



Republic of the Philippines
Supreme Court
 Manila

CERTIFIED TRUE COPY

 WILFREDO V. LABITAN
 Division Clerk of Court
 Third Division
 MAY 10 2019

THIRD DIVISION

**EMPIRE INSURANCE, INC.,
 MARIO A. REMOROSA (in his
 capacity as approving officer of
 Empire Insurance Company),
 VIRGINIA BELINDA S. OCAMPO,
 JOSE AUGUSTO G. SANTOS, and
 KATRINA G. SANTOS,**
 Petitioners,

G.R. No. 195215

Present:

PERALTA, J.,
Chairperson,
 LEONEN,
 A. REYES, JR.,
 HERNANDO, and
 CARANDANG,* JJ.

- versus -

**ATTY. MARCIANO S. BACALLA,
 JR., ATTY. EDUARDO M.
 ABACAN, ERLINDA U. LIM,
 FELICITO A. MADAMBA, PEPITO
 M. DELGADO, and THE
 FEDERATION OF INVESTORS
 TULUNGAN, INC.,**
 Respondents.

Promulgated:

March 6, 2019

X-----X

DECISION

REYES, A., JR., J.:

This is a petition for review on *certiorari*¹ under Rule 45 of the Revised Rules of Court which assails the Decision² and Resolution³ of the Court of Appeals (CA) in CA-G.R. SP No. 95754, respectively, dated September 30, 2010 and January 17, 2011, which, in turn, affirmed the

* Designated as additional Member per Special Order No. 2624 dated November 28, 2018.

¹ *Rollo*, Volume I, pp. 11-29.

² Penned by Associate Justice Amy C. Lazaro-Javier, with Associate Justices Sesinando E. Villon and Mario V. Lopez concurring; *id.* at 44-63.

³ *Id.* at 65.

issuance of the assailed Orders by the Regional Trial Court (RTC) of Las Piñas City, Branch 253, in a complaint for securities fraud, annulment, specific performance, and preliminary injunction.

The Facts

This case is an offshoot of the liquidation proceedings of the Tibayan Group of Companies (Tibayan Group), involving the recovery of 650,225 Prudential Bank common shares allegedly acquired in fraud of the Tibayan Group's investor-creditors, 230,225 shares of which formed part of the assets of TMG Holdings and 420,000 shares formed part of the assets of Cielo Azul Holdings Corporation. Both entities were allegedly dummy corporations used by the Tibayan Group to dispose of assets in fraud of creditors by using illegally transferred assets to buy and sell shares of stock, some of which were acquired by petitioner Empire Insurance, Inc. (EII), Virginia Belinda S. Ocampo, Jose Augusto G. Santos, and Katrina G. Santos.

On September 24, 2004, the RTC of Las Piñas City, Branch 253 granted the petition in Civil Case No. LP-04-0082, entitled *In the matter of the Petition for Involuntary Dissolution with Prayer for the Appointment of a Receiver and Management Committee, Eduardo M. Abacan, et al. v. Tibayan Group of Investment Company, et al.* The dispositive portion of the Decision⁴ reads:

WHEREFORE, premises considered, finding merit to the instant petition for involuntary dissolution, the same is GRANTED.

Accordingly, judgment is rendered declaring the dissolution of the hereunder-named respondent corporations pursuant to the provisions of Sections 121 and 122 of the *Corporation Code of the Philippines*:

Tibayan Group of Investment Company, Inc.
Tibayan Management Group International Holdings Co. Ltd.
TG Asset Management Corporation
MATCOR Holdings Company Ltd.
JETCOR Equity Company Ltd.
Sta. Rosa Management and Trading Corporation
Westar Royalty Management and Trading Corporation
Starboard Management and Trading Corporation
United Alpa Management and Trading Corporation
Global Progress Management and Trading Corporation
Athon Management and Trading Corporation
Diamond Star Management and Trading Corporation

Likewise, all claims of the petitioners herein and all other creditors shall be paid, as far as practicable, out of the assets and other properties of respondents Jesus V. Tibayan, Palmy B. Tibayan, the above-named

⁴ Rendered by Acting Presiding Judge Elizabeth Yu-Guray; id. at 453-462.



corporations and all other officers and directors, nominees and / or dummies.

Furthermore, the Receiver Atty. Marciano S. Bacalla, Jr. is ordered to immediately effect the liquidation process pursuant to Section 122 of the Corporation Code and exercise any and all of the powers enumerated under Section 5, Rule 9 of the *Interim Rules Governing Intra-Corporate Controversies under RA 8799*, and such other powers as may be deemed necessary, just and equitable under the premises and / or circumstances.

Furnish a copy of this Decision to the Securities and Exchange Commission for its information and appropriate action.

SO ORDERED.⁵

On August 25, 2005, Atty. Marciano S. Bacalla, Jr. (Bacalla), in his capacity as the court-appointed receiver of the Tibayan Group, filed a "Very Urgent" application for injunctive relief before the trial court, seeking to enjoin the holders of the Prudential Bank shares from selling or otherwise disposing the same to other parties. The trial court, in its Resolution dated September 15, 2005, granted the application and further authorized Bacalla to prosecute an action to recover the shares.

Bacalla, together with certain Tibayan Group investors who filed the dissolution suit (hereinafter referred to as the Bacalla group), thus filed a case for securities fraud, declaration of nullity, and specific performance with prayer for issuance of writ of preliminary injunction before the RTC of Las Piñas City, impleading the Tibayan Group and its officers,⁶ its alleged dummy corporations, the stock brokerage firms which brokered the sales,⁷ and the subsequent buyers of the Prudential Bank shares,⁸ as

⁵ Id. at 346-347.

⁶ Of the defendants, Jamcor Holdings Corporation and Cielo Azul Holdings Corporation are either member corporations or alleged dummies of the Tibayan Group; while Jesus V. Tibayan and Liboro E. Elacio are corporate officers of the Tibayan Group.

⁷ Defendants First Orient Securities, Inc. and Trinidad Y. Kalaw.

⁸ All defendants other than those listed in footnotes 6 and 7, including herein petitioners EII, *et al.*, are the end-buyers of the Prudential Bank shares. They are alleged to "have related interests with Prudential Bank in sales transactions coursed through the [Philippine Stock Exchange] but in reality were PRIVATELY NEGOTIATED BLOCK SALES and thus considered NON-EXCHANGE TRANSACTIONS." It is further alleged that the transactions which led to the acquisition of the shares by these defendants are "improper matched orders" which are considered unlawful and manipulative acts under Section 24.1(a)(ii) of the Securities Regulation Code; and that these transactions were committed by the Tibayan Group in conspiracy and collusion with the end-buyers, including the herein petitioners. See Complaint, *rollo*, Vol. I, pp. 107-112. The complaint further alleges, in its third cause of action, that petitioner Empire Insurance, Inc. was motivated to buy the shares in dispute to be rid of the embarrassing situation of having an affiliated company (Prudential Bank) whose major stockholders are persons and entities associated with the Tibayan Group, which at that time was under investigation by the Securities and Exchange Commission; and that the payment for the sale of the shares from Cielo Azul to Empire Insurance was tainted with irregularities. See Complaint, *rollo*, Vol. I, pp. 142-144. Finally, it was further alleged that the acquisition of Prudential Bank shares by herein petitioners Jose Augusto G. Santos and Katrina G. Santos was attended by irregularities which are indicia of fraudulent disposition of shares. See Complaint, *rollo*, Vol. I, pp. 117-130. *In toto*, these circumstances, among others, attendant to the sales of the shares are alleged to be in violation of Sections 24 and 26 of the Securities Regulation Code, hence, the sale transactions are void. See Complaint, *rollo*, Vol. I, p. 130.



defendants.⁹ The complaint,¹⁰ dated October 14, 2005, alleged that the shares were originally acquired by TMG Holdings and Cielo Azul Holdings Corporation (CAHC) using the Tibayan Group's corporate funds; and were then sold by these dummy corporations to the defendants, in fraud of the investor-creditors of the Tibayan Group. To support the prayer for a writ of preliminary injunction, the complaint further alleged that the shares are in danger of being dissipated because the Securities and Exchange Commission (SEC) has received a tender offer to purchase them from the defendants, which would place them beyond the reach of the Bacalla group. Thus, it was prayed *inter alia* that the trial court issue a writ of preliminary injunction to enjoin and prohibit the defendants from selling or otherwise disposing of the shares in dispute to other persons until the final resolution of the case. In computing the amount of filing fees, the clerk of court used the par value of the shares (Php 100.00) as basis.

In their answer, defendants countered that: 1) the filing fees were deficient because the correct basis of computation should have been the market value of the shares, which was alleged to be at Php 400.00 to 700.00, thus, the trial court did not acquire jurisdiction; 2) the complaint failed to state a cause of action; 3) Bacalla and the Federation of Investors Tulungan, Inc. (FITI) were not real parties-in-interest; and 4) the sales of the shares by the alleged Tibayan Group dummies to the defendants were valid.

On November 29, 2005, the trial court issued an Order¹¹ granting the Bacalla group's prayer for a writ of preliminary injunction, ruling that they were able to substantiate the bases for the grant of such relief in their favor. The trial court relied mainly on the findings of the SEC, which previously issued a Cease-and-Desist Order directing the Tibayan Group to stop dealing in securities; and the memorandum issued by the Philippine Stock Exchange (PSE) notifying stockbrokers that Prudential Bank shares in the name of the

⁹ The Complaint was captioned "*Atty. Marciano S. Bacalla, Jr. in his capacity as court-appointed Receiver and as legal substitute of the Tibayan Group of Companies, Eduardo M. Abacan, Erlinda U. Lim, Felicito A. Madamba, Pepito M. Delgado, in their own behalf and as members of the Federation of Investors Tulungan, Inc., Federation of Investors Tulungan, Inc., plaintiffs, v. Prudential Bank Employees Retirement Fund, Lauro Jocson in his capacity as approving officer of Prudential Bank – Trust Division, Empire Insurance Company, Mario A. Remorosa in his capacity as approving officer of Empire Insurance Company, A.J. Thomas S. Barrera, Bella Aurora S. Barrera, Karla S. Barrera, Virginia Victoria S. Barrera, Ma. Remedios E. Camara, Augusto S. Estrada, Ramon S. Estrada, Augusto Angel S. Gonzales, Clarissa S. Gonzales, Ma. Blanquita S. Gonzales, Renato S. Gonzales, Jr., Susan S. Luk, Virginia Belinda S. Ocampo, Ana Maria G. Santos, Carlos Eduardo G. Santos, Jose Augusto G. Santos, Katrina G. Santos, Ma. Magdalena G. Santos, Ma. Rowena O. Santos, Ma. Virginia Isabel O. Santos, Patricia G. Santos, Raphael O. Santos, Roman O. Santos, Jr., Santiago S. Syjuco III, Sylvia S. Tantuico, Cecilia S. Vergel de Dios, Eric Thomas S. Vergel de Dios, Ernesto S. Vergel de Dios, Felisa S. Vergel de Dios, Francisco Eduardo S. Vergel de Dios, Gloria Lee Carmen S. Vergel de Dios, Jose S. Vergel de Dios, Katherine Gail S. Vergel de Dios, Roman S. Vergel de Dios, First Orient Securities Inc., Trinidad Y. Kalaw in his capacity as President and General Manager of First Orient Securities, Inc., Prudential Bank and Trust Company, Felipe C. Gella in his capacity as Corporate Secretary of Prudential Bank, Jamcor Holdings Corporation, Cielo Azul Holdings Corporation, Jesus V. Tibayan in his capacity as former General Partner of Tibayan Management Group International Holdings Co., Ltd. and as officer and director of Jamcor Holdings Corporation, and Liborio E. Elacio in his capacity as officer and director of Cielo Azul Holdings Corporation, defendants.*" See rollo, Vol. 1, pp. 66-68.

¹⁰ Rollo, Vol. 1, pp. 66-165.

¹¹ Id. at 166-170.

Meyer

corporations linked with Tibayan Group shall not be traded until further notice. The trial court also took into account the difficulty of the factual and legal issues involved in the case and the need to preserve the status *quo* during the pendency of the main case.

As regards the alleged deficiency in the payment of filing fees, the trial court refused to disturb the clerk of court's computation thereof, invoking the presumption of regularity in the performance of official duties.

Of the 46 defendants before the trial court, only EII, Mario A. Remorosa, Virginia Belinda S. Ocampo, Jose Augusto G. Santos, and Katrina G. Santos (hereinafter referred to the Empire group) filed a motion for reconsideration seeking to have the Order dated November 29, 2005 set aside. However, both the trial court¹² and, on petition for *certiorari*, the CA,¹³ refused to do so, essentially ruling that the Bacalla group was able to establish the existence of a material and substantial invasion of a clear and unmistakable right in their favor, which would cause them serious damage if not stopped through a writ of preliminary injunction.

On the issue of the correct amount of filing fees to be paid, the CA upheld par value as the basis for the computation of the filing fees. It held that the market value of the shares was only mentioned as part of the complaint's narration of facts. In contrast, the par value is the nominal value of the shares as stated in the stock certificates.

On the issue of the propriety of the grant of preliminary injunctive relief, the CA held that the Bacalla group had a clear and unmistakable right stemming from the final and executory decision in the petition for dissolution, under which the Bacalla group were entitled to the return of any and all assets of the Tibayan Group. The CA held that there was a "traceable connection" from the Tibayan Group to TMG Holdings and CAHC; and a "discernible flow of assets" from the Tibayan Group to the defendants, as Tibayan Group member companies transferred some of their assets to the dummy corporations, which then used the assets to buy the shares in dispute, which were in turn sold to the defendants. The CA, therefore, concluded that the further disposition of the shares in dispute would result in further dissipation and dispersal of the assets originally held by the Tibayan Group, which would cause serious damage to the Bacalla group as they would be compelled to trace and pool back the assets.

Aggrieved, the Empire group sought recourse before this Court, still seeking to set aside the Order dated November 29, 2005, on the following grounds:

¹² Resolution dated May 30, 2006, penned by Judge Salvador V. Timbang, Jr.

¹³ Special Fifth Division, composed of Associate Justices Sesinando E. Villon (Acting Chairperson), Mario V. Lopez, and Amy C. Lazaro-Javier (*ponente*).



I. THE CA COMMITTED AN ERROR OF LAW IN UPHOLDING THE TRIAL COURT'S ISSUANCE OF THE WRIT OF PRELIMINARY INJUNCTION, DESPITE THE BACALLA GROUP'S FAILURE TO PAY THE CORRECT FILING FEES; and

II. THE CA COMMITTED AN ERROR OF LAW IN REFUSING TO RECOGNIZE THAT THE EMPIRE GROUP WAS DENIED DUE PROCESS OF LAW WHEN THE INJUNCTION WAS ISSUED.¹⁴

Ruling of the Court

The Court affirms the rulings of the lower courts.

Correct amount of filing fees

The settled rule is that a case is deemed filed only upon the payment of the filing fee. The court acquires jurisdiction over the case only upon full payment of such prescribed filing fee. The computation of the correct amount of filing fees to be paid rests upon a determination of the nature of the action. Thus, in a money claim or a claim involving property, the filing fee is computed in relation to the value of the money or property claimed;¹⁵ while in an action incapable of pecuniary estimation, the Rules prescribe a determinate amount as filing fees.¹⁶

Jurisprudence has laid down the "primary objective" test to determine if an action is incapable of pecuniary estimation. This test is explained in the 1968 case of *Lapitan v. Scandia, Inc., et al.*,¹⁷ viz.:

A review of the jurisprudence of this Court indicates that in determining whether an action is one the subject matter of which is not capable of pecuniary estimation, this Court has adopted the **criterion of first ascertaining the nature of the principal action or remedy sought**. If it is *primarily* for the recovery of a sum of money, the claim is considered capable of pecuniary estimation, and whether jurisdiction is in the municipal courts or in the courts of first instance would depend on the amount of the claim. However, **where the basic issue is something other than the right to recover a sum of money, or where the money claim is purely incidental to, or a consequence of the principal relief sought** like in suits to have the defendant perform his part of the contract (specific performance) and in actions for support, or for annulment of a judgment or

¹⁴ *Rollo*, Vol. I, pp. 166-170.

¹⁵ RULES OF COURT, Rule 141, Section 7(a).

¹⁶ RULES OF COURT, Rule 141, Section 7(b), 8(d).

¹⁷ 133 Phil. 526 (1968).

Meyer

to foreclose a mortgage, this Court has considered such actions as cases where the subject of the litigation may not be estimated in terms of money, and are cognizable exclusively by courts of first instance. The rationale of the rule is plainly that the second class [of] cases, besides the determination of damages, demand an inquiry into other factors which the law has deemed to be more within the competence of courts of first instance, which were the lowest courts of record at the time that the first organic laws of the Judiciary were enacted allocating jurisdiction.¹⁸ (Citations omitted and emphases Ours)

In *Lu v. Lu Ym, Sr., et al.*,¹⁹ the Court held that an action for “Declaration of Nullity of Share Issue, Receivership and Dissolution” was incapable of pecuniary estimation, because “*the annulment of the shares, the dissolution of the corporation and the appointment of receivers/management committee are actions which do not consist in the recovery of a sum of money. If, in the end, a sum of money or real property would be recovered, it would simply be the consequence of such principal action;*”²⁰ and the plaintiffs therein “*do not claim to be the owners thereof entitled to be the transferees of the shares of stock. The mention of the real value of the shares of stock, over which [plaintiffs] do not, it bears emphasis, interpose a claim of right to recovery, is merely narrative or descriptive in order to emphasize the inequitable price at which the transfer was effected.*”²¹

The Court further noted in *Lu* that actions assailing the legality of a conveyance or for annulment of contract have been considered incapable of pecuniary estimation.²² This ruling, which is further reiterated in a catena of cases,²³ also finds mooring in *Lapitan*,²⁴ where the Court, speaking through the eminent jurist J.B.L. Reyes, explained that:

[N]o cogent reason appears, and none is here advanced by the parties, why an action for rescission (or resolution) should be differently treated, a “rescission” being a counterpart, so to speak, of “specific performance.” In both cases, the court would certainly have to undertake an investigation into facts that would justify one act or the other. No award for damages may be had in an action for rescission without first conducting an inquiry into matters which would justify the setting aside of a contract, in the same manner that courts of first instance would have to make findings of fact and law **in actions not capable of pecuniary estimation** expressly held to be so by this Court, **arising from issues like x x x the legality or illegality of the conveyance sought for** and the determination of the validity of the money deposit made; x x x validity of a judgment; x x x validity of a mortgage; x x x the relations of the parties, the right to support created by the relation, etc., in actions for support; x x x **the validity or nullity of documents upon which claims are predicated.**

¹⁸ Id. at 528.

¹⁹ 658 Phil. 156 (2011).

²⁰ Id. at 181.

²¹ Id. at 180.

²² Id. at 181.

²³ See *Genesis Investment, Inc., et al. v. Heirs of Ceferino Ebarasabal, et al.*, 721 Phil. 798, 801 (2013), and cases cited therein.

²⁴ Supra note 17.

Reyes

Issues of the same nature may be raised by a party against whom an action for rescission has been brought, or by the plaintiff himself. It is, therefore, difficult to see why a prayer for damages in an action for rescission should be taken as the basis for concluding such action as one capable of pecuniary estimation — a prayer which must be included in the main action if plaintiff is to be compensated for what he may have suffered as a result of the breach committed by defendant, and not later on precluded from recovering damages by the rule against splitting a cause of action and discouraging multiplicity of suits.²⁵ (Emphases Ours)

Seen in light of these doctrines, the Court holds that the action filed by the Bacalla group in the case at bar is incapable of pecuniary estimation. The action has for its primary objective the nullification of the transactions which brought the shares in dispute outside the control of the debtor, *i.e.*, Tibayan Group, and perforce to preserve them for inclusion in the assets to be liquidated. Furthermore, the Bacalla group does not assert direct, personal claims over the shares. Bacalla claims the shares only in his capacity as receiver of the Tibayan Group, while Abacan, *et al.* and FITI claim the shares only for purposes of having them included in the asset pool of the Tibayan Group, out of which their respective claims are to be paid. These circumstances distinguish the case at bar from those obtaining in *National Steel Corporation v. CA*,²⁶ where the Court upheld the computation of filing fees on the basis of the market value of the shares in dispute, because the plaintiff therein lodged a direct and personal claim over the shares. The Court, therefore, held that the primary objective of the claim in that case was for recovery of property, hence, filing fees must be computed on the basis of the value of the shares as alleged by the claimant. Considering that the Bacalla group paid almost Php 1,100,000.00 in filing fees, they have more than complied with the requirements of the Rules of Court.

Propriety of injunctive relief

The Empire group, in assailing the grant of preliminary injunctive relief to the Bacalla group, essentially assails the courts *a quo*'s appreciation of the evidence presented in support of said relief. They argue that the SEC findings and the PSE memorandum do not constitute sufficient basis for the grant of a preliminary injunctive writ. Very well-settled is the rule that the factual findings of the CA are binding upon this Court, especially when such findings concur with those of the trial court.²⁷

At any rate, the Empire group failed to offer cogent reasons to reverse the concurrent rulings of the courts *a quo*.

²⁵ Id. at 529-530.

²⁶ 362 Phil. 150 (1999).

²⁷ *Philippine National Bank v. Spouses Reblando*, 694 Phil. 669, 679 (2012).

Meyer

Commentators have explained that the purpose of preliminary injunction is “to prevent threatened or continuous irremediable injury to some of the parties before their claims can be thoroughly studied and adjudicated. Its sole aim to preserve the status *quo* until the merits of the case can be heard fully,” “by restraining action or interference or by furnishing preventive relief. The status *quo* is the last actual, peaceable, uncontested status which precedes the pending controversy.”²⁸ Jurisprudence has laid down the following requisites for the valid grant of preliminary injunctive relief: (a) that the right to be protected exists *prima facie*; (b) that the act sought to be enjoined is violative of that right; and (c) that there is an urgent and paramount necessity for the writ to prevent serious damage.²⁹ Elucidating on these requirements, the Court has held that the evidence required to justify the issuance of the writ need not be conclusive or complete; and only a sampling of evidence intended merely to give the court an idea of the justification for the preliminary injunction is required. There must be proof of an ostensible right to the final relief prayed for in the complaint.³⁰ Ultimately, the grant of preliminary injunctive relief rests upon the sufficiency of the allegations made in support thereof.³¹

The Court has studied the record assiduously and is satisfied that the allegations and evidence set forth by the Bacalla group constitute sufficient bases for the grant of preliminary injunctive relief.

Anent the first requisite, there has been a *prima facie* showing of the existence of a right *in esse* in favor of the Bacalla group. As found by the CA, their right to the shares in dispute is based on the final and executory decision of the trial court in the dissolution proceedings against Tibayan Group. The findings of the SEC which led to the issuance of the Cease-and-Desist Order against the Tibayan Group, and the PSE memorandum only serve as further proof of the existence of this clear and unmistakable right, by illustrating the flow of the assets from the Tibayan Group to the dummy corporations to the defendants. The entitlement of the Bacalla Group to the shares in dispute is clearly established by the decision in the dissolution case and the resolution of the trial court authorizing Bacalla to sue for their recovery and inclusion in the asset pool of the Tibayan Group.

Anent the second and third requisites, given that shares of stock are a readily tradable commodity, the Court concurs with the CA that the right of the Bacalla group to the return of the shares to the Tibayan Group’s asset pool will be greatly prejudiced if the continued disposition thereof is not enjoined. The Court quotes with approval the findings of the appellate court:

²⁸ 3 Oscar M. Herrera, Remedial Law 69 (1999); 1 Florenz D. Regalado, Remedial Law Compendium 720 (2005).

²⁹ *BPI v. Judge Hontanosas, Jr., et al.*, 737 Phil. 38, 54 (2014), citing *City Government of Butuan, et al. v. Consolidated Broadcasting System, Inc., et al.*, 651 Phil. 37, 54 (2010).

³⁰ *Los Baños Rural Bank, Inc. v. Africa*, 433 Phil. 930, 941 (2002).

³¹ Antonio R. Bautista, Basic Civil Procedure 140 (2009).



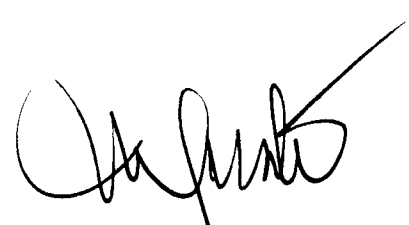
Private respondents (the Bacalla group) truly have a clear and present right to be protected insofar as the subject shares are concerned. To allow their further disposition would result in the continued dissipation and dispersal of the original assets of the [Tibayan Group]. It would be harder for private respondents to trace and pool them back together again. They would suffer serious damage for the assets sought to be protected may forever get lost if they continue to change hands. By then, any judgment in the case would become ineffectual.³²

WHEREFORE, premises considered, the petition is hereby **DENIED**. The Decision dated September 30, 2010 and the Resolution dated January 17, 2011 of the Court of Appeals in CA-G.R. SP No. 95754 are hereby **AFFIRMED**.

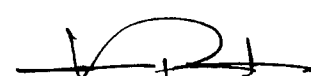
SO ORDERED.


ANDRES B. REYES, JR.
Associate Justice

WE CONCUR:


DIOSDADO M. PERALTA
Associate Justice
Chairperson

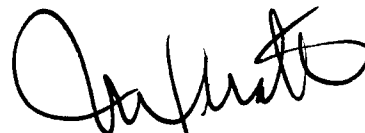

MARVIC M.V.F. LEONEN
Associate Justice


RAMON PAUL L. HERNANDO
Associate Justice


ROSMARI D. CARANDANG
Associate Justice

A T T E S T A T I O N

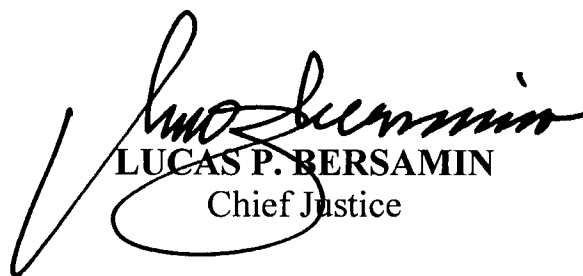
I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



DIOSDADO M. PERALTA
Associate Justice
Chairperson, Third Division

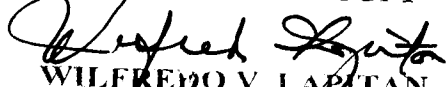
C E R T I F I C A T I O N

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.



LUCAS P. BERSAMIN
Chief Justice

CERTIFIED TRUE COPY



WILFREDO V. LAPIDAN
Division Clerk of Court
Third Division

MAY 10 2019