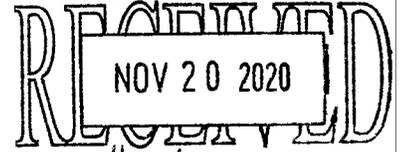




Republic of the Philippines
Supreme Court
Manila

EN BANC

SUPREME COURT OF THE PHILIPPINES
PUBLIC INFORMATION OFFICE



BY: Henry
TIME: 11:00 am

**LOURDES E. ELANGA and
NILO ELANGA** represented
by their Attorneys-in-Fact
**EVELYN E. VELOSO and
MELLY ELANGA,**
Complainants,

A.C. No. 12030

Present:

**PERALTA, C.J.,
PERLAS-BERNABE,
LEONEN,
CAGUIOA,*
GISMUNDO,
HERNANDO,
CARANDANG,
LAZARO-JAVIER,
INTING,
ZALAMEDA,
LOPEZ,
DELOS SANTOS,*
GAERLAN, and
BALTAZAR-PADILLA,** JJ.**

- versus-

ATTY. RUTILLO B. PASOK,
Respondent.

Promulgated:
September 29, 2020

X-----X

DECISION

HERNANDO, J.:

This is a Complaint¹ for disbarment filed by complainants Lourdes E. Elanga (Lourdes) and Nilo E. Elanga (Nilo) against respondent Atty. Rutillo B. Pasok (Atty. Pasok) before the Integrated Bar of the Philippines Commission on Bar Discipline (IBP-CBD) for alleged violation of the Lawyer's Oath and the Code of Professional Responsibility (CPR).

* On official leave.

**On leave.

¹ Rollo, Vol. I, pp. 2-8.

The Facts:

Atty. Pasok is the legal counsel of the plaintiffs² in Civil Case No. 204 against the Elangas for Partition, Recovery of Ownership and Possession, Accounting and Share, Attorney's Fees and Damages pending before Branch 15 of the Regional Trial Court (RTC) of Cotabato City.³ Lourdes is the eldest sister of the plaintiffs and Nilo is her son.⁴

The clients of Atty. Pasok alleged that the Elangas failed to deliver a copy of the Original Certificate of Title No. V-2044 which is in their possession after Nilo redeemed the lot from the Development Bank of the Philippines (DBP). Conversely, Lourdes and Nilo argued that the plaintiffs did not reimburse them for the redemption of the lot.

In a March 25, 2002 Decision,⁵ Branch 15 of the RTC of Cotabato City required the clients of Atty. Pasok to reimburse Nilo the amount of ₱162,178.03 representing the redemption price plus interest, penalties, as well as damages and attorney's fees. On appeal, the Court of Appeals deleted the awards for damages, attorney's fees, and appearance fees.⁶ The said decision became final and executory.⁷ Despite failing to settle their obligation, the plaintiffs still demanded for the delivery of the copy of the title of the property.⁸ As impressed upon the Court, the said civil case is still in the execution stage.

Relevantly, Lourdes and Nilo alleged that during the pendency of Civil Case No. 204, Atty. Pasok entered into a series of transactions involving the subject lot under litigation, *viz.*:

- a.) [Notarization] of a Deed of Extra-Judicial Partition⁹ dated 7 May 1999 which complainant Lourdes Elanga denied having signed, hence [the] allegation of forgery and falsification;
- b.) [Notarization] of a Real Estate Mortgage¹⁰ dated 8 October 2001, without the knowledge and consent of complainants [Lourdes and Nilo Elanga as well as the trial court];

² Heirs of Deceased Spouses Gregorio Erazo, Sr. and Felomina Esgrina, namely: Catalina Erazo Dela Gracia, Rosario Erazo Baladiang, Herman Erazo, Florentino Erazo, Rebecca Erazo Esteral, Narcisa Erazo Esteral, Gregorio Erazo, Jr. and Francisco Erazo; *id.* at 19.

³ *Rollo*, Vol. I, p. 3.

⁴ *Id.* at 245.

⁵ *Id.* at 19-20.

⁶ *Id.* at 106-114; docketed as CA-G.R. CV No. 79925; Decision dated June 29, 2010 penned by Associate Angelita A. Gacutan and concurred in by Associate Justices Rodrigo F. Lim, Jr. and Nina G. Antonio-Valenzuela.

⁷ *Id.* at 389.

⁸ *Id.* at 3-4, 53.

⁹ *Id.* at 21-23.

¹⁰ *Id.* at 26-28.

- c.) Agreement¹¹ dated 8 October 2001 signed by respondent [Atty. Pasok] with his clients indicating the receipt of the proceeds of the said mortgage [in the amounts of P23,782.00 and P162,178.03];
- d.) Promissory Note¹² dated 8 October 2001 notarized by respondent [Atty. Pasok relative] to the above stated Real Estate Mortgage[;]
- e.) Receipt [by] respondent [Atty. Pasok] of the amount of P 23,782.00 from the proceeds of the above stated Real Estate Mortgage transaction;
- f.) Alleged retention by respondent [Atty. Pasok] of P162,178.03, the amount paid by complainant Nilo Elanga to redeem the subject lot from the bank.¹³

In his Answer,¹⁴ Atty. Pasok denied falsifying the signature of Lourdes in the Deed of Extra-Judicial Partition.¹⁵ He claimed that his clients and the Elangas met with him personally because they have settled their differences. During the meeting, they executed the Deed of Extra-Judicial Partition in anticipation of the urgent sale of the subject lot.¹⁶ He countered that the Elangas refused to deliver the copy of the title of the lot and to receive the reimbursement from the plaintiffs.¹⁷ In addition, he admitted that he prepared and notarized the Deed of Extra-Judicial Partition, and that Lourdes signed the said document personally before him.¹⁸ Likewise, he averred that he received the amount of ₱23,782.00 from his clients as reimbursement for his transportation expenses.¹⁹

Notably, in a Joint Affidavit²⁰ dated October 4, 2012, Atty. Pasok's clients stated that they paid him ₱23,782.00 as part of his attorney's fees.²¹

In their Reply,²² the Elangas contended that Atty. Pasok allowed his clients to mortgage the subject property without their (Elangas) conformity despite his knowledge that Civil Case No. 204 was still pending and even notarized the document evidencing the mortgage and received a portion of the proceeds of the mortgage.²³

¹¹ Id. at 29.

¹² Id. at 30.

¹³ *Rollo*, Vol. II, p. 855.

¹⁴ *Rollo*, Vol. I, pp. 32-68.

¹⁵ Id. at 36.

¹⁶ Id. at 51.

¹⁷ Id. at 55.

¹⁸ Id. at 59, 179.

¹⁹ Id. at 60-62, 181-182.

²⁰ Id. at 91-94.

²¹ Id. at 92.

²² Id. at 153-161.

²³ Id. at 155-156, 202-203.

Report and Recommendation of the IBP:

In a Report and Recommendation²⁴ dated February 26, 2014, the Investigating Commissioner²⁵ of the IBP-CBD found that Atty. Pasok violated the provisions of the CPR and the Lawyer's Oath, as follows:

x x x [R]espondent's participation as a notary public in the execution of Real Estate Mortgage x x x of the property subject of litigation without the knowledge and consent of the petitioners and of the Court; and this despite his knowledge that the TITLE of the property is in [the] possession of the petitioners; the preparation and execution of an Agreement dated October 8, 2002 x x x simultaneous with the execution of the Real Estate Mortgage wherein he allowed Francisco Erazo to get the share of Lourdes Elanga without minding the fact that Francisco Erazo (respondent's client), and Lourdes Elanga are opposing parties in Civil Case No. 204, thus, it was impossible for Francisco to represent Lourdes; that respondent notarized the Real Estate Mortgage even without the signatures of Lourdes Elanga (co-owner of the property) and Nilo Elanga; that respondent together with his clients, received the amount of P400,000.00 out of the said Real Estate Mortgage transaction wherein [Atty. Pasok] received the amount of P23,782.00 as stated [in the] said Agreement; and that respondent retained the amount of P162,178.03, wherein said amount [was] not [turned over to] herein complainants [Lourdes and Nilo] (defendants in the civil case) nor said amount was consigned to the court.²⁶

The Investigating Commissioner recommended that Atty. Pasok be reprimanded.²⁷

In Resolution²⁸ No. XXI-2015-149, the IBP-BOG adopted the findings of the Investigating Commissioner with modification as to the recommended penalty in that Atty. Pasok should be suspended from the practice of law for one (1) year. The IBP-BOG found that Atty. Pasok violated Rules 1.01, 1.02 and 1.03 of Canon 1 of the CPR as well as the Lawyer's Oath.

Aggrieved, Atty. Pasok filed a Motion for Reconsideration²⁹ which the IBP-BOG denied in its Resolution³⁰ No. XXI-2017-865.

Undeterred, Atty. Pasok filed a Petition for Review³¹ assailing the IBP-BOG's Resolutions before the Court which We referred to the Office of the Bar Confidant (OBC) for its evaluation, report and recommendation.

²⁴ Id. at 245-250.

²⁵ Suzette A. Mamon.

²⁶ *Rollo*, Vol. I, p. 248.

²⁷ Id. at 249-250.

²⁸ Id. at 244.

²⁹ Id. at 251-279.

³⁰ *Rollo*, Vol. II, pp. 407-408.

³¹ Id. at 419-505.

Report and Recommendation of the OBC:

In a Report and Recommendation³² dated July 18, 2019, the OBC recommended the suspension of Atty. Pasok from the practice of law for three (3) years given that he committed several infractions.

The OBC found Atty. Pasok's participation as a notary public in the Deed of Extra-Judicial Partition and the Deed of Real Estate Mortgage highly improper considering that he knew that the copy of the title was still with the Elangas and that they (Elangas) did not sign the said documents. Similarly, the OBC found that Atty. Pasok was being dishonest when he signed an Agreement allowing one of his clients (Francisco Erazo) to receive Lourdes's share even if they were opposing parties in a pending civil case.³³

Also, the OBC found as inappropriate and irregular Atty. Pasok's receipt of ₱23,782.00 and ₱162,178.03 from the proceeds of the mortgage agreement which he himself notarized.

Taking these into account, the OBC found that Atty. Pasok had fallen short of the high standard of morality, honesty, integrity and fair dealing required of him as a lawyer. Atty. Pasok used his knowledge of the law to secure undue gains for himself even when he knew that the practice of law is imbued with public interest and that he has duties to his clients, his fellow lawyers, the courts, and the public to act in accordance with the law.³⁴

The Ruling of the Court

The Court adopts the findings of the OBC but modifies its recommended penalty to suspension from the practice of law for five (5) years, revocation of his current notarial commission, if any, and disqualification from being commissioned as notary public for five (5) years.

Atty. Pasok argues that the instant Complaint was not properly notarized.³⁵ He asserts that Lourdes was ill and bedridden in Sultan Kudarat during the execution of the Complaint and that Nilo could not have personally appeared before the notary public whose office is in Malabon City. Moreover, he claims that the attorneys-in-fact of the Elangas who permanently reside in Marilao, Bulacan, could have brought the prepared Complaint to Sultan Kudarat for Lourdes and Nilo to sign; thus, the same was not personally signed and sworn to before the notary public in Malabon City.³⁶

³² Id. at 855-857.

³³ Id.

³⁴ Id.

³⁵ See *Rollo*, Vol. I, p. 11.

³⁶ *Rollo*, Vol. II, pp. 444-446.

Moreover, Atty. Pasok avers that the IBP-BOG did not clearly state the facts and its reasons for increasing the penalty to a one-year suspension, contrary to Section 12, Rule 139-B³⁷ of the Rules of Court.³⁸ In the same manner, Atty. Pasok argues that the Investigating Commissioner's Report and Recommendation tackled issues which were not raised in the Complaint.³⁹

Our Ruling

Atty. Pasok's contentions fail to persuade.

Atty. Pasok's claim of irregularity in the notarization of the instant Complaint is speculative at best and not supported by proof. His arguments were pure conjectures and unverified. Moreover, he did not convincingly demonstrate that it was absolutely impossible for the Elangas to appear before the notary public in Malabon City. In any case, assuming that the Elangas did not personally appear before the notary public, such defect is not fatal to the Complaint's validity. In line with this, Section 11, Rule 139-B of the Rules of Court states:

SEC. 11. Defects. – No defect in a complaint, notice, answer, or in the proceeding or the Investigator's Report shall be considered as substantial unless the Board of Governors, upon considering the whole record, finds that such defect has resulted or may result in a miscarriage of justice, in which event the Board shall take such remedial action as the circumstances may warrant, including invalidation of the entire proceedings.⁴⁰

The alleged defect in the notarization of the Complaint could not be considered substantial and did not result in a miscarriage of justice since Atty. Pasok was able to fully participate in the proceedings before the IBP. Atty. Pasok did not submit proof to substantiate his allegations. Additionally, there is a presumption of regularity⁴¹ in the performance of duty by the notary public that he notarized the Complaint in accordance with the rules, absent clear and convincing proof to the contrary.

³⁷ **SEC. 12. Review and decision by the Board of Governors.** – (a) Every case heard by an investigator shall be reviewed by the IBP Board of Governors upon the record and evidence transmitted to it by the Investigator with his report. The decision of the Board upon such review shall be in writing and shall clearly and distinctly state the facts and the reasons on which it is based. It shall be promulgated within a period not exceeding thirty (30) days from the next meeting of the Board following the submittal of the Investigator's report.

(b) If the Board, by the vote of a majority of its total membership, determines that the respondent should be suspended from the practice of law or disbarred, it shall issue a resolution setting forth its findings and recommendations which, together with the whole record of the case, shall forthwith be transmitted to the Supreme Court for final action.

x x x x

³⁸ *Rollo*, Vol. II, pp. 450-452.

³⁹ *Id.* at 469-470.

⁴⁰ RULES OF COURT, Rule 139-B, § 11.

⁴¹ See *Lozano v. Fernandez*, G.R. No. 212979, February 18, 2019 citing *Heirs of Spouses Liwagon v. Heirs of Spouses Liwagon*, 748 Phil. 675, 686 (2014).

Likewise, we are not convinced with Atty. Pasok's contention that the IBP-BOG did not explain the basis for its recommendation to increase the penalty to a suspension of one year. The IBP-BOG specifically indicated in its Resolution that it approved the Report and Recommendation of the Investigating Commissioner and thereby made the same an integral part of Resolution No. XXI-2015-149.⁴² Moreover, the IBP-BOG clearly stated in the same Resolution that Atty. Pasok violated Canon 1, Rules 1.01, 1.02 and 1.03 of the CPR, hence, it recommended the penalty of one (1)-year suspension from the practice of law. Such ratiocination, however brief, suffices since the Investigating Commissioner already adequately provided the details in the Report and Recommendation which the IBP-BOG expressly adopted. Besides, the resolutions of the IBP-BOG are only recommendatory and always subject to the Court's review.⁴³ Thus, the IBP-BOG's Resolution cannot be deemed as a final decision in this administrative case since the Court is vested with the power to either affirm, modify or reverse the IBP-BOG's Resolutions.

Atty. Pasok further argues that the Report and Recommendation tackled issues which were not raised in the Complaint.⁴⁴ This argument is bereft of merit. Suffice it to state that the Court has the authority to look into relevant issues pursuant to its disciplinary power,⁴⁵ especially when the important details were provided in the Complaint and the subsequent pleadings of both parties. Here, we find that the Complaint sufficiently raised the pertinent issues which needed to be resolved.

With regard to the substantive issues, the Elangas⁴⁶ alleged that Atty. Pasok allowed the mortgage⁴⁷ and even notarized the document evidencing the same despite knowing the pendency of Civil Case No. 204 and that the copy of the title of the subject lot was in the Elangas' possession. Purportedly, Lourdes and Nilo were likewise not made aware of the mortgage as they alleged that the signature of Lourdes was forged. Furthermore, Atty. Pasok allowed Francisco to receive Lourdes's share from the proceeds of the mortgage despite knowing that Francisco and Lourdes were opposing parties in the civil case. To make matters worse, the Agreement⁴⁸ provided that Atty. Pasok received ₱23,782.00 as part of the proceeds of the mortgage transaction. Undeniably, Atty. Pasok's receipt of part of the proceeds of the mortgage is highly irregular. Additionally, the Agreement was signed only by the plaintiffs and Atty. Pasok. Lourdes's signature is noticeably absent as supposedly, her brother Francisco, would receive her share. Yet, there was no proof presented showing that Lourdes actually agreed to this arrangement.

⁴² *Rollo*, Volo. 1, p. 244.

⁴³ *Heirs of Tan, Sr. v. Beltran*, 805 Phil. 1, 7 (2017) citing *Spouses Williams v. Enriquez*, 722 Phil. 102, 109 (2013).

⁴⁴ *Rollo*, Vol. II, pp. 469-470.

⁴⁵ See *OCA v. Judge Paderanga*, 505 Phil. 143, 154 (2005).

⁴⁶ *Rollo*, Vol. I, pp. 209-210.

⁴⁷ *Id.* at 26-28.

⁴⁸ *Id.* at 29.

Moreover, in the same Agreement, Atty. Pasok also received ₱162,178.03 from the proceeds of the mortgage supposedly for delivery and deposit to DBP to facilitate the release of the owner's copy of the title of the subject lot. This is questionable given that the said amount should be given to the Elangas and not to DBP since the Elangas already redeemed the subject lot from DBP. Curiously, though, according to Catalina Erazo Dela Gracia (one of Atty. Pasok's clients), in her Affidavit⁴⁹ dated October 15, 2015, they (the plaintiffs) gave the said amount to the Sheriff to turn over to Lourdes and Nilo. Since the Elangas refused to receive the same, the money was returned to Catalina and not to Atty. Pasok as alleged by Lourdes and Nilo. Nevertheless, regardless of who actually received the money, it was improper for Atty. Pasok to be among the recipients of the proceeds of the mortgage.

To stress, Atty. Pasok notarized the document evidencing the Real Estate Mortgage and received part of the proceeds thereof as expressly stated in the Agreement, specifically in the amounts of ₱162,178.03 and ₱23,782.00. By notarizing the mortgage document and subsequently receiving part of the proceeds thereof, Atty. Pasok violated Rule 4, Section 3 of the 2004 Rules of Notarial Practice which states:

SEC. 3. Disqualifications. – A notary public is disqualified from performing a notarial act if he:

x x x x

(b) will receive, as a direct or indirect result, any commission, fee, advantage, right, title, interest, cash, property, or other consideration, except as provided by these Rules and by law; x x x⁵⁰

Otherwise stated, Atty. Pasok was disqualified from notarizing the Real Estate Mortgage document since he will directly or indirectly gain from the mortgage's proceeds, as he in fact did thereafter.

The Elangas consistently asserted that Lourdes's signature in the Deed of Extra-Judicial Partition was forged. To prove this claim, they asked for Lourdes's signatures in relevant documents to be professionally examined. Notwithstanding this, they insisted that Atty. Pasok allowed Lourdes's signature to be forged in the said document.⁵¹ The Court will have to refrain from resolving this contention since "[d]isbarment proceedings based on falsification or forgery of public documents should not be the occasion to establish the falsification or forgery. Such bases should first be duly and competently established either in criminal or civil proceedings appropriate for that purpose."⁵²

⁴⁹ Id. at 296-297.

⁵⁰ 2004 Rules on Notarial Practice, A.M. No. 02-8-13-SC, July 6, 2004, Rule 4, § 3.

⁵¹ *Rollo*, Vol. I, pp. 337-338, 344-345.

⁵² *Flores-Salado v. Atty. Villanueva, Jr.*, 796 Phil. 40, 43 (2016).

“[T]he quantum of proof necessary for a finding of guilt in a disbarment case is substantial evidence or that amount of relevant evidence that a reasonable mind might accept as adequate to support a conclusion. The complainant has the burden of proving his allegations against respondents.”⁵³ In the case at bench, the Elangas proved with substantial evidence that Atty. Pasok committed several infractions pertaining to his participation in relevant documents concerning the opposing parties not only as a retained counsel but also as a notary public, and which involved monetary considerations which he improperly received.

In light of these circumstances, the Court finds that Atty. Pasok violated Rules 1.01, 1.02 and 1.03 of Canon 1 as well as Rule 16.01 of Canon 16 of the CPR, as follows:

CANON 1 – A LAWYER SHALL UPHOLD THE CONSTITUTION, OBEY THE LAWS OF THE LAND AND PROMOTE RESPECT FOR LAW OF AND LEGAL PROCESSES.

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

Rule 1.02 – A lawyer shall not counsel or abet activities aimed at defiance of the law or at lessening confidence in the legal system.

Rule 1.03 – A lawyer shall not, for any corrupt motive or interest, encourage any suit or proceeding or delay any man’s cause.

x x x x

CANON 16 – A LAWYER SHALL HOLD IN TRUST ALL MONEYS AND PROPERTIES OF HIS CLIENT THAT MAY COME INTO HIS POSSESSION.

Rule 16.01 – A lawyer shall account for all money or property collected or received for or from the client.

Likewise, he violated the Lawyer’s Oath⁵⁴ when he did not conduct himself as a lawyer according to the best of his knowledge and discretion with all good fidelity to the courts as well as to his clients.

Considering the totality of the circumstances in the present case, We find it apt to modify the recommendation of the OBC by increasing the

⁵³*Vantage Lighting Philippines, Inc. v. Diño, Jr.*, A.C. Nos. 7389 & 10596, July 2, 2019 citing *Cabas v. Sususco*, 787 Phil. 167, 174 (2016), as cited in *Reyes v. Nieva*, 794 Phil. 360, 379 (2016).

⁵⁴ I, x x x do solemnly swear that I will maintain allegiance to the Republic of the Philippines, I will support its Constitution and obey the laws as well as the legal orders of the duly constituted authorities therein; I will do no falsehood, nor consent to the doing of any in court; I will not wittingly or willingly promote or sue any groundless, false, or unlawful suit, nor give aid nor consent to the same; I will delay no man for money or malice, and will conduct myself as a lawyer according to the best of my knowledge and discretion with all good fidelity as well to the courts as to my clients; and I impose upon myself this voluntary obligation without any mental reservation or purpose of evasion. So help me God.⁵⁴ (Emphasis supplied)

penalty of suspension to five (5) years from the practice of law upon Atty. Pasok effective upon receipt of this Resolution for violating the Lawyer's Oath, Rules 1.01, 1.02 and 1.03, Canon 1, Rule 16.01, Canon 16 of the CPR, and Section 3, Rule 4 of the 2004 Rules on Notarial Practice,⁵⁵ as well as revocation of his current notarial commission, if any, and disqualification from being commissioned as notary public for five (5) years.

The infraction which Atty. Pasok committed as a notary public merits a revocation of his incumbent commission, if any, and a disqualification from being commissioned as a notary public for five (5) years. Withal, Atty. Pasok should bear in mind that "[l]awyers commissioned as notaries public are mandated to discharge with fidelity the duties of their offices, such duties being dictated by public policy and impressed with public interest."⁵⁶ Indeed, Atty. Pasok's "failure to properly perform his duty as a notary public resulted not only in damage to those directly affected by the notarized document, but also in undermining the integrity of the office of a notary public and in degrading the function of notarization."⁵⁷ Therefore, taking all of Atty. Pasok's transgressions as a whole, it is but appropriate that a suspension from the practice of law for five (5) years be imposed upon him.

WHEREFORE, for violating the Lawyer's Oath as well as the Code of Professional Responsibility, Atty. Rutillo B. Pasok is **SUSPENDED** from the practice of law for five (5) years effective upon receipt of this Decision with a **STERN WARNING** that a repetition of the same or similar acts shall be dealt with more severely. He is likewise found guilty of violating the 2004 Rules on Notarial Practice; thus, his present notarial commission, if presently commissioned, is **REVOKED** and he is **DISQUALIFIED** from reappointment as notary public for a period of five (5) years. He is ordered to **ACCOUNT** for the amounts of ₱162,178.03 as well as ₱23,782.00 that he received from the proceeds of the real estate mortgage with the obligation to **RETURN** the entire amount to his clients.

Respondent is **DIRECTED** to file a Manifestation to this Court that his suspension has started, copy furnished all courts and quasi-judicial bodies where he has entered his appearance as counsel.

Let copies of this Decision be furnished to the Office of the Bar Confidant, to be appended to the personal record of Atty. Rutillo B. Pasok as an attorney; to the Integrated Bar of the Philippines; and to the Office of the Court Administrator for dissemination to all courts throughout the country for their guidance and information.

⁵⁵ See *Agustin v. Laeno*, A.C. No. 8124, March 19, 2019; *Muntuerto, Jr. v. Duyongco*, A.C. No. 12289, April 2, 2019.

⁵⁶ *Orola v. Baribar*, A.C. No. 6927, March 14, 2018 citing *Agbulos v. Viray*, 704 Phil. 1, 9 (2013).

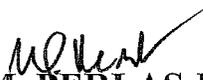
⁵⁷ *Bartolome v. Basilio*, 771 Phil. 1, 10 (2015).

SO ORDERED.


RAMON PAUL L. HERNANDO
Associate Justice

WE CONCUR:

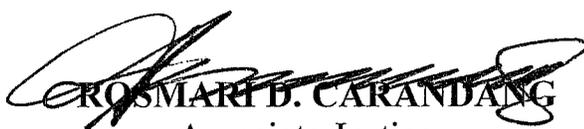

DIOSDADO M. PERALTA
Chief Justice


ESTELA M. PERLAS-BERNABE
Associate Justice


MARVIC M.V.F. LEONEN
Associate Justice

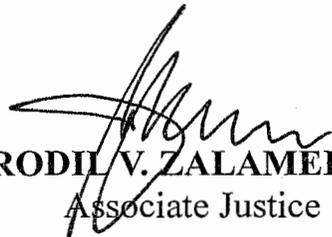
On official leave
ALFREDO BENJAMIN S. CAGUIOA
Associate Justice


ALEXANDER G. GESMUNDO
Associate Justice


ROSMARI D. CARANDANG
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
EDGARDO L. DELOS SANTOS
Associate Justice


~~**SAMUEL H. GAERLAN**~~
Associate Justice

On leave
PRISCILLA J. BALTAZAR-PADILLA
Associate Justice

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EDGAR O. ARICHETA
Clerk of Court En Banc
Supreme Court