating the former Nashville Country Music Lounge;

3.f When Complainant filed the civil case for Ejectment against Novie Balageo and Benjie Pinlac, Respondent represented the former thereof without taking advantage of the retainership contract between the DAVIS and SABLING LAW OFFICE [and] Complainant as Respondent has no knowledge or information of any matters related by complainant to Arty. Sabling regarding the former's business:

3.g While the Complaint was pending, respondent was x x x informed by Novie Balageo and Benjie Pinlac of the truth of all matters x x x which x x x Respondent [was unaware of];

3.h However, for the interest of justice and fair play, x x x Respondent [deemed it prudent] to x x x withdraw as Counsel for Novie Balageo. Hence, Respondent filed his Motion to Withdraw As Counsel, x x x

3.i The civil case was subsequently dismissed for lack of jurisdiction over the [Complaint's] subject matter, x x x<sup>[7]</sup>