



Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

MIGUEL "LUCKY" GUILLERMO G.R. No. 223751
and AV MANILA CREATIVE
PRODUCTION CO.,

Petitioners,

Present:

CARPIO, J., Chairperson,
MENDOZA,
REYES,*
LEONEN, and
MARTIRES, JJ.

-versus-

PHILIPPINE INFORMATION
AGENCY and DEPARTMENT OF
PUBLIC WORKS AND
HIGHWAYS,
Respondents.

Promulgated:
15 MAR 2017

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DECISION

LEONEN, J.:

In determining the sufficiency of a cause of action for resolving a motion to dismiss, a court must determine, hypothetically admitting the factual allegations in a complaint, whether it can grant the prayer in the complaint.¹

This resolves the Petition for Review on Certiorari² praying that respondents Philippine Information Agency and Department of Public

* Designated as additional member per Raffle dated February 15, 2017.
¹ *Heirs of Maramag v. Maramag*, 606 Phil. 782 (2009) [Per J. Nachura, Third Division].
² *Rollo*, pp. 3-45.

Works and Highways be ordered to pay the money claims of petitioners Miguel “Lucky” Guillermo and AV Manila Creative Production, Co.

On December 10, 2010, Miguel “Lucky” Guillermo (Guillermo) and AV Manila Creative Production, Co. (AV Manila) filed a Complaint³ for a sum of money and damages before the Regional Trial Court of Marikina City, Branch 263.

Guillermo and AV Manila alleged that in the last few months of the Administration of Former President Gloria Macapagal-Arroyo (Arroyo Administration), then Acting Secretary of the Department of Public Works and Highways Victor Domingo (Acting Secretary Domingo), consulted and discussed with Guillermo and AV Manila the urgent need for an advocacy campaign (Campaign).⁴ The purpose of the Campaign was to counteract the public’s negative perception of the performance of the outgoing Arroyo Administration.⁵ After meetings with Acting Secretary Domingo and some preliminary work, Guillermo and AV Manila formally submitted in a letter-proposal dated February 26, 2010 the concept of “Joyride,” a documentary film showcasing milestones of the Arroyo Administration.⁶ Acting Secretary Domingo signed a marginal note on the letter-proposal, which read, “OK, proceed!”⁷ Guillermo and AV Manila allegedly worked on “Joyride” on a tight schedule and submitted the finished product on April 4, 2010.⁸ “Joyride” was aired on NBN-Channel 4 on April 5, 2010.⁹

Guillermo and AV Manila further claimed that communications and meetings on the Campaign and “Joyride” ensued between them and various government agencies.¹⁰ These covered instructions from government agencies, emphasis on the proprietary nature of “Joyride,” and discussions on the terms of reference, deliverables, and submissions.¹¹ Among the government agencies alleged by Guillermo and AV Manila to have been involved in the communications and meetings were: the National Economic and Development Authority and National Anti-Poverty Commission,¹² Former Cabinet Secretary Corazon K. Imperial,¹³ Department of Public Works and Highways Senior Undersecretary Manuel M. Bonoan,¹⁴ the Pro

³ Id. at 64–85.

⁴ Id. at 66, Complaint.

⁵ Id. at 65.

⁶ Id. at 67.

⁷ Id.

⁸ Id. at 68.

⁹ Id. at 69.

¹⁰ Id. at 69–71.

¹¹ Id. at 71.

¹² Id. at 69.

¹³ Id.

¹⁴ Id. at 70.

Performance System-Steering Committee (PPS-SC),¹⁵ and respondent Philippine Information Agency.¹⁶

Petitioners alleged that under the foregoing exchanges, they, working with the Department of Public Works and Highways' production team, committed to the following deliverables: (a) reproduction and distribution of a revised, expanded, and more comprehensive "Joyride" documentary, for distribution to the Department of Foreign Affairs, the Department of Transportation and Communication, Philippine consulates and embassies, and for showing to various transport sectors, as well as to the audience of the Independence Day rites on June 12, 2010 at the Quirino Grandstand in Rizal Park;¹⁷ (b) production and distribution of a "Joyride" coffee table book;¹⁸ (c) production of "Joyride" comics;¹⁹ (d) production of a "Joyride" infomercial entitled "Sa Totoo Lang!" in the form of a 45-second advertisement, which captured the essence of the full length film;²⁰ and (e) production of a "Joyride" infomercial entitled "Sa Totoo Lang-GFX", which was a representation of improved government services, presented in a 45-second advertisement.²¹ On April 20, 2010, petitioners submitted samples and storyboards of the foregoing to respondent Department of Public Works and Highways.²² Petitioner also presented to respondent Department of Public Works and Highways the total consideration for the services to be rendered and for the deliverable items committed to be delivered:

a) Production of Documentary Film "Joyride" including 5,000 copies of DVD Reproduction	P5,500,000.00
b) Production of 45secs Infomercials "Sa Totoo Lang" including Reproduction in Prints, Betacam Tapes and Film Rolls	P4,500,000.00
c) Creatives and Concept Design of "Joyride" Coffee Table Book and Comics	P4,600,000.00
d) Pre-Production Lay-out and Proofings	P 500,000.00
e) Reproduction of Video	P1,200,000.00
f) Production of Coffee Table Book	P7,500,000.00
g) Production of Comics	P1,000,000.00
h) Freight and Handling	P 200,000.00
TOTAL	P25,000,000.00 ²³

Petitioners further alleged that Acting Secretary Domingo informed them that the total consideration of ₱25,000,000.00 for their services and

¹⁵ Id. at 75.

¹⁶ Id.

¹⁷ Id. at 72.

¹⁸ Id.

¹⁹ Id.

²⁰ Id. at 73.

²¹ Id.

²² Id.

²³ Id. at 74.

deliverable items was acceptable and approved.²⁴ A Memorandum dated May 6, 2010²⁵ addressed to Former President Gloria Macapagal-Arroyo pertaining to the “Joyride” materials was issued by Acting Secretary Domingo.²⁶ It stated that petitioners were asked to produce the “Joyride” materials. A Memorandum of Agreement dated April 30, 2010²⁷ was entered into by the Road Board and respondent Philippine Information Agency. In the agreement, the Road Board was to provide ₱15,000,000.00 to be released to the Philippine Information Agency for the “Joyride” materials, and AV Manila was the preferred production agency.²⁸ Thereafter, Joan Marzan, Philippine Information Agency’s representative to PPS-SC, and Executive Assistant of Philippine Information Agency Secretary Conrado Limcauco, advised that, in light of the foregoing agreement, a separate written contract was no longer necessary.²⁹ Thus, the Philippine Information Agency instructed Guillermo to send billings directly to the Philippine Information Agency.³⁰

Petitioners averred to have delivered a total of 10,000 copies of the “Joyride” documentary to respondent Department of Public Works and Highways,³¹ and billed respondent Philippine Information Agency the amount of ₱10,000,000.00. Thereafter, petitioners delivered 10,000 “Joyride” comics to the Department of Public Works and Highways, and subsequently billed the Philippine Information Agency ₱15,000,000.00.³² No funds were released by the Philippine Information Agency.³³

Petitioners alleged in the Complaint that because of lack of funds, petitioner Guillermo had to secure financial assistance to deliver the subsequent deliverable items to defendants.³⁴ Thus, on June 23, 25, and 28, 2010, petitioners delivered copies of the “Joyride” coffee table book with DVD inserts, and comics, to the Department of Public Works and Highways.³⁵

After all the deliverables had been delivered, petitioners followed up on the payment from the Philippine Information Agency. Despite several demands, no payments were made.³⁶

²⁴ Id. at 75.

²⁵ Id. at 97.

²⁶ Id. at 98-100.

²⁷ Id. at 26.

²⁸ Id. at 77.

²⁹ Id. at 78.

³⁰ Id.

³¹ Id.

³² Id. at 79.

³³ Id. at 79-80.

³⁴ Id. at 80.

³⁵ Id.

³⁶ Id. at 81.

Petitioners said that they made demands through letters dated August 19, September 20, and October 12, 2010, to various officials of the Philippine Information Agency, under the Administration of Former President Benigno Aquino III.³⁷ However, respondents refused and failed to pay the amount of ₱25,000,000.00.³⁸

The Office of the Solicitor General moved to dismiss the Complaint for failure to state a cause of action and for failure to exhaust administrative remedies.³⁹

In the Order⁴⁰ dated August 14, 2012, the Regional Trial Court of Marikina granted the Office of the Solicitor General's Motion to Dismiss, finding that, although a contract existed between petitioners and Acting Secretary Domingo, this contract was not binding on the government of the Philippines.⁴¹ Because of absence of legal requirements for entering into a contract with the government, petitioners could not file a complaint for specific performance against the government.⁴²

Petitioners moved for reconsideration,⁴³ which the Regional Trial Court of Marikina denied in the Order⁴⁴ dated February 7, 2013.

Petitioners appealed to the Court of Appeals. In the Decision⁴⁵ dated December 18, 2015, the Court of Appeals affirmed the Regional Trial Court Order dismissing petitioners' Complaint. The Court of Appeals found that the Complaint sought to enforce a legal right based on a contract.⁴⁶ However, petitioners failed to prove the existence of a contract,⁴⁷ considering that the elements of a contract were absent.⁴⁸ The Court of Appeals also found the doctrine of *quantum meruit* inapplicable because of absence of any contract or legal right in favor of petitioners, and lack of evidence of public benefit derived from the "Joyride" project.⁴⁹ Thus, the Court of Appeals held:

³⁷ Id.

³⁸ Id. at 82.

³⁹ Id. at 127–137.

⁴⁰ Id. at 188–191. The Order was issued by Presiding Judge Armando C. Velasco of Branch 263, Regional Trial Court, Marikina.

⁴¹ Id. at 190, Regional Trial Court Order.

⁴² Id.

⁴³ Id. at 192–204.

⁴⁴ Id. at 217.

⁴⁵ Id. at 47–60. The Decision was penned by Associate Justice Nina G. Antonio-Valenzuela and concurred in by Associate Justices Fernanda Lampas Peralta and Jane Aurora C. Lantion of the Sixth Division, Court of Appeals, Manila.

⁴⁶ Id. at 56, Court of Appeals Decision.

⁴⁷ Id.

⁴⁸ Id. at 56–58.

⁴⁹ Id. at 58–59.

Having resolved that the Complaint failed to state a cause of action, we deem it unnecessary to address the other issue presented by plaintiffs-appellants pertaining to non-exhaustion of administrative remedies.

We **DISMISS** this appeal, and **AFFIRM** the Order dated 14 August 2012 issued by the Regional Trial Court, Branch 263, Marikina City.

IT IS SO ORDERED.⁵⁰

The Court of Appeals denied petitioners' Motion for Reconsideration in the Resolution⁵¹ dated February 29, 2016.

Thus, on April 20, 2016, petitioners filed this Petition.⁵²

Petitioners argue that the Court of Appeals erred when it found that petitioners had failed to prove the existence of a contract, and dismissed their appeal on that ground.⁵³ Proof of the existence of a contract is evidentiary in nature.⁵⁴ Moreover, in instances where there is no written contract, a perfected contract may be found to exist by examining prior, subsequent, and contemporaneous actions of the parties.⁵⁵ In this case, existence of a contract was shown by petitioners' submission of "Joyride" materials, and the various meetings and memoranda issued by respondents.⁵⁶ These official memoranda showed that the "Joyride" project was approved, adopted, and pushed by the Office of the President.⁵⁷

Petitioners also insist that the Court of Appeals should have found respondents liable for damages under the principle of *quantum meruit*.⁵⁸ Petitioners point out that this Court has directed the government to pay a project contractor despite the absence of public bidding, and, in case of failure to meet certain technicalities, on the basis of *quantum meruit*.⁵⁹ Petitioners claim that the principle of *quantum meruit* does not only apply to tangible things⁶⁰ and that there were countless intangible benefits reaped by the public from the "Joyride" project.⁶¹ It informed people about public

⁵⁰ Id. at 59.

⁵¹ Id. at 62–63.

⁵² Id. at 3–45.

⁵³ Id. at 24, Petition.

⁵⁴ Id.

⁵⁵ Id.

⁵⁶ Id. at 25–26.

⁵⁷ Id. at 26.

⁵⁸ Id. at 27.

⁵⁹ Id. at 28–36.

⁶⁰ Id. at 36.

⁶¹ Id. at 37.

concerns,⁶² gave them hope, and encouraged tourism and employment through information dissemination.⁶³

Respondents assert that petitioners have failed to exhaust administrative remedies.⁶⁴ Under Section 26 of Presidential Decree No. 1445,⁶⁵ all claims from or owing to the government or any of its subdivisions, agencies, or instrumentalities should be filed before the Commission on Audit.⁶⁶

Respondents also argue that the Complaint was properly dismissed for failure to state a cause of action.⁶⁷ The Complaint prayed for disbursement of public funds and was a suit against the State.⁶⁸ However, the State was immune from suit, and thus, petitioners had no cause of action against respondents.⁶⁹ Further, respondents noted that petitioners claimed “a separate contract between [them] and respondent Public (sic) Information Agency (PIA) is no longer necessary as they were instructed by respondent PIA to just send and direct the billings to them”.⁷⁰ Consequently, there was no contract on which to base petitioners’ cause of action, and the Complaint was properly dismissed.⁷¹ Additionally, the absence of public bidding for the “Joyride” project renders it null and void *ab initio*.⁷² Sections 46, 47, and 48 of Book V, Title I, Subtitle B, Chapter 8 of the Administrative Code requires appropriation before entering into a contract, as well as a certificate showing said appropriation.⁷³ Contracts entered into without these requirements are void.⁷⁴ Finally, the principle of *quantum meruit* is not applicable here because there is no showing that the public reaped benefits from petitioners’ alleged media services.⁷⁵

⁶² Id.

⁶³ Id. at 38.

⁶⁴ Id. at 356–360, Comment.

⁶⁵ Ordaining and Instituting a Government Auditing Code of the Philippines (1978).

⁶⁶ *Rollo*, pp. 356–360.

See Pres. Decree No. 1445 (1978), sec. 26, which provides:

Section 26. General jurisdiction. The authority and powers of the Commission shall extend to and comprehend all matters relating to auditing procedures, systems and controls, the keeping of the general accounts of the Government, the preservation of vouchers pertaining thereto for a period of ten years, the examination and inspection of the books, records, and papers relating to those accounts; and the audit and settlement of the accounts of all persons respecting funds or property received or held by them in an accountable capacity, as well as the examination, audit, and settlement of all debts and claims of any sort due from or owing to the Government or any of its subdivisions, agencies and instrumentalities. The said jurisdiction extends to all government-owned or controlled corporations, including their subsidiaries, and other self-governing boards, commissions, or agencies of the Government, and as herein prescribed, including non-governmental entities subsidized by the government, those funded by donation through the government, those required to pay levies or government share, and those for which the government has put up a counterpart fund or those partly funded by the government.

⁶⁷ Id. at 360.

⁶⁸ Id.

⁶⁹ Id.

⁷⁰ Id. at 366.

⁷¹ Id.

⁷² Id.

⁷³ Id. at 367.

⁷⁴ Id. at 368.

⁷⁵ Id. at 371.

The primordial issue is whether the Complaint was properly dismissed for failure to state a cause of action.

*In Zuñiga-Santos v. Santos-Gran:*⁷⁶

A complaint states a cause of action if it sufficiently avers the existence of the three (3) essential elements of a cause of action, namely: (a) a right in favor of the plaintiff by whatever means and under whatever law it arises or is created; (b) an obligation on the part of the named defendant to respect or not to violate such right; and (c) an act or omission on the part of the named defendant violative of the right of the plaintiff or constituting a breach of the obligation of defendant to the plaintiff for which the latter may maintain an action for recovery of damages. If the allegations of the complaint do not state the concurrence of these elements, the complaint becomes vulnerable to a motion to dismiss on the ground of failure to state a cause of action.

It is well to point out that the plaintiff's cause of action should not merely be "stated" but, importantly, the statement thereof should be "sufficient." This is why the elementary test in a motion to dismiss on such ground is whether or not the complaint alleges facts which if true would justify the relief demanded. As a corollary, it has been held that only ultimate facts and not legal conclusions or evidentiary facts are considered for purposes of applying the test. This is consistent with Section 1, Rule 8 of the Rules of Court which states that the complaint need only allege the ultimate facts or the essential facts constituting the plaintiff's cause of action. A fact is essential if they cannot be stricken out without leaving the statement of the cause of action inadequate. Since the inquiry is into the sufficiency, not the veracity, of the material allegations, it follows that the analysis should be confined to the four corners of the complaint, and no other.⁷⁷

Thus, to determine the sufficiency of a cause of action in a motion to dismiss, only the facts alleged in the complaint should be considered, in relation to whether its prayer may be granted. In *Heirs of Maramag v. Maramag*:⁷⁸

When a motion to dismiss is premised on this ground, the ruling thereon should be based only on the facts alleged in the complaint. The court must resolve the issue on the strength of such allegations, assuming them to be true. The test of sufficiency of a cause of action rests on whether, hypothetically admitting the facts alleged in the complaint to be true, the court can render a valid judgment upon the same, in accordance with the prayer in the complaint. This is the general rule.⁷⁹

⁷⁶ G.R. No. 197380, October 8, 2014, 738 SCRA 33 [Per J. Perlas-Bernabe, First Division].

⁷⁷ Id. at 41-43.

⁷⁸ 606 Phil. 782 (2009) [Per J. Nachura, Third Division].

⁷⁹ Id. at 792.

To sufficiently state a cause of action, the Complaint should have alleged facts showing that the trial court could grant its prayer based on the strength of its factual allegations.

The Complaint in this case prayed:

WHEREFORE, premises considered, it is respectfully prayed of this Honorable Court that, after proper proceedings, judgment be rendered ordering the defendants to jointly and severally:

1. Pay the plaintiffs the amount of PESOS: TWENTY-FIVE MILLION (Php25,000,000.00) to cover plaintiffs' services and the delivered items which were received and used by the defendants as above-mentioned;
2. Pay the plaintiff Guillermo an amount of not less than PESOS: ONE HUNDRED THOUSAND (P100,000.00) as and by way of moral damages;
3. Pay the plaintiffs an amount of not less than PESOS: ONE HUNDRED THOUSAND (P100,000.00) as and by way of exemplary or corrective damages;
4. Pay the plaintiffs an amount of not less than PESOS: ONE HUNDRED THOUSAND (P100,000.00) as and by way of attorney's fees and litigation expenses; and
5. Pay the cost of the suit.⁸⁰

To support the foregoing prayer, the Complaint attempted to lay down the elements of a contract between the petitioners on one hand, and respondents on the other. Thus, it alleged a series of communications, meetings, and memoranda, all tending to show that petitioners agreed to complete and deliver the "Joyride" project, and that respondents agreed to pay ₱25,000,000.00 as consideration.⁸¹

Assuming that the Complaint's factual allegations are true, they are not sufficient to establish that the Regional Trial Court could grant its prayer.

The Complaint attempts to establish a contract that involves expenditure of public funds. As pointed out by respondents, contracts involving the expenditure of public funds have additional requisites to be valid. Sections 46, 47, and 48 of Book V, Title I, Subtitle B, Chapter 8 of the Administrative Code provides for essential requisites for the validity of contracts:

⁸⁰ *Rollo*, p. 83, Complaint.

⁸¹ *Id.* at 69-75.

SECTION 46. *Appropriation Before Entering into Contract.* — (1) No contract involving the expenditure of public funds shall be entered into unless there is an appropriation therefor, the unexpended balance of which, free of other obligations, is sufficient to cover the proposed expenditure; and

(2) Notwithstanding this provision, contracts for the procurement of supplies and materials to be carried in stock may be entered into under regulations of the Commission provided that when issued, the supplies and materials shall be charged to the proper appropriations account.

SECTION 47. *Certificate Showing Appropriation to Meet Contract.* — Except in the case of a contract for personal service, for supplies for current consumption or to be carried in stock not exceeding the estimated consumption for three (3) months, or banking transactions of government-owned or controlled banks, no contract involving the expenditure of public funds by any government agency shall be entered into or authorized unless the proper accounting official of the agency concerned shall have certified to the officer entering into the obligation that funds have been duly appropriated for the purpose and that the amount necessary to cover the proposed contract for the current calendar year is available for expenditure on account thereof, subject to verification by the auditor concerned. The certificate signed by the proper accounting official and the auditor who verified it, shall be attached to and become an integral part of the proposed contract, and the sum so certified shall not thereafter be available for expenditure for any other purpose until the obligation of the government agency concerned under the contract is fully extinguished.

SECTION 48. *Void Contract and Liability of Officer.* — Any contract entered into contrary to the requirements of the two (2) immediately preceding sections shall be void, and the officer or officers entering into the contract shall be liable to the Government or other contracting party for any consequent damage to the same extent as if the transaction had been wholly between private parties.

In *Philippine National Railways v. Kanlaon Construction Enterprises Co., Inc.*,⁸² this Court has held that contracts that do not comply with the foregoing requirements are void:

Thus, the Administrative Code of 1987 expressly prohibits the entering into contracts involving the expenditure of public funds unless two prior requirements are satisfied. First, there must be an appropriation law authorizing the expenditure required in the contract. Second, there must be attached to the contract a certification by the proper accounting official and auditor that funds have been appropriated by law and such funds are available. Failure to comply with any of these two requirements renders the contract void.

⁸² 662 Phil. 771 (2011) [Per J. Carpio, Second Division].

In several cases, the Court had the occasion to apply these provisions of the Administrative Code of 1987 and the Government Auditing Code of the Philippines. In these cases, the Court clearly ruled that the two requirements—the existence of appropriation and the attachment of the certification—are “conditions *sine qua non* for the execution of government contracts.”

In *COMELEC v. Quijano-Padilla*, we stated:

It is quite evident from the tenor of the language of the law that the existence of appropriations and the availability of funds are indispensable pre-requisites to or conditions *sine qua non* for the execution of government contracts. The obvious intent is to impose such conditions as a *priori* requisites to the validity of the proposed contract.

The law expressly declares void a contract that fails to comply with the two requirements, namely, an appropriation law funding the contract and a certification of appropriation and fund availability. The clear purpose of these requirements is to insure that government contracts are never signed unless supported by the corresponding appropriation law and fund availability.

The three contracts between PNR and Kanlaon do not comply with the requirement of a certification of appropriation and fund availability. Even if a certification of appropriation is not applicable to PNR if the funds used are internally generated, still a certificate of fund availability is required. Thus, the three contracts between PNR and Kanlaon are void for violation of Sections 46, 47, and 48, Chapter 8, Subtitle B, Title I, Book V of the Administrative Code of 1987, as well as Sections 85, 86, and 87 of the Government Auditing Code of the Philippines.

However, Kanlaon is not left without recourse. The law itself affords it the remedy. Section 48 of the Administrative Code of 1987 provides that “the officer or officers entering into the contract shall be liable to the Government or other contracting party for any consequent damage to the same extent as if the transaction had been wholly between private parties.” Kanlaon could go after the officers who signed the contract and hold them personally liable.⁸³ (Citations omitted)

The Complaint, however, completely ignored the foregoing requisites for the validity of contracts involving expenditure of public funds. Thus, the Regional Trial Court could not order the enforcement of the alleged contract on the basis of the Complaint, and the Complaint was properly dismissed for failure to state a cause of action.

Finally, petitioners’ invocation of the principle of *quantum meruit* could not save the Complaint from dismissal. A careful reading reveals that the Complaint does not mention the principle of *quantum meruit*, or any facts showing that the public has derived any benefit from the “Joyride”

⁸³ Id. at 779–781 [Per J. Carpio, Second Division].

project. Even assuming that basis exists to reimburse petitioners under the principle of *quantum meruit*, no factual basis for its application was laid down in the Complaint. Its belated invocation does not retroactively make the Complaint sufficient.

However, as in *Philippine National Railways*, petitioners are not without recourse.

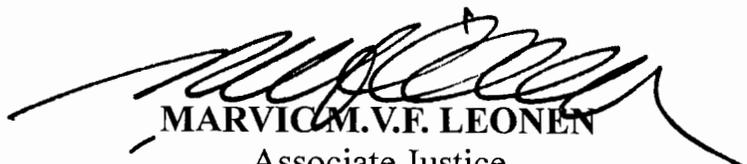
Under the Administrative Code, officers who enter into contracts contrary to Sections 46 and 47 of Book V, Title I, Subtitle B, Chapter 8 of the Administrative Code are liable to the government or to the other contracting party for damages:

SECTION 48. *Void Contract and Liability of Officer.* — Any contract entered into contrary to the requirements of the two (2) immediately preceding sections shall be void, and the officer or officers entering into the contract shall be liable to the Government or other contracting party for any consequent damage to the same extent as if the transaction had been wholly between private parties.

Thus, assuming petitioners are able to prove a contract was entered into, they may go after the officers who entered into said contract and hold them personally liable.

WHEREFORE, the Petition is **DENIED**.

SO ORDERED.


MARVIC M. V. LEONEN
Associate Justice

WE CONCUR:


ANTONIO T. CARPIO
Associate Justice
Chairperson


JOSE CATRAL MENDOZA
Associate Justice


BIENVENIDO L. REYES
Associate Justice


SAMUEL R. MARTIRES
Associate Justice

ATTESTATION

I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.


ANTONIO T. CARPIO
Associate Justice
Chairperson, Second Division

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.


MARIA LOURDES P. A. SERENO
Chief Justice

