



SUPREME COURT OF THE PHILIPPINES  
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Republic of the Philippines  
Supreme Court  
Manila

EN BANC

PALALAN CARP  
FARMERS MULTI-  
PURPOSE COOP,  
represented by BEVERLY  
DOMO,  
Complainant,

A.C. No. 12008

Present:

BERSAMIN, *Chief Justice*  
CARPIO,  
PERALTA,  
PERLAS-BERNABE,  
LEONEN,  
JARDELEZA,  
CAGUIOA,  
REYES, A., JR.,  
GESMUNDO,  
REYES, J., JR.  
HERNANDO,  
CARANDANG,  
LAZARO-JAVIER,  
INTING,  
ZALAMEDA, *JJ.*

- versus -

ATTY. ELMER A. DELA  
ROSA,  
Respondent.

Promulgated:

August 14, 2019

x-----x

DECISION

PER CURIAM:

*A mistake repeated more than once is a decision.<sup>1</sup>*

<sup>1</sup> Paulo Coelho.

“A mistake repeated more than once is a decision.”<sup>2</sup> And there is a variation to that. “You can’t make the same mistake twice. The second time you make it, it’s not a mistake anymore, it’s a choice. ENOUGH!”<sup>3</sup> A mistake is corrected at once; and not repeated. More so when the mistake has already been called out and heavily penalized.

Respondent Atty. Elmer A. Dela Rosa has been suspended from the practice of law for three (3) years effective September 26, 2016. His infractions consisted of borrowing a substantial amount of money from his client-spouses. Not only was he unable to pay despite demand, he even denied he owed them anything.<sup>4</sup> Atty. Elmer A. Dela Rosa is here once again being accused of breaching his fiduciary duties on money matters affecting this time his Client-Cooperative and its farmer-beneficiaries.

### Antecedents

Complainant Palalan CARP Farmers Multi-Purpose Cooperative was the registered owner of a sizeable tract of prime agricultural land (111.4 hectares) situated in Barangay Lumbia, Cagayan De Oro City. The land was covered by Transfer Certificate of Title No. T-170 (TCT No. T-170). Complainant acquired the land pursuant to a Certificate of Land Ownership Award issued by the Department of Agrarian Reform in 1992. As a Cooperative, it held legal title to the land on behalf of its members as its beneficial owners of the land.

In 1995, the Cooperative, among others, was sued by the Philippine Veterans Bank for annulment of TCT No. T-170, docketed as Civil Case No. 95-086. The case was raffled to the Regional Trial Court, Branch 41, Cagayan De Oro City.

In 1997, the Cooperative engaged Respondent and his law office to represent it in Civil Case No. 95-086.<sup>5</sup> Under their retainer agreement,<sup>6</sup> Respondent and his law office were to be paid ₱3,339.00 a month and a contingent fee of five percent (5%) of the settlement award, sale proceeds of the sale of the land, disturbance compensation, or fair market value of the land.

Meantime, on February 12, 2000, the Cooperative executed a special power of attorney authorizing Respondent to do the following acts on its behalf:

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

<sup>3</sup> A trending viral Instagram.

<sup>4</sup> *Spouses Concepcion v. Atty. Dela Rosa*, 752 Phil. 485 (2015).

<sup>5</sup> Resolution No. 02-97 of the General Assembly of the Palalan CARP Farmers Multi-Purpose Cooperative; Letter dated August 9, 1997 signed by the Respondent and the Complainant’s officers.

<sup>6</sup> *Id.*

1. negotiate for the sale of the land or issue to any interested broker further limited or conditional authority to negotiate with and/or introduce prospective buyers;
2. execute any and all documents which may be necessary to consummate the sale transaction;
3. open an account with a bank of Respondent's choice, in the name of the Cooperative with its Chairperson Paz Genilla as co-signatory; and
4. collect, accept, or demand all the sale proceeds on the land due the Cooperative and to deposit the same to its account.

Seven (7) years later, on June 12, 2007, the Cooperative revoked Respondent's special power of attorney. To this, Respondent reacted by presenting to the Cooperative a copy of General Assembly Resolution No. 1 dated March 19, 2008 showing that members of the Cooperative's new governing board had actually retained Respondent as the Cooperative's counsel and "reconfirming all previous authorities granted him by the General Assembly." General Assembly Resolution No. 1 and the other related General Assembly Resolutions appeared to have been adopted by the new set of officers/board members led by one Lino D. Sajol.

For its part, the old set of officers/board members led by Beverly Domo opposed Lino D. Sajol's leadership.

Back to Civil Case No. 95-086, the trial court rendered its Decision dated May 14, 2008, dismissing the case on ground of lack of jurisdiction over the subject matter of the case. Not long after, the Cooperative's 111.1484 hectare property got sold with Respondent, no less, brokering the sale. Reports had it that Respondent was already able to book a buyer as early as February of 2008. Later reports had it though that the sale actually took place on August 7, 2009 to one Diana Biron.<sup>7</sup> Respondent did not reveal to the Cooperative the circumstances surrounding the sale, let alone, the buyer's identity. He invariably claimed to have been bound to keep confidential the buyer's identity. He did not dispute though that it was he who processed the sale and paid the farmers-beneficiaries their respective shares in the purchase price.

### **The Administrative Complaint**

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<sup>7</sup> B. Elorin, "As Lumbia Carp issue complicate, authorities appeal for mediation," MindaNews at <https://www.mindanews.com/top-stories/2011/03/as-lumbia-carp-issue-complicate-authorities-appeal-for-mediation/> (last accessed July 29, 2019).

Believing that Respondent was engaging in conflict of interest, the Cooperative charged him with gross misconduct for multiple violations of the *Code of Professional Responsibility (CPR)*.

On November 13, 2008, the Integrated Bar of the Philippines (IBP), Misamis Oriental Chapter, Cagayan de Oro City, referred the Complaint to the IBP - Commission on Bar Discipline (IBP-CBD). It was docketed CBD Case No. 08-2327.

On November 24, 2008, Investigating Commissioner Fernandez ordered Respondent to answer the complaint but the latter did not comply therewith. On April 17, 2009 the complaint was set for mandatory conference, during which, both the Cooperative's representative and Respondent appeared. On even date, Respondent filed his verified answer. Investigating Commissioner Fernandez set another mandatory conference on May 13, 2009. On that date though, the Cooperative's representative no longer appeared. The mandatory conference was, thus, deemed terminated as of that date. The parties were then ordered to file their respective position papers with supporting evidence as attachments. Only the Cooperative complied.

In addition to the present administrative case, the Cooperative initiated a civil action for annulment of the sale brokered by Respondent and the actions of the new governing board led by Lino D. Sajol. The case was docketed Civil Case No. 2010-299 and raffled to the Regional Trial Court, Branch 17, Cagayan De Oro City.

### **Report and Recommendation of the Investigating Commissioner**

In his Report and Recommendation dated June 1, 2010, Investigating Commissioner Fernandez recommended that the Complaint be dismissed without prejudice. He opined that since the complaint arose from the seminal issue of which between the two (2) warring groups is truly the Cooperative's governing board, the resolution of the administrative case should await the outcome of Civil Case No. 2010-299 where such seminal issue is being currently litigated.

### **The Recommendation of the IBP - Board of Governors**

By its Extended Resolution dated November 28, 2015, the IBP-Board of Governors declined the recommendation of Investigating Commissioner Fernandez, pronouncing that to be able to determine which of the two (2) warring groups truly represents the Cooperative, one need only to refer to the records of the Cooperative Development Authority pertaining to which governing Board was actually registered therein. On the merits, the Extended Resolution bore the following findings:

1. Respondent did not act with diligence and competence when he allowed Civil Case No. 95-086 (Philippine Veterans Bank v. Palalan CARP Farmers Multi-Purpose Cooperative et al.) to drag on for about ten (10) years until May 14, 2008 when the trial court finally dismissed the case on ground of lack of jurisdiction over the subject-matter of the case. On this score, Respondent violated Subsection 20(g), Rule 138, *Rules of Court* and Rule 1.03,<sup>8</sup> Canon 12,<sup>9</sup> and Rule 12.04<sup>10</sup> of the CPR.
2. Respondent violated Rule 15.03<sup>11</sup> of the CPR which prohibits a lawyer from engaging in conflict of interest. Respondent engaged in conflict of interest when he demanded that the sale of the land be done only through his intervention.
3. Respondent breached his sworn duty to protect his client's interest when he refused to divulge to the latter the identity of the buyer of the land in violation of Canons 15<sup>12</sup> and 17<sup>13</sup> and Rule 16.01<sup>14</sup> of the CPR.
4. Respondent verbally abused the farmer-beneficiaries, in violation of Rule 8.01<sup>15</sup> of the CPR.
5. Respondent improperly compelled the Cooperative to sell the land at an extremely low price of ₱30.00 per square meter in violation of Canon 15, Rules 15.01<sup>16</sup> and 15.03 and Canon 17 of the CPR.

The IBP-Board of Governors concluded that Respondent preferred to protect his own personal pecuniary interest over the interest of his client and its members. For Respondent's multiple infractions, the IBP-Board of Governors recommended the extreme penalty of Disbarment.<sup>17</sup>

In his motion for reconsideration,<sup>18</sup> Respondent asserted that the sale of the land to the undisclosed buyer bore the board's authorization through Lino D. Sajol's group.

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<sup>8</sup> Rule 1.03 - A lawyer shall not, for any corrupt motive or interest, encourage any suit or proceeding or delay any man's cause.

<sup>9</sup> CANON 12 - A LAWYER SHALL EXERT EVERY EFFORT AND CONSIDER IT HIS DUTY TO ASSIST IN THE SPEEDY AND EFFICIENT ADMINISTRATION OF JUSTICE.

<sup>10</sup> Rule 12.04 - A lawyer shall not unduly delay a case, impede the execution of a judgment or misuse Court processes.

<sup>11</sup> Rule 15.03 - A lawyer shall not represent conflicting interests except by written consent of all concerned given after a full disclosure of the facts.

<sup>12</sup> CANON 15 - A LAWYER SHALL OBSERVE CANDOR, FAIRNESS AND LOYALTY IN ALL HIS DEALINGS AND TRANSACTIONS WITH HIS CLIENTS.

<sup>13</sup> CANON 17 - A LAWYER OWES FIDELITY TO THE CAUSE OF HIS CLIENT AND HE SHALL BE MINDFUL OF THE TRUST AND CONFIDENCE REPOSED IN HIM.

<sup>14</sup> Rule 16.01 - A lawyer shall account for all money or property collected or received for or from the client.

<sup>15</sup> Rule 8.01 - A lawyer shall not, in his professional dealings, use language which is abusive, offensive or otherwise improper.

<sup>16</sup> Rule 15.01 - A lawyer in conferring with a prospective client, shall as certain as soon as practicable whether the matter would involve a conflict with another client or his own interest, and if so, shall forth within form the prospective client.

<sup>17</sup> *Rollo*, p. 433.

<sup>18</sup> *Id.* at 434-448.

The Cooperative's then Chairperson, Fernando Bermoy opposed the motion for reconsideration. He maintained that the bona fide Chairpersons and authorized representatives of the Cooperative from 2007 to 2010 were actually Beverly Domo and Perfecto Saliga, Jr., respectively. He clarified that Lino Sajol's group did not have any authority to bind the Cooperative at any time between 2007 and 2010. He also revealed that it was a certain Diana G. Biron who actually purchased the lot.<sup>19</sup> Notably, Respondent did not dispute the identification of Diana G. Biron as the buyer of the land. By Resolution dated May 27, 2017, the IBP-Board of Governors denied Respondent's motion for reconsideration.

### Issues

1. Did Respondent violate Section 27, Rule 138 of the Rules of Court and Rules 1.03, 8.01, 12.04, 15.03, 16.01 and Canons 12, 15, and 17 of the CPR?
2. In the affirmative, what appropriate penalty should be imposed on Respondent?

### Ruling

***Respondent violated several provisions of the CPR in relation to Section 27, Rule 138 of the Rules of Court***

Section 27, Rule 138 of the Rules of Court governs the disbarment and suspension of attorneys, *viz*:

Section 27. Disbarment and suspension of attorneys by the Supreme Court; grounds therefor. - A member of the bar may be disbarred or suspended from his office as attorney by the Supreme Court for any deceit, malpractice, or other gross misconduct in such office, grossly immoral conduct, or by reason of his conviction for a crime involving moral turpitude, or for any violation of the oath which he is required to take before admission to practice, or for a willful disobedience of any lawful order of a superior court, or for corruptly or willfully appearing as an attorney for a party to a case without authority to do so. The practice of soliciting cases at law for the purpose of gain, either personally or through paid agents or brokers constitute malpractice.

Misconduct has been defined as an intentional wrongdoing or a deliberate violation of a rule of law or standard of behavior.<sup>20</sup> It is grave where the elements of corruption, clear intent to violate the law or flagrant disregard of established rule are present. Otherwise, it is only simple.<sup>21</sup>

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<sup>19</sup> *Id.* at 536-542.

<sup>20</sup> *Vertudes v. Buenaflor*, 514 Phil. 399, 423 (2005).

<sup>21</sup> *Imperial v. GSIS*, 674 Phil. 286, 296 (2011).

What lies at the core of Respondent's multiple serious infractions has been his motivation to willfully, voluntarily, and knowingly engage in conflict of interest to serve his own personal pecuniary interest at all cost.

The rule against conflict of interest is expressed in Canon 15, Rules 15.01 and 15.03 of the CPR. It means the existence of a substantial risk that a lawyer's loyalty to or representation of a client would be materially and adversely affected by the lawyer's own interest or the lawyer's duties to another client, a former client, or a third person, during the various stages of the professional relationship.<sup>22</sup> The rule stipulates that a lawyer cannot act or continue to act for a client when there is a conflict of interest, except as provided in Rule 15.03 itself - - securing the written consent of all the parties concerned after full disclosure to them of the facts.

The rule against conflict of interest is founded on the bedrock of lawyer-client relationship - it is a fiduciary relationship. The lawyer, therefore, has a duty of loyalty to the client. The duty of confidentiality, the duty of candor, and the duty of commitment to the client's cause are all derivatives of the ultimate duty of loyalty.

For example, a conflict may arise when the lawyer has information from one client that is relevant to another client's or a prospective client's matter. The lawyer owes a duty to one client not to reveal the information but owes a duty to the other client or prospective client to disclose the information. Because the lawyer cannot fulfill both duties at the same time he or she is confronted with conflict of interest.

Conflicts may also arise because of the lawyer's own financial interests, which could impair client representation and loyalty. This is reasonably obvious where a lawyer is asked to advise the client in respect of a matter in which the lawyer or a family member has a material direct or indirect financial interest. The conflict of interest is exacerbated when the lawyer, without full and honest disclosure to the client of the consequences of appointing him or her as an agent with the power to sell a piece of property, willfully and knowingly accepts such an appointment. When the lawyer engages in conduct consistent with his or her appointment as an agent, this new relationship may obscure the line on whether certain information was acquired in the course of the lawyer-client relationship or by reason of agency, and may jeopardize the client's right to have all information concerning the client's affairs held in strict confidence.

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<sup>22</sup> *Palacios v. Amora, Jr.*, A.C. No. 11504, August 1, 2017, 833 SCRA 481, 500, citing *Quiambao v. Bamba*, 505 Phil. 126 (2005).

The relationship may in some circumstances permit exploitation of the client by the lawyer as he or she still is, after all, the lawyer from whom the client seeks advice and guidance.

The IBP - Board of Governors here correctly found that at its most basic element, Respondent's conflict of interest hinges on the fact that while he may want a quick sale to be able to earn at once, Complainant would want a sale that brings the most profit.

But this is not all.

Respondent was obviously taking instructions from the unidentified buyer when he did not reveal the latter's identity to his client which itself authorized him to forge the sale. Too, while he may not be fully responsible in delaying Civil Case No. 95-086, he did not actively pursue its quick end even though it was the most appropriate thing, he as a lawyer, should have done. As it was, Respondent appeared to have had a different agenda in which expediting the case was not the most profitable for him because the land then was still statutorily barred from being sold, conveyed, or alienated.

Respondent insisted and demanded that he alone negotiate for and effect the sale of the land. But when the time to sell came, he did not reveal to his client and its farmers-beneficiaries the details of the sale itself, let alone, the buyer's identity. Respondent even sowed fear in the minds of the farmers-beneficiaries who expressed reservations on the fairness of the terms of the sale especially with respect to the extremely low price of ₱30.00 per square meter. Respondent told them that in reality they had a very slim chance of winning the case filed by Philippine Veterans Bank. Hence, if they do not accept the sale now they would end up with nothing at all. With the ultimate objective of closing the sale and even after he got spurned by the sitting members of the Board at that time, Respondent just took it upon himself to side with the opposition group which wanted to establish and assert themselves as the new leaders of the Cooperative. Hence, his determination of which between the two (2) opposing groups may properly give instructions about the sale was patently tainted by his own private interest to earn from the sale of the land. He knew he could only ensure his private interest if he was able to simultaneously continue not only as the Cooperative's lawyer but as the Cooperative's agent authorized to sell the land and to actually consummate it. He may have also forgotten he was the lawyer of the Cooperative which has a personality distinct from its members. As it was, instead of staying neutral for the sake of maintaining order within the organization of the Cooperative, Respondent chose to side with Lino D. Sajol just so he could complete the sale of its only asset. *Hornilla v. Salunat*<sup>23</sup> explains when a lawyer engages in conflict of interest:

There is conflict of interest when a lawyer represents inconsistent interests of two or more opposing parties. The test is "whether or not in behalf of one client, it is the lawyer's duty to fight for an issue or claim, but

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<sup>23</sup> 453 Phil. 108, 111-112 (2003).



it is his duty to oppose it for the other client. In brief, if he argues for one client, this argument will be opposed by him when he argues for the other client." This rule covers not only cases in which confidential communications have been confided, but also those in which no confidence has been bestowed or will be used. Also, there is conflict of interests if the acceptance of the new retainer will require the attorney to perform an act which will injuriously affect his first client in any matter in which he represents him and also whether he will be called upon in his new relation to use against his first client any knowledge acquired through their connection. Another test of the inconsistency of interests is whether the acceptance of a new relation will prevent an attorney from the full discharge of his duty of undivided fidelity and loyalty to his client or invite suspicion of unfaithfulness or double dealing in the performance thereof.

The prohibition against conflict of interest is founded on the principles of public policy and good taste.<sup>24</sup> Further, the prohibition against conflict of interest rests on the following five (5) rationales as outlined in *Paces Industrial Corp. v. Salandanan*,<sup>25</sup> viz:

The prohibition against conflict of interest rests on the following five (5) rationales:

First, the law seeks to assure clients that their lawyers will represent them with undivided loyalty. A client is entitled to be represented by a lawyer whom the client can trust. Instilling such confidence is an objective important in itself.

Second, the prohibition against conflicts of interest seeks to enhance the effectiveness of legal representation. To the extent that a conflict of interest undermines the independence of the lawyer's professional judgment or inhibits a lawyer from working with appropriate vigor in the client's behalf, the client's expectation of effective representation could be compromised.

Third, a client has a legal right to have the lawyer safeguard confidential information pertaining to it. Preventing the use of confidential information against the interests of the client to benefit the lawyer's personal interest, in aid of some other client, or to foster an assumed public purpose, is facilitated through conflicts rules that reduce the opportunity for such abuse.

Fourth, conflicts rules help ensure that lawyers will not exploit clients, such as by inducing a client to make a gift or grant in the lawyer's favor.

Finally, some conflict-of-interest rules protect interests of the legal system in obtaining adequate presentations to tribunals. In the absence of such rules, for example, a lawyer might appear on both sides of the litigation, complicating the process of taking proof and compromise adversary argumentation.

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<sup>24</sup> *Orola, et al. v. Atty. Ramos*, 717 Phil. 536, 544 (2013).

<sup>25</sup> A.C. No. 1346, July 25, 2017, 832 SCRA 1, 7-8.

Respondent had proven himself disloyal to his client --- exploitative, untrustworthy, and a double-dealer. The client's land had been sold. The client did not know who the buyer was. Respondent acted to protect the buyer's interest, and in all likelihood, his as well. The client did not know and still does not know how much was actually paid for the land. Money flowed from an account set-up by Respondent himself and although under the Cooperative's name, Respondent alone had access to it. The cash proceeds of the sale have not been accounted for to this date.

A lawyer is prohibited from acting or continuing to act for a client where there is a conflict of interest, except when there is a written consent of all concerned after a full disclosure of the facts. Here, there was no consent to speak of at all. Instead of halting his legal representation of the Cooperative to avoid conflict of interest, he stubbornly continued to engage therein *i.e.* his seeming obsession to sell the land in question. He even managed to secure alleged General Assembly Resolutions to validate his objective of selling the land.

The rule against conflict of interest requires a lawyer to decline a retainer from a prospective client or withdraw from a client's ongoing matter. This, Respondent did not do, obviously for monetary considerations arising from the sale of the land. A lawyer should examine whether a conflict of interest exists not only from the outset but throughout the duration of a retainer because new circumstances or information may establish or reveal a conflict of interest. Respondent did not have the circumspection as his professional judgment has been obscured by the singular objective of selling the land to his undisclosed buyer.

Indeed, Respondent had acted with corrupt intent to flagrantly disregard established ethical rules, and his conduct amounts to grave misconduct.

***Disbarment is the appropriate penalty for Respondent's repeated professional infractions***

This is the second time Respondent is being accused of breaching his fiduciary duties all because of money. In *Spouses Concepcion v. Dela Rosa*,<sup>26</sup> he borrowed money from his clients-spouses. On demand by his clients-spouses, he just altogether did not pay his creditors. He even denied being indebted to them. For this infraction, he was ordered suspended from the practice of law for three (3) years effective September 26, 2016. No sooner had he started serving the penalty when the infractions here came to light. They are not just a reincarnation of the same breach of the rule against conflict of interest but one which dwarfs the first in terms of the number of persons affected, the amounts involved, and the audacity and temerity of its commission.

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<sup>26</sup> 752 Phil. 485 (2015).

It has been ruled that “[d]isbarment should never be decreed where any lesser penalty could accomplish the end desired. Undoubtedly, a violation of the high moral standards of the legal profession justifies the imposition of the appropriate penalty, including suspension and disbarment. These penalties are imposed with great caution, because they are the most severe forms of disciplinary action and their consequences are beyond repair.”<sup>27</sup>

We understand this is the rule. But the threshold here has been passed. This is the second time in a very short span of time that Respondent must answer to a situation of conflict of interest involving substantial amounts of money. He has been warned the first time; he has not made amends to undo the consequences of his indiscretions and greed this second time. He was punished with three (3) years of suspension, but to no avail, as no sooner could he complete the service of the penalty than he is again before the IBP and the Court reviewing his actuations.

In *Pacana v. Pascual-Lopez*,<sup>28</sup> the disbarred lawyer collected money and properties from the client and failed to account for them as she was also representing clients with interests adverse to the former.<sup>29</sup> The situation here is similar to *Pacana*. Respondent was involved conflict of interest and guilty of failure to account for the funds owing their clients.

**WHEREFORE**, the Court finds Respondent Atty. Elmer A. Dela Rosa **GUILTY** of gross misconduct in violation of the Code of Professional Responsibility. He is **DISBARRED** from the practice of law. The Office of the Bar Confidant is **DIRECTED** to strike out the name of Elmer A. Dela Rosa from the Roll of Attorneys. This Resolution is without prejudice to any pending or contemplated proceedings to be initiated against Respondent.

The Office of the Bar Confidant should attach a copy of this Decision to Respondent’s records in its custody. Let copies of this Decision be furnished to the Integrated Bar of the Philippines and the Office of the Court Administrator for dissemination to all courts in the country.

This Decision takes effect immediately.

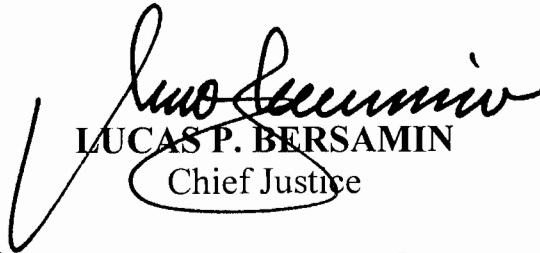
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<sup>27</sup> *Francia v. Abdon*, 739 Phil. 299, 312 (2014).

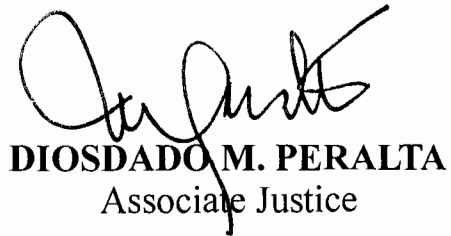
<sup>28</sup> 611 Phil. 399 (2009).


<sup>29</sup> As the Court noted in the decision: “After due hearing, IBP Investigating Commissioner Patrick M. Velez issued a Report and Recommendation finding that a lawyer-client relationship was established between respondent and complainant despite the absence of a written contract. The Investigating Commissioner also declared that respondent violated her duty to be candid, fair and loyal to her client when she allowed herself to represent conflicting interests and failed to render a full accounting of all the cash and properties entrusted to her. Based on these grounds, the Investigating Commissioner recommended her disbarment. . . . Respondent must have known that her act of constantly and actively communicating with complainant, who, at that time, was beleaguered with demands from investors of Multitel, eventually led to the establishment of a lawyer-client relationship. Respondent cannot shield herself from the inevitable consequences of her actions by simply saying that the assistance she rendered to complainant was only in the form of “friendly accommodations,” precisely because at the time she was giving assistance to complainant, she was already privy to the cause of the opposing parties who had been referred to her by the SEC.”


**SO ORDERED.**

  
**LUCAS P. BERSAMIN**  
Chief Justice

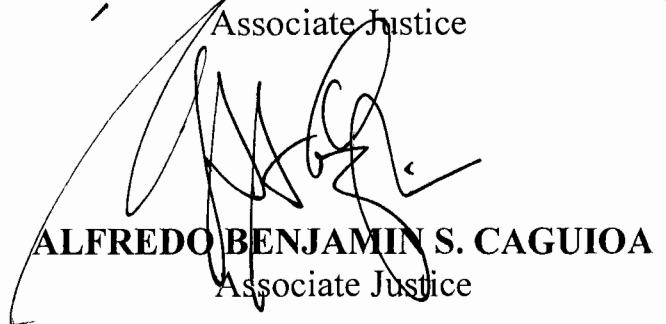
  
**ANTONIO T. CARPIO**  
Associate Justice


  
**DIOSDADO M. PERALTA**  
Associate Justice

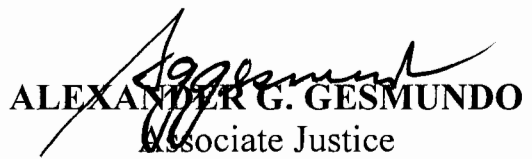
  
**ESTELA M. PERLAS-BERNABE**  
Associate Justice

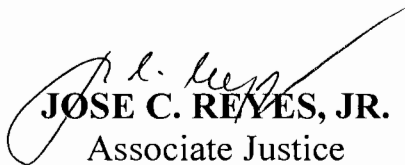
  
**MARVIC M.V.F. LEONEN**  
Associate Justice


  
**FRANCIS H. JARDELEZA**  
Associate Justice

  
**ALFREDO BENJAMIN S. CAGUIOA**  
Associate Justice

  
**ANDRES B. REYES, JR.**  
Associate Justice

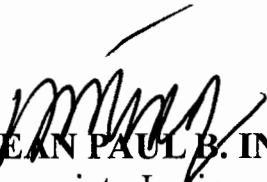
  
**ALEXANDER G. GESMUNDO**  
Associate Justice

  
**JOSE C. REYES, JR.**  
Associate Justice

  
**RAMON PAUL L. HERNANDO**  
Associate Justice

  
**ROSMARI D. CARANDANG**  
Associate Justice

  
**AMY C. LAZARO-JAVIER**  
Associate Justice

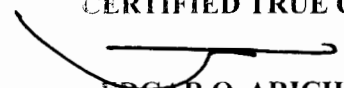


**HENRI JEAN PAUL B. INTING**  
Associate Justice



**RODIL V. ZALAMEDA**  
Associate Justice

**CERTIFIED TRUE COPY**



**EDGAR O. ARICHETA**  
Clerk of Court En Banc  
Supreme Court