



Republic of the Philippines  
Supreme Court  
Manila

EN BANC

EVA KRISSEL CAPAROS,

*Complainant,*

A.M. No. P-22-057 [Formerly  
OCA IPI No. 20-4993-P]

Present:

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

- versus -

DEBHEM E. FAJARDO,  
STENOGRAPHER III, BRANCH  
170, REGIONAL TRIAL COURT,  
MALABON CITY,

*Respondent.*

Promulgated:  
October 3, 2023

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DECISION

**PER CURIAM:**

We resolve the complaint-affidavit filed by Eva Krissel Caparos (complainant) against respondent Debhem E. Fajardo (Fajardo), Stenographer III, Branch 170, Regional Trial Court (RTC), Malabon City.

\* On Official Business.  
\*\* On Official Business.

In her Complaint-Affidavit<sup>1</sup> dated 30 October 2019 initially filed before the Metropolitan Trial Court (MeTC), Taguig City, complainant averred:

1. That [Fajardo] was referred to [me] by one of [my] officemates;
2. That [Fajardo] was at the time working at Branch 170 of Regional Trial Court [(RTC)] of Malabon City as court's (sic) stenographer;
3. That [Fajardo] promised to fix and file [my] annulment case at Branch 170, RTC, of Malabon;
4. That in consideration of such promise to fix [my] annulment case, [Fajardo] asked for [PHP]250,000.00 service fee;
5. That I have given a total amount of [PHP]248,000.00 to [Fajardo] in several installments;
6. That no movement was made [on my] case as promised;
7. That [I] filed a complaint in Barangay Malabon to give back the remaining balance of [PHP]100,000.00 after payment of [PHP]100,000.00 prior to the filing (sic) of the complaint in Barangay Tañong, Malabon;
8. That [Fajardo] promised to pay the [PHP]100,000.00 balance during the Brgy. hearing;
9. That up to present, despite previous demands, [Fajardo] was not able to pay the remaining balance of [PHP]100,000.00;<sup>2</sup>

Complainant thus sought to formally institute a collection/small claims case against Fajardo.

In an Order<sup>3</sup> dated 06 December 2019, the MeTC, through Presiding Judge Juan Jose P. Enriquez III, ordered the dismissal of the case. The court held that since the claim arose "from an incident involving the inappropriate conduct of a court employee (soliciting funds for a favorable annulment case decision) and not one of the provisions in [the 2016 Revised Rules of Procedure for Small Claims Cases], the proper action would be to file an administrative case rather than a small claims proceeding." The MeTC thereafter directed for the case to be transmitted to the Office of the Court Administrator (OCA) for appropriate action.

In its 1<sup>st</sup> Indorsement<sup>4</sup> dated 16 January 2020, the OCA referred the Complaint to Fajardo for comment.

<sup>1</sup> *Rollo*, p. 10.

<sup>2</sup> *Id.*

<sup>3</sup> *Id.* at 25.

<sup>4</sup> *Id.* at 26. Signed by Court Administrator Jose Midas P. Marquez (now Member of the Court), Assistant Court Administrator Lilian C. Barribal-Co, and OCA Chief of Office (Legal Office) Wilhelmina D. Geronga.

Fajardo, in her Comment<sup>5</sup> dated 24 February 2020, admitted that she owed complainant a sum of money, but denied that it emanated from a promise to fix and file the latter's annulment case. She further averred:

(1) First, I am a solo parent, thus, I shoulder all the expenses of my family. I try to make both ends meet by religiously dividing my take-home pay as Stenographer III. In the late quarter of 2016, my family was confronted with a grave financial problem when my son was involved in a case. I had to secure services of a lawyer. Until now, my son is still detained at Malabon City jail and I am expending for his case. I tried to pool money by asking from my relatives, but it was not enough. I gathered enough strength to approach Complainant who, by the way, is already my long-time friend at the time. I informed her of my financial situation and asked her if I can borrow One Hundred Thousand Pesos ([PHP]100,000.00) with a promise to repay it with interest. She accepted my offer as she really understands my situation then. At first, I was able to pay part of the principal plus interest [a] month after she granted me the loan. However, soon thereafter, I could no longer keep up with the demands of paying all my financial obligations even if I worked doubly-hard. I was already caught in a cycle of "utang-bayad-utang" with the Complainant. That is how my loan obligation with her ballooned, until she filed a complaint against me before the Lupon of Barangay Tañong, Malabon City.

(2) Second, it is worth mentioning that other than the self-serving claim of the Complainant that I received money from her in exchange of my promise to fix and file her annulment case, there is no other evidence attached to the Complaint to support it. On the contrary, records during the proceedings before the Lupon as well as the Demand Letter sent by her lawyer would show that the subject of her complaint is my "pagkakautang" which is the truth of the matter. It is only when she filed a Collection of Sum of Money that she mentioned that I promised [to fix and file] her annulment case in exchange of money, thus, her intention is really suspicious.

(3) Last, I am complying with the said loan obligation albeit having difficulty in so doing. And the reasons for such are already explained above. However, it will never be my intention to run away from it. My plea to the Complainant is for her to give me ample time to pay her. As promised during the Barangay Proceeding, I will pay her as soon as I get the proceeds of my loan from the GSIS.

On 09 July 2020, the OCA received complainant's Reply<sup>6</sup> dated 26

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<sup>5</sup> Id. at 27-29.

<sup>6</sup> Id. at 30-39.

June 2020. She maintained that her allegations against Fajardo were supported by evidence. She also included a transcript of an exchange of text messages between her and Fajardo, which, according to her, “undoubtedly shows that the money was given x x x to [Fajardo] to arrange and process the complainant’s annulment case x x x” We quote:

*Eva: Eh ilang weeks nyo nap o (sic) kc sinabi na until Friday. Mag aapril napo hanggang ngayonndi pa nasesend ung petition. Di ko alam kung kaya pa po bat lg matapos lahat to hanggang May. Ang bagal ng usad. Not worth it ung binayad ko.*

*Eva: Lahat po ng sinabi nyo [ginawa] ko naman, nagbigay pa tayo dun sa doktora pero palpak naman. Sana ayusin nila ung trabaho kc ndi po biro ung mga gastos ko lalo na ngayon na may baby nako. Ang hirap po tita. Minsan naiiyak n lang po ako sa mga nangyayari sa buhay ko.*

*Tita Debbie: Pinagawan ko paraaan sa kontak ko this time eva para mabilis na may assurance n next week*

*Eva: Tita, eto [seryosong] usapan. Ilang reminder na naman binigay ko sa inyo before Jane 10. Jan 8 na at wala ka [namang] reply. Pasensyahan tayo dahil tutuloy ko [talaga] pagkakaso sa inyo. Sobrang gipit kami nung holiday at ngayon 1<sup>st</sup> birthday ng anak ko sa Jan 13 madami pa kami babayaran. May mga utang pang unpaid. FYI: Si Tita Malou automatic gagawin kong witness, kaya kung ayaw niyo ng administrative case sumunod kayo sa [napagkasunduan].*

*Tita Debbie: eva sa jan 10 dedeposit [namin ni] ate malou sa bpi mo.<sup>7</sup>*

### **Report and Recommendation of the Judicial Integrity Board (JIB)**

In its Report<sup>8</sup> dated 25 May 2022, the JIB recommended that:

- (1) [T]he instant administrative complaint against Ms. Debbem E. Fajardo, Stenographer III, Branch 170, Regional Trial Court, Malabon City, be **RE-DOCKETED** as a regular administrative case;
- (2) Ms. Fajardo be found **GUILTY** of Gross Misconduct;  
and

<sup>7</sup> Id. at 31.

<sup>8</sup> Id. at 40-50. Penned by Chairperson Justice Romeo J. Callejo, Sr. (Ret.) and concurred in by Vice-Chairperson Justice Angelina Sandoval-Gutierrez (Ret.), First Regular Member Justice Sesinando E. Villon (Ret.), and Second Regular Member Justice Rodolfo A. Ponferrada (Ret.).

(3) Ms. Fajardo be **DISMISSED** from the service, with **FORFEITURE** of all or part of the benefits as the Supreme Court may determine, and **DISQUALIFICATION** from reinstatement or appointment to any public office, including government-owned or -controlled corporations. *Provided, however,* that the forfeiture of benefits shall in no case include accrued leave credits.<sup>9</sup>

The JIB found no merit in Fajardo's claim that the amount she owed complainant was because of a loan and not on account of a promise to "fix" the latter's annulment case.<sup>10</sup>

In a Resolution<sup>11</sup> dated 17 January 2023, the Court directed the JIB to conduct a hearing on the instant administrative case.

The JIB, in its Supplemental Report<sup>12</sup> dated 08 June 2023, maintained its earlier recommendation to hold Fajardo liable for Gross Misconduct constituting violations of the Code of Conduct for Court Personnel, and for her dismissal from the service.

### Ruling of the Court

The Court adopts the findings of fact and recommendation of the JIB.

Misconduct is a transgression of some established and definite rule of action, more particularly, unlawful behavior or gross negligence by the public officer. It is intentional wrongdoing or deliberate violation of a rule of law or standard of behavior and to constitute an administrative offense, the misconduct should relate to or be connected with the performance of the official functions and duties of a public officer. In order to differentiate gross misconduct from simple misconduct, the elements of corruption, clear intent to violate the law, and not a mere error of judgment, or flagrant disregard of established rule, must be manifest in the former.<sup>13</sup>

In the case of *Villahermosa, Sr. v. Sarcia*,<sup>14</sup> the Court explicitly stated that:

<sup>9</sup> Id. at 49.

<sup>10</sup> Id. at 46.

<sup>11</sup> Id at 55-56.

<sup>12</sup> Id. at 415-434. Penned by Chairperson Justice Romeo J. Callejo, Sr. (Ret.) and concurred in by Vice-Chairperson Justice Angelina Sandoval-Gutierrez (Ret.), First Regular Member Justice Sesinando E. Villon (Ret.), Second Regular Member Justice Rodolfo A. Ponferrada (Ret.) and Third Regular Member Justice Cielito N. Mindaro-Grulla (Ret.)

<sup>13</sup> *Ambrosio v. Delas Armas*, 869 Phil. 562, 568-569 (2020).

<sup>14</sup> 726 Phil. 408 (2014).

The sole act of receiving money from litigants, whatever the reason may be, is antithesis to being a court employee.

The Code of Conduct for Court Personnel requires that court personnel avoid conflicts of interest in performing official duties. It mandates that court personnel should not receive tips or other remunerations for assisting or attending to parties engaged in transactions or involved in actions or proceedings with the judiciary. "The Court has always stressed that all members of the judiciary should be free from any whiff of impropriety, not only with respect to their duties in the judicial branch but also to their behavior outside the court as private individuals, in order that the integrity and good name of the courts of justice shall be preserved." Court personnel cannot take advantage of the vulnerability of party-litigants.

X X X X

To the dismay of this court, it has received many complaints from party-litigants against court employees extorting money from them. This court has already heard various reasons given by court employees for receiving money from party-litigants. Thus, this court has held that money given voluntarily is not a defense. Alleged good intentions to help party-litigants are self-serving and will not absolve the misconduct committed by court employees.

**There is no defense in receiving money from party-litigants. The act itself makes court employees guilty of grave misconduct. They must bear the penalty of dismissal.**<sup>15</sup> (Emphasis supplied; citations omitted)

In the case at bar, evidence shows that Fajardo received money from complainant in exchange for the promise to process the latter's annulment case. Initially, Fajardo denied the allegations and claimed that the money she received was a loan from the complainant. However, during the clarificatory hearing, it came to light that the money Fajardo received from the complainant was not a loan but a promise to help fix and file complainant's annulment of marriage. Fajardo's answers bear this out:

Justice Gutierrez: Then you were asked by the counsel of the complainant or you have heard concerning her [complainant] desire to file a case for annulment against her husband, did you have a hand on this? Regarding the filing of a petition for annulment against her husband? Just be honest, because we have here the exchange of text messages between you and the complainant on this matter on the filing of the petition for annulment. Just be honest, because text messages between [t]wo people are admissible as evidence. So you must be honest in answering my question, okay?

So, what did you promise the complainant regarding her filling of

<sup>15</sup> Id. at 416-417.

petition with the court for annulment of marriage against her husband? Please relay everything that transpired, because the exchange of messages between you and the complainant are here before us, and because we are here to know the truth.

[Fajardo]: Yes, Your Honor. I will tell you the truth, I will answer it correctly Your Honor. The truth of the matter is this, Ms. Malou was the one who approached me and asked me if I know a lawyer who can help her acquaintance or a friend who needs a lawyer to file an annulment. Because Ms. Malou is very close to me, Your Honor, and then I answered. "Yes, Ate Malou, I know someone who can help your friend to fix her annulment.

But I don't have a promise that I will be the one to help her negotiate the transaction of her annulment case in court to file her petition in court, Your Honor. That's the truth. It was through Ate Malou the conversation that someone needs a lawyer.

Justice Gutierrez: You are now denying that the exchange of message between you and the complainant, never was it mentioned that you're helping her inside the court.

Witness:

No, I did not mention that, Your Honor.

Justice Gutierrez:

What are the messages here? I will read it to you. "Good Morning Eva," who is Eva:

Witness:

The Complainant, Your Honor.

Justice Gutierrez:

**And so, this is your text to her, "Good morning, Eva. *Kung nadelay man yung period, wag kang mag[-]alala dahil may kausap na ko sa loob para mapadali at abutin ng eksaktong one-year annulment mo. Pinaparush ko na talaga."***

***Kanino mo pinaparush yun annulment? This is your text message to her, you cannot deny this. Ano yun pinaparush mo?***

Witness:

**Your Honor, I will answer that, *dun po sa lawyer na nilapitan [namin] ni Ms. Malou.***

Justice Gutierrez:

***Sa loob? Saan yung loob? Is it not the court? Just be honest. If you are honest here, we will give you credit to that, to your***

**honesty.**

***Ano ang ibig sabihin ng loob, ay naparush ko sa loob. What?***

**Witness:**

**Yes, Your Honor. The *loob* is the court, the office Your Honor.**

Justice Gutierrez:

What office?

Witness:

The office where the counsel/lawyer will file the annulment.

Justice Gutierrez:

Are you sure?

Witness:

Yes, Your Honor.

Justice Gutierrez:

If I repeat to you all the messages here, it all means the court.

Witness:

*Opisina nga po ng korte.*

Justice Grulla:

For Justice Gutierrez, I can read to you the text messages here between you and the complainant.

**June 13, 2017, 9:20PM, the sender is Tita Debbie, "goodevening eva, pinadala ko n kay ate malou draft ng petition mo draft p lang yan kung may gusto ka [idagdag] lagay mo."**

Justice Gutierrez:

What is that petition? Is that not a petition for annulment.

Witness:

Yes, Your Honor.

Justice Gutierrez:

See. Please continue.

Justice Grulla:

*“ganyan gnawa grounds dapat kc tlga panget [ang] personality nya para granted tlga ang annulment*

Justice Gutierrez:

*Sino ang panget ang personality? Yung husband?*

Witness:

The respondent, the husband, Your Honor.

Justice Grulla:

*“Good evening tita deb, Sorry d ko nasagot, nasa CR ako. Sige po. Basahin ko pag nadala na ni Carlo saken. Thank you po.”*

Justice Gutierrez:

*Yung nadala ba yung petition.*

Witness:

Yes po, Your Honor.

**Justice Grulla:**

*“Tita Deb, nabasa ko na po. Kung papasa na po yun [para] ma grant ung annulment ok napo ako don.”*

Justice Gutierrez:

*Yan ang sagot ng complainant, nabasa na nya yun petition for annulment.*

**Justice Grulla:**

*June 15, 2017, 12:24PM, “sori eva late reply naka duty kc ako sa hearing ok pakibgay n lang kay carlo draft p lang yan d p yan finalize may idadagdag p dyan report ng psychologist kol kta maya gabi”*

Justice Gutierrez:

That is your reply to her text.

**Justice Grulla:**

*July 5, 2017, 7:58AM, “Goodmorning Tita Deb! Magbibigay po ako ulit tonight ng another 50K kay Carlo pra iabot nya kay Tita Malou pra magbigay sayo. Thanks po!”*

Justice Gutierrez:

That is your text to her. That is recorded.

Justice Grulla:

*“gud am din eva ok receive ko again syanga palay un [sa] interview psycho natin by next sat [inform] kta ha usap tyo tom evening gud luck and god bles.”*

Justice Gutierrez:

So, you see. Even the interview to be conducted by the psychologist, you knew. Please continue.

Justice Grulla:

July 5, 2017, 9:06PM, *“Hi Tita. Absent po si Carlo today. Bigay ko na lang sa kanya pag pumasok sya bukas. Thanks”*

*“ok cge”*

Justice Gutierrez:

Bigay nalang yun Petition, Okay, continue please.

Justice Grulla:

July 6, 2017, 7:28AM *“gud am eva gcing k p b”*

*“Yes tita”*

**July 21, 2017, 4:51PM, *“Tita Deb, pwede bang 5K muna bukas? Ndi pa pala ako nakakabayad ng rent. Yun last na 50K na binigay ko kasi binigla ko ng bayad eh. Wlang pang isang buwan pagitan from the last time na nagbigay akong 50K. Ndi ko po alam na may babayaran pa pla upfront dun sa psychiatrist pag kinita naten.”***

Justice Gutierrez:

So, you see? *Meron pang bayad*, that is still payment to be made to the psychiatrist. Who is that psychiatrist? It is the psychiatrist that will interview the parties in this Petition for Annulment. Okay, please continue.

Justice Grulla:

*“ok eva cge 2pm appt natin kausap ko na dra del rosario”*

Justice Gutierrez:

Dra. Del Rosario is the psychiatrist, isn't it? Just be honest.

Witness:

Yes.

Justice Grulla:

“Eva sa SM megamall daw tyo meet tom dun na kami before 2pm  
sabi ni dra kc may meet p cya after natin”

Justice Gutierrez:

So, there is an understanding that the *doktora* will be there to meet  
the parties. Continue.

Justice Grulla:

July 21, 2017, 9:43PM, “good evening eva pwed b kta tawagan  
kung d k busy”, “ok.”

July 22, 2017, 4:58PM, “Tita, ano nga ung ipapadala ni Doctora  
sa ex hubby ko?”

“sulat lang inform cya na nag conduct cya ng psychological  
examination at yun report yata bibgyan din cya ng kopya.”

“ikaw n dumaan ka sa examination”

“ang alam ko papadalan cya sulat cge txt na lang kta s lunes para  
clear.”

“Maya gabi eva kol kta sa byahe pa kc kami.”

Justice Gutierrez:

So, that means the psychiatrist will give notes that will be  
questionnaires to the husband. Continue, please.

**Justice Grulla:**

**July 22, 2017, 8:49PM, “Tita, mga kelan kaya makakatanggap  
ng notice from court yun isa?”**

**“tatapusin muna ni dra ang psychological report mo.”**

**“Mga kelan maya matatapos yun?”**

Justice Gutierrez:

That is the question of the complainant. What’s the answer of the  
respondent?

Justice Grulla:

“may isa p witness dapat na nakaka alam ng [naging] love story  
nyo yun ilga nakakakilala [sa] inyo dalawa”

“Dpat po ba mameet ni doktora yun?”

**July 25, 2017, 6:35AM, “Good morning tita deb, May witness**

*na po akong isasama sa next Saturday (Aug 5). Paki confirm po si Doc kung ok sa kanya, hopefully matuloy tayo.”*  
*“ok ege 2loy tyo nasabi ko na s kanya”*

July 27, 2017, 9:43PM, “good evening pwed meet tyo tom para makuha ko statement ng witness mo magawa na din?”

*“Naku tita, sat sun off po kami pwede kasi may pasok kami kinagabihan, mawawalan kami tulog. Pero kung around BGC ung place ng meet up ng mga morning bka pwede naman.”*

Justice Gutierrez:

I’ll go direct to the point, okay? What you hear are the exchanges of conversations between your and the complainant. Apparently, it is very obvious you are hurting her with respect to her Petition for Annulment.<sup>16</sup> (Emphasis supplied)

In previous administrative cases involving court personnel, the Court has admitted text messages as evidence and upheld their probative value. The Court considered the content of the text messages and the identification of the person sending them as substantial evidence to prove the commission of administrative offenses.<sup>17</sup> Here, the exchange of text messages between complainant and Fajardo were properly authenticated in accordance with Section 2, Rule 11 of the A.M. No. 01-7-01-SC,<sup>18</sup> pertaining to the Rules on Electronic Evidence.

Moreover, Section 2, Canon I of the Code of Conduct for Court Personnel<sup>19</sup> specifically prohibits all court employees from soliciting or accepting any gift, favor or benefit based on any or explicit understanding that such gift, favor, or benefit shall influence their official actions. In addition, Section 2 (e), Canon III of the same Code provides that court personnel shall not solicit or accept any gift, loan, gratuity, discount, favor, hospitality, or service under circumstances from which it could reasonably be inferred that a major purpose of the donor is to influence the court personnel in performing official duties.

In *Valdez v. Alviar*,<sup>20</sup> the Court found Alviar guilty of grave misconduct for asking and receiving money from therein complainant and leading the latter to believe that he could finish the annulment process within six (6) months to one (1) year. Thus, the Court imposed upon Farjado Alviar

<sup>16</sup> *Rollo*, pp. 389-400 (TSN dated 17 May 2023).

<sup>17</sup> *Astorga and Repol Law Offices v. Villanueva*, 754 Phil. 534, 552 (2015).

<sup>18</sup> Rule 11, Section. 2 of RULES ON ELECTRONIC EVIDENCE:

SECTION 2. *Ephemeral electronic communications*. – Ephemeral electronic communications shall be proven by the testimony of a person who was a party to the same or has personal knowledge thereof. In the absence or unavailability of such witnesses, other competent evidence may be admitted

<sup>19</sup> A.M. No. 03-06-13-SC, approved on 23 April 2004.

<sup>20</sup> 869 Phil. 589 (2020).

the ultimate penalty of dismissal as his act of asking and receiving money from complainant as some sort of package deal for the purported speedy processing of the annulment proceedings constitutes grave misconduct.<sup>21</sup>

Under Section 14 of Rule 140 of the Rules of Court, as amended,<sup>22</sup> gross misconduct is classified as a serious charge, punishable by either: (a) dismissal from service, forfeiture of all or part of the benefits as the Supreme Court may determine, and disqualification from reinstatement or appointment to any public office, including government-owned or-controlled corporations, provided, however, that the forfeiture of benefits shall in no case include accrued leave credits; (b) suspension from office without salary and other benefits for more than six (6) months but not exceeding one (1) year; or (c) a fine of more than ₱100,000.00 but not exceeding ₱200,000.00.<sup>23</sup>

Considering the gravity of the offense committed by Fajardo, the ultimate penalty of dismissal is necessary.

As a final note. The Court has stressed that “the behavior of all employees and officials involved in the administration of justice, from judges to the most junior clerks, is circumscribed with a heavy responsibility.”<sup>24</sup> Court personnel, regardless of position or rank, are expected to conduct themselves in accordance with the strict standards of integrity and morality.<sup>25</sup>

**WHEREFORE**, respondent **DEBHEM E. FAJARDO**, Court Stenographer III, Branch 170, Regional Trial Court, Malabon City, is found **GUILTY** of Gross Misconduct, and is **DISMISSED** from the service effective immediately, with **FORFEITURE** of all retirement benefits, except accrued leave credits, and with prejudice to her re-employment in any branch or agency of the government, including government-owned or controlled corporations.

Respondent is further **ORDERED** to **RETURN** to complainant the amount of ₱100,000.00 within a reasonable time, or within 180 days from receipt of this Decision. This is subject to the interest at the rate of six percent (6%) *per annum* from the finality of this Decision until its full satisfaction.

**SO ORDERED.**

<sup>21</sup> Id. at 597-599.

<sup>22</sup> A.M. No. 21-08-09-SC, approved on 22 February 2022.

<sup>23</sup> Rule 140, as amended, Sec. 17.

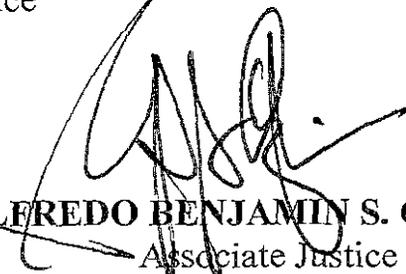
<sup>24</sup> *Office of the Court Administrator v. Buzon*, 890 Phil. 367, 374 (2020); Citations omitted.

<sup>25</sup> Id.

**WE CONCUR:**

  
**ALEXANDER G. GESMUNDO**  
Chief Justice

  
**MARVIC M. V. F. LEONEN**  
Associate Justice

  
**ALFREDO BENJAMIN S. CAGUIOA**  
Associate Justice

  
**RAMON PAUL L. HERNANDO**  
Associate Justice

(On Official Business Leave)  
**AMY C. LAZARO-JAVIER**  
Associate Justice

  
**HENRI JEAN PAUL B. INTING**  
Associate Justice

  
**RODIL V. ZALAMEDA**  
Associate Justice

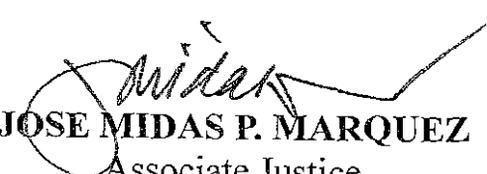
  
**MARIO V. LOPEZ**  
Associate Justice

  
**SAMUEL H. GAERLAN**  
Associate Justice

  
**RICARDO R. ROSARIO**  
Associate Justice

  
**JHOSEF V. LOPEZ**  
Associate Justice

(On Official Business Leave)  
**JAPAR B. DIMAAMPAO**  
Associate Justice

  
**JOSE MIDAS P. MARQUEZ**  
Associate Justice

  
**ANTONIO T. KHO, JR.**  
Associate Justice

  
**MARIA FILOMENA D. SINGH**  
Associate Justice