



REPUBLIC OF THE PHILIPPINES

Sandiganbayan
Quezon City

SEVENTH DIVISION

PEOPLE OF THE PHILIPPINES,
Plaintiff,

Crim. Case No. SB-14-CRM-0224

- versus -

For: Violation of Sec. 3(b),
R.A. No. 3019

**CAMILO TOLENTINO
LAMMAWIN, JR. and SALUD
IMATONG LAMMAWIN,**
Accused.

X-----X

PEOPLE OF THE PHILIPPINES,
Plaintiff,

Crim. Case No. SB-14-CRM-0225

- versus -

For: Violation of Sec. 3(b),
R.A. No. 3019

**CAMILO TOLENTINO
LAMMAWIN, JR. and SALUD
IMATONG LAMMAWIN,**
Accused.

X-----X

PEOPLE OF THE PHILIPPINES,
Plaintiff,

Crim. Case No. SB-14-CRM-0226

- versus -

For: Direct Bribery, Art. 210,
Revised Penal Code

**CAMILO TOLENTINO
LAMMAWIN, JR. and SALUD
IMATONG LAMMAWIN,**
Accused.

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PEOPLE OF THE PHILIPPINES,
Plaintiff,

Crim. Case No. SB-14-CRM-0227

- versus -

For: Direct Bribery, Art. 210,
Revised Penal Code

**CAMILO TOLENTINO
LAMMAWIN, JR. and SALUD
IMATONG LAMMAWIN,**
Accused.

Present:

GOMEZ-ESTOESTA, J., Chairperson,
TRESPESES, J., and
HIDALGO, J.

Promulgated:

July 19, 2014 *JH*

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JOINT DECISION

HIDALGO, J.:

The People of the Philippines charged Camilo Tolentino Lammawin, Jr. (accused Camilo), then Municipal Mayor of Tabuk, Kalinga, and his wife Salud Imatong Lammawin (accused Salud) with two (2) counts of Violation of Section 3(b), Republic Act (R.A.) No. 3019 and two (2) counts of Direct Bribery, punishable under Article 210 of the Revised Penal Code in the following Informations¹ dated January 21, 2014:

**Crim. Case No. SB-14-CRM-0224
Violation of Sec. 3(b), R.A. No. 3019**

That on July 10, 2002 or sometime prior or subsequent thereto, in Tabuk, Province of Kalinga, Philippines, and within the jurisdiction of this Honorable Court, the above-named accused **CAMILO T. LAMMAWIN, JR.**, then Mayor of the Municipality of Tabuk, committing the offense while in the performance of his official function and in relation to office, taking advantage of his official position, conspiring and confederating with accused **SALUD I. LAMMAWIN**, his wife, did then and there willfully, unlawfully and criminally demand/request from Rodman Construction and Development Corporation (RCDC), the amount of Four Hundred Thousand Pesos (Php400,000.00), in consideration and in exchange of the approval/release of the check amounting to

¹ Record, Vol. 4, pp. 1-8.

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Two Million Pesos (Php2,000,000.00), representing the balance of the advance payment of the Municipality of Tabuk to RCDC, and wherein accused CAMILO T. LAMMAWIN, JR. as its local chief executive has to intervene, being a signatory of the said check, the Disbursement Voucher, and having custody/control in the disbursement of funds of the Municipality, which demand/request was reluctantly followed/complied by RCDC through Mrs. [Susana] Rodriguez, its Treasurer, by depositing One Hundred Thousand Pesos (Php100,000.00) to the bank account of accused CAMILO T. LAMMAWIN, JR. at the Philippine National Bank, and another Three Hundred Thousand Pesos (Php300,000.00) in the Land Bank Account of accused SALUD I. LAMMAWIN, to the damage and prejudice of RCDC in the amount of Four Hundred Thousand Pesos (Php400,000.00).

CONTRARY TO LAW.

Crim. Case No. SB-14-CRM-0225
Violation of Sec. 3(b), R.A. No. 3019

That on October 18, 2002 or sometime prior or subsequent thereto, in Tabuk, Province of Kalinga, Philippines, and within the jurisdiction of this Honorable Court, the above-named accused **CAMILO T. LAMMAWIN, JR.**, then Mayor of the Municipality of Tabuk, committing the offense while in the performance of his official function and in relation to office, taking advantage of his official position, conspiring and confederating with accused **SALUD I. LAMMAWIN**, his wife, did then and there willfully, unlawfully and criminally demand/request from Rodman Construction and Development Corporation (RCDC), the amount of One Hundred Twenty Thousand Pesos (Php120,000.00), in exchange of the approval/release of the check amounting to One Million Seven Hundred Thirty Two Thousand Two Hundred Sixty Pesos (Php1,732,260.00), representing the remaining balance of the advance payment of the Municipality of Tabuk to RCDC, and wherein accused CAMILO T. LAMMAWIN, JR. as its local chief executive has to intervene, being a signatory of the said check, the Disbursement Voucher, and having custody/control in the disbursement of funds of the Municipality, which demand/request was reluctantly followed/complied by RCDC through Mrs. [Susana] Rodriguez, its Treasurer, by causing the deposit of One Hundred Twenty Thousand Pesos (Php120,000.00) to the Land Bank Account of accused SALUD I. LAMMAWIN, to the damage and prejudice of RCDC in the amount of One Hundred Twenty Thousand Pesos (Php120,000.00).

CONTRARY TO LAW.

Crim. Case No. SB-14-CRM-0226
Direct Bribery, Art. 210, Revised Penal Code

That on July 10, 2002 or sometime prior or subsequent thereto, in Tabuk, Province of Kalinga, Philippines, and within the jurisdiction of this Honorable Court, the above-named accused

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CAMILO T. LAMMAWIN, JR., then Mayor of the Municipality of Tabuk, committing the offense while in the performance of his official function and in relation to office, taking advantage of his official position, conspiring and confederating with accused **SALUD I. LAMMAWIN**, his wife, did then and there willfully, unlawfully and feloniously demand from Rodman Construction and Development Corporation (RCDC), the amount of Four Hundred Thousand Pesos (Php400,000.00), in consideration and in exchange of the approval/release of the check amounting to Two Million Pesos (Php2,000,000.00), representing the balance of the advance payment of the Municipality of Tabuk to RCDC, and wherein accused **CAMILO T. LAMMAWIN, JR.** as its local chief executive has to intervene, being a signatory of the said check, the Disbursement Voucher, and having custody/control in the disbursement of funds of the Municipality, which demand was reluctantly followed/complied by RCDC through Mrs. [Susana] Rodriguez, its Treasurer, by depositing One Hundred Thousand Pesos (Php100,000.00) to the bank account of accused **CAMILO T. LAMMAWIN, JR.** at the Philippine National Bank, and another Three Hundred Thousand Pesos (Php300,000.00) in the Land Bank Account of accused **SALUD I. LAMMAWIN**, and once deposited in their bank accounts, accused **CAMILO T. LAMMAWIN, JR.** thereafter caused the release of the check to RCDC.

CONTRARY TO LAW.

Crim. Case No. SB-14-CRM-0227
Direct Bribery, Art. 210, Revised Penal Code

That on October 18, 2002 or sometime prior or subsequent thereto, in Tabuk, Province of Kalinga, Philippines, and within the jurisdiction of this Honorable Court, the above-named accused **CAMILO T. LAMMAWIN, JR.**, then Mayor of the Municipality of Tabuk, committing the offense while in the performance of his official function and in relation to office, taking advantage of his official position, conspiring and confederating with accused **SALUD I. LAMMAWIN**, his wife, did then and there willfully, unlawfully and feloniously demand from Rodman Construction and Development Corporation (RCDC), the amount of One Hundred Twenty Thousand Pesos (Php120,000.00), in exchange of the approval/release of the check amounting to One Million Seven Hundred Thirty Two Thousand Two Hundred Sixty Pesos (Php1,732,260.00), representing the remaining balance of the advance payment of the Municipality of Tabuk to RCDC, and wherein accused **CAMILO T. LAMMAWIN, JR.** as its local chief executive has to intervene, being a signatory of the said check, the Disbursement Voucher, and having custody/control in the disbursement of funds of the Municipality, which demand was reluctantly followed/complied by RCDC through Mrs. [Susana] Rodriguez, its Treasurer, by causing the deposit of One Hundred Twenty Thousand Pesos (Php120,000.00) to the Land Bank Account of accused **SALUD I. LAMMAWIN**, and once deposited in the said account, accused **CAMILO T. LAMMAWIN, JR.** thereafter caused the release of the check to RCDC.

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CONTRARY TO LAW.

Antecedent Facts

After the above Informations were filed with this Court, accused Camilo and Salud voluntarily surrendered and posted bail bond on May 12, 2014 for their provisional liberty.² A Hold Departure Order³ dated May 14, 2014 was subsequently issued against them.

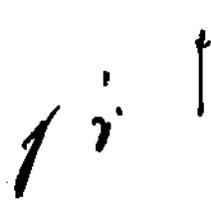
Both accused were arraigned on June 15, 2015 with the assistance of their counsel and they pleaded “not guilty” to the crimes charged.⁴ Pre-trial conference took place on October 27, 2017. During the said proceeding, the parties entered into the following stipulations:

1. The identities of the Accused. Accused Camilo Tolentino Lammawin Jr. (Camilo for brevity) is the same accused who pleaded not guilty to the offense[s] charged when arraigned on June 15, 2015.
2. Accused Salud Imatong Lammawin (Salud for brevity) is the same accused who pleaded not guilty to the offenses charged when arraigned on June 15, 2015.
3. Accused Camilo Tolentino Lammawin Jr. and Salud Imatong Lammawin are married to each other.
4. Accused Camilo Lammawin, Jr. is a high-ranking public official being the mayor of the Municipality of Tabuk, Kalinga at the time material to the case. He was then the Mayor of Tabuk when RODMAN Construction and Development Corp. (RODMAN for brevity) and the Local Government Unit (LGU) of Tabuk entered into an agreement to design, build, and lease water supply system in the Municipality of Tabuk, Kalinga.
5. Susan M. Rodriguez, Complainant in OMB-03-13-1318-J filed a Complaint-Affidavit dated October 15, 2003 against Camilo and Salud.
6. During the preliminary investigation of this case under docket OMB-03-1318-J, Camilo and Salud, separately filed their Counter-Affidavits both dated November 14, 2003.
7. The Municipality of Tabuk, Kalinga, through its Pre-Qualification, Bids, and Awards Committee (PBAC) conducted a bidding for the Design, Build, and Lease of the Tabuk Water Supply System (Project).
8. On November 29, 2001, the Municipality of Tabuk,

² Record, Vol. 1, pp. 83, 87.

³ Id. at 118.

⁴ Id. at 546-547.



Kalinga-PBAC awarded the Project to Rodman Construction and Development Corp. (RCDC).

9. On January 17, 2002, the Contract for Design, Build and Lease of the Tabuk Water Supply System (Contract) was entered into by and between the Municipality of Tabuk, through accused Camilo as its Mayor and Alexander Rodriguez, the President and Chief Executive Officer of RCDC.

10. Susan M. Rodriguez was the treasurer of RCDC.

11. The contract price of the Project is Forty Seven Million Six Hundred Forty-Seven Thousand Pesos (Php 47,647,000.00).

12. The Municipality of Tabuk through accused Camilo received the Letter dated February 14, 2002 from Susan M. Rodriguez. The Defense admitted only the fact of receipt but not the veracity of the contents thereof.

13. On February 18, 2002, the Municipality of Tabuk, Kalinga issued the Notice to Proceed to RCDC.

14. On February 20, 2002, the Municipality of Tabuk issued Development Bank of the Philippines (DBP) Check No. 000752061 payable to RCDC in the amount of Php 1,032,440.00.

15. The amount of Two Million Pesos (Php 2 Million) through a Disbursement Voucher dated July 5, 2002 was prepared and DBP Check No. 7520602 dated July 9, 2002 payable to RCDC for the payment of mobilization fee for the Project was issued by the Municipality of Tabuk to RCDC.

16. On July 10, 2002 Jesus Blaza on behalf of RCDC received DBP Check No. 7520602 dated July 9, 2002 for Php2Million.

17. Jesus B. Blaza was the Chief Engineering Officer of RCDC.

18. The amount of One Million Seven Hundred Thirty Two Thousand [Two Hundred] Sixty Pesos (Php 1,732,260.00) through a Disbursement Voucher dated October 18, 2002 was prepared and DBP Check No. 7520602 dated October 18, 2002 payable to RCDC for the payment of mobilization fee for the Project was issued by the Municipality of Tabuk of RCDC.

19. That the Municipality of Tabuk applied and was granted a loan by the World Bank for the construction of Level III Water System under the World Bank funded LGU Urban Water and Sanitation Project being initiated by the Development Bank of the Philippines (DBP) and the Department of [the] Interior and Local Government (DILG).

20. RODMAN was among the contractors accredited by the DBP and was awarded the successful bidder for the Design-Build-Lease (DBL) Contract of the project.

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21. On 19 February 2002, the amount of Php 1,032,440.00 was released to RODMAN.

22. Engineer Roy Ragunton was RODMAN's Operations Manager for the Tabuk Water Supply Project.

23. The Php 2,000,000.00 released to RODMAN was covered by a check dated July 9, 2002.

24. Php 1,732,260.00 was released by LGU-Tabuk to RODMAN.⁵

Likewise, they marked their respective documentary evidence and identified the following issues:

1. Whether Camilo T. Lammawin Jr. and Salud I. Lammawin are guilty of committing Direct Bribery under Article 210 of the Revised Penal Code.
2. Whether Camilo T. Lammawin Jr. and Salud I. Lammawin violated Section 3(b) of Republic Act No. 3019, as amended.⁶

Evidence for the Prosecution

Testimonial

To substantiate the charges filed against the two accused, the following witnesses were presented:

Josefina Martina Laragan-Chaclag, Branch Manager of Philippine National Bank (PNB), Tabuk Branch, from July 1, 2010 to present. She testified that she entered the bank on September 23, 1991 and has been with PNB Tabuk Branch for 23 years. As Branch Manager, her duties and functions include oversight and supervision of all bank activities, participation in the control and custody of any document and cash accountability, and participation in any social and civic activity or any advisory to which she is compelled to attend. As to the last function, she is enjoined to attend meetings with the Chief Executive of the local government unit (LGU) and appear before the courts to represent the bank as its Branch Manager. In relation to these cases, she admitted receiving a subpoena from this Court with attached photocopy of a peso deposit slip and an official receipt. Upon receipt of the subpoena, she looked for account number 6295011201 of the indicated account name in the computer assigned to her. She revealed that it is an old account number under the old Kertzhman Banking International system; and under the new Flex Cube system, the new account number assigned to the old one is 35772140019. She admitted that she does not have the copy of the PNB

⁵ Record, Vol. 2, pp. 100-102.

⁶ Id. at 110.

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deposit slip required in the subpoena because an interbranch deposit was made at PNB Petron Mega Plaza Branch; hence, the PNB deposit slip is under the custody of Petron Mega Plaza, the receiving branch, as evidenced by the deposit slip's machine validated branch code, 265, representing Petron Mega Plaza Branch. She likewise testified on the official receipt issued by the teller of Petron Mega Plaza Branch in the amount of ₱100.00, also with 265 as branch code, as proof that due to the interbranch deposit, a bank service fee was charged on the deposit of ₱100,000.00 from the account 6295011201. She was not able to present the PNB Official Receipt, for it was also issued by the Petron Mega Plaza Branch.⁷

Further, she identified a Statement of Accounts for Lammawin, Camilo, with Account No. 6295011201. In said Statement of Accounts corresponding to the subject matter of the subpoena, she pointed to the entry dated July 10, 2002 with branch code 265 and cash deposit in the amount of ₱99,900.00.⁸

On cross examination, she said that, she did not see accused Camilo sign a deposit application form in the presence of the new accounts processor, though she was already employed with the bank at that time. Pertaining to the subject official receipt, she maintained that the ₱100.00 service charge was for the ₱100,000.00 deposit because based on the validation presented, the official receipt was made after the bank received the deposit as proven by the sequence numbers 941 (deposit slip) and 942 (official receipt). She added that she is not in custody of these two documents and she only has their photocopies; and that assigning of the new account to represent the old account is system generated.⁹

Armando R. Alvano, Department Manager of Landbank-Tabuk Branch. He has been employed with Landbank of the Philippines for 30 years. He was the Branch Head of Landbank-Lagawe Branch, Ifugao before he transferred to Landbank-Tabuk Branch on January 4, 2016. As Branch Manager of Landbank-Tabuk Branch, he has overall supervision and management over the affairs of the bank including custodianship and possession of bank records and the duty of responding to Court orders and other legal processes as may be required of him. He identified Exhibits "E," "E-1," "E-2," "E-2-a," "E-2-b," and "E-3" that were admitted by the defense as faithful reproduction of the originals. He likewise identified a copy of the print out of the transactions pertaining to Account No. 1052001567 for the months of July and October 2002; branch code 178 referring to Landbank-Pasong Tamo Branch and the entry ₱300,000.00, the cash deposit made at the Landbank-Pasong Tamo Branch to account 1052001567 under the name of accused Salud Lammawin; and branch code 283 referring to Landbank-Sta.

⁷ TSN, January 27, 2016.

⁸ Id.

⁹ Id.

Rosa, Laguna Branch and the entry ₱120,000.00, the cash deposit made at Landbank-Sta. Rosa, Laguna Branch to account 1052001567 under the name of accused Salud Lammawin.¹⁰

On cross examination, he clarified that the data listed in the above-mentioned print out of transactions pertaining to Account No. 1052001567 were all retrieved through Landbank's main database or system, Lotus Notes, and not inputted by anybody else.¹¹

Noemie T. Floresca, Bank Manager of PNB Petron Mega Plaza Branch since 2012. Her testimony was offered for stipulation consisting of the following matters: that as Branch Manager of PNB Petron Mega Plaza Branch, she has overall supervision and management over the affairs of the branch including the control, custodianship, and possession of bank records and the duty of responding to Court orders and other legal processes as may be required of her; and that she received a subpoena from the Court, requiring her to bring certain documents, specifically PNB deposit slip with the following details: July 10, 2002 with Account No. 6295011201 in the amount of ₱100,000.00, the original or certified true copy of which she was not able to produce, and PNB Receipt No. 642221 in the amount of ₱100.00, a copy of which she was not able to produce. She testified further that she was able to secure a Statement of Accounts under the name of accused Camilo Lammawin with Account No. 6295011201, the basis of which is the subpoena's attachments, namely a photocopy of the Deposit Slip dated July 10, 2002 with Account No. 6295011201 and account name Camilo Lammawin, Jr., amounting to ₱100,000.00, and a photocopy of Official Receipt No. 642221, Branch Code 265. In relation to accused Camilo's Statement of Accounts, she revealed that the date July 10, 2002 on the deposit slip also appears on the said Statement of Accounts (with negotiating branch 265), the nature of transaction being cash deposit in the amount of ₱99,900.00. She confirmed that the number 265 on the Statement of Accounts is the branch code of Petro Mega Plaza Branch. That she issued a Certification dated February 15, 2016, stating that she could no longer locate the original documents required in the subpoena but are authenticated by virtue of the Statement of Accounts under the name of accused Camilo generated by the Bank Statement Unit that corresponds to the details of posting in the transaction media dated July 10, 2002.¹²

On cross examination, she testified that the above Statement of Accounts did not indicate the name of the person who deposited the said amount and that her Certification was not notarized; and that only the said Statement reflects the subject deposit as the deposit slip and official receipt

¹⁰ TSN, January 28, 2016.

¹¹ Id.

¹² TSN, February 17, 2016. Exhibit "M-4."

were already lost. She added that in 2002, she was not the Branch Manager and was assigned at the PNB Edison Branch; and that she is an employee of PNB since 1999.¹³

Agnes V. Soriente, Branch Manager of Landbank-Pasong Tamo Branch since February 2014. As Branch Manager, she has overall supervision and management over the affairs of the branch including the control, custodianship, and possession of bank records and the duty of responding to Court orders and other legal processes as may be required of her. In the subpoena sent to her, she was required to bring to the Court the document Interbranch Deposit Accomodation for the account of accused Salud Lammawin in the amount of ₱300,000.00.¹⁴ However, she could no longer locate the document and so she issued a Certification notarized on October 13, 2015 and submitted to the Office of the Special Prosecutor, Ombudsman, stating that the copy of the said document which was transacted with Landbank more than 10 years ago is no longer available.¹⁵

Anna Marie L. Munding, Branch Manager of Landbank-Sta. Rosa, Laguna Branch from 2005 to 2009 and since January 2015. Her testimony was offered for stipulation consisting of the following matters: that as Branch Manager of Landbank-Sta. Rosa, Laguna Branch, she has overall supervision and management over the affairs of the branch including the control, custodianship, and possession of bank records and the duty of responding to Court orders and other legal processes as may be required of her; that she received a subpoena from the Court, requiring her to bring certain documents, specifically Landbank deposit slip with Account No. 1052001567 for ₱120,000.00; and that she could no longer locate the document and so she issued a Certification notarized on October 13, 2015 and submitted to the Office of the Special Prosecutor, Ombudsman, stating that the copy of the said document which was transacted with Landbank more than 10 years ago is no longer available.¹⁶

Jesus B. Blaza, Chief Engineering Officer of Rodman Construction and Development Corporation (RCDC) from 1990 to 2003. He executed a Judicial Affidavit dated July 7, 2016, where he identified an Attendance Sheet attached to the Minutes of the opening of bids for LGU Urban Water marked as Exhibits "Y," "Y-1," and "Y-2"; and a Disbursement Voucher issued by the Municipality of Tabuk marked as Exhibit "T." In his Judicial Affidavit, he testified that RCDC is a family corporation engaged in steel fabrication and construction; that its client are private companies, government corporations, and LGUs; and that his functions and duties include project monitoring, preparation of bid documentations, office work, attending biddings, and attending to errands for Spouses Alexander and Susana Rodriguez, the

¹³ Id.

¹⁴ TSN, February 18, 2016. Exhibit "N-1."

¹⁵ Id. Exhibit "N-2."

¹⁶ Id. Exhibit "U-2."

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President and Treasurer of RCDC, respectively. He testified further that when he became the Chief Engineering Officer of RCDC, he attended more than 50 biddings including private companies and LGUs, particularly Municipalities of Magdalena, Laguna and Tabuk, Kalinga; that for the Municipality of Tabuk, Kalinga, in 2001, he was able to attend as representative of RCDC the Pre-Bid Conference and the Opening of Bids for the Tabuk Water Supply System Project as shown in the November 29, 2001 Attendance Sheet mentioned above; that among those present were the bidding participants, members of the PBAC, and accused Camilo Lammawin, Jr., Mayor of Tabuk; and that, the winning bidder was RCDC.¹⁷

Blaza added that in July 2002, upon instruction of RCDC President Alexander Rodriguez, he went to the Municipality of Tabuk, Kalinga to get the check from the municipality as payment for the mobilization fee; arriving thereat at about 5:00 a.m., Roy Ragunton (Project Engineer of RCDC for the Tabuk Water Supply System Project detailed in Tabuk) called him up telling him that he (Ragunton) was surprised of his coming to Tabuk because Ragunton was expecting RCDC Treasurer Susana Rodriguez to come. Ragunton told him that, “[M]ay inaasahan si Mayor Lammawin mula kay [Susana] bago i-release ang cheke”; that he met with Ragunton at the RCDC field office in Tabuk. The latter asked him to be accompanied to the house of the Mayor of Tabuk, accused Camilo, so Ragunton could explain to the Mayor why Susana did not come to Tabuk. That when they arrived at the Mayor’s house, he noticed the Mayor to be very upset. After Ragunton told him that the Mayor will not authorize the release of the check without the “amount expected from Susana,” he texted the latter telling her that the Mayor will not release the check and that she should talk to Ragunton because “*may problema.*” After Susana and Ragunton had a cellphone conversation, he and Ragunton followed the Mayor to a farm arriving there at around 1:00 p.m. He reiterated to Ragunton his aim to claim the check at the end of the business day, prompting Ragunton to talk to the Mayor but was told that the Mayor would only release the check after the expected amount is given to him by Susana. At around 2:00 p.m., after Susana and Ragunton’s communication via cellphone, Ragunton spoke with the Mayor. Thereafter, Ragunton told him that the problem was already solved or “*ayos na,*” with the Mayor instructing them to go back to Tabuk. Upon arrival at the Tabuk town proper, the Mayor went to Landbank-Tabuk Branch, and then he was instructed by the Mayor to proceed to the Treasurer’s Office at the Tabuk municipal hall to claim the check for RCDC. That he signed a Disbursement Voucher dated July 5, 2002 and received a check in the amount of ₱2 million and deposited it to Development Bank of the Philippines (DBP) Tabuk Branch.¹⁸

He likewise testified that he executed an Affidavit dated October 2, 2003 in order to relate the chronology of events leading to the release of the

¹⁷ TSN, July 14, 2016; Judicial Affidavit of Jesus B. Blaza dated July 7, 2016, Record, Vol. 2, pp. 211-227.

¹⁸ Judicial Affidavit of Jesus B. Blaza dated July 7, 2016, id.

check for ₱2 million as mobilization fee for the Tabuk Water Supply System Project. He too revealed that he was compelled to sign an Affidavit dated November 17, 2004 by accused Camilo and Peter Siy, owner of Wynsum Machinery & Fabricator Co., his new employer. He testified that Siy made arrangements with accused Camilo who would help Siy to collect from a certain Mr. Khadem who owes Siy sums of amount. He recalled that during that time, what was on his mind was that, if he would not sign the affidavit, he could lose his job which is important to him; and that after he signed the affidavit, he and accused Camilo proceeded to the Office of the Ombudsman.¹⁹

On cross examination, he admitted that his text message to Susana that the Mayor would not release the check and she should talk to Ragunton because "*may problema*" is no longer with him and he could not get a certification that this was indeed his text message. He also said that he changed his cellphone several times. As to his second Affidavit dated November 17, 2004, he clarified that he felt he was compelled to sign it because he was afraid to lose his job. That when he went with accused Camilo inside the Office of the Ombudsman, what he only remembered was, there was a lawyer accompanied by the Mayor and after their transactions concluded, he and the Mayor left the building. He said further that he did not remember appearing before a notary public to subscribe and swear to the adverted affidavit; that he did not fully understand the context of the affidavit because he was not interested; and that he did not retain a copy of said affidavit.²⁰

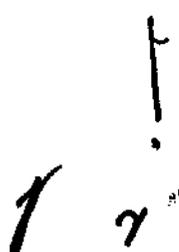
Brigida S. Alimani, Computer Operator III, City Planning and Development Office, Tabuk City, Kalinga. She certified and identified the following documents: Exhibits "T" (PBAC Resolution No. 001, series of 2001), "Q" (Notice to Proceed dated February 18, 2002), "Y" (Minutes of the Opening of Bids for the LGU-Urban Waterworks dated November 29, 2001), and "AA" (Executive Order No. 02-03). At the time she certified these documents, she testified that she was holding the position of Administrative Assistant III in the same office and one of her functions and duties was to be the custodian of the records.²¹

On cross examination, she affirmed that there is no written memorandum that she is the official custodian of the records, but maintained that such duty is one of her functions as Administrative Assistant III and she was appointed by Mayor Ferdinand Tubban.

¹⁹ Id.

²⁰ TSN, July 14, 2016.

²¹ TSN, October 11, 2016.



On re-direct, she said that, she was directed to be the custodian of the records by her boss, Ms. Daluping, who was appointed by former Mayor Wandag. At the time she held the originals of the subject documents, she testified that she was the custodian of the originals and no one else.²²

Jephte S. Feken, City Human Resource Management Officer, Tabuk City, Kalinga. He certified and identified the following documents: Exhibits "A" (Service Record of Camilo T. Lammawin, Jr.) and "A-2" (Service Record of Camilo T. Lammawin, Jr.). He further identified and authenticated Spouses Camilo Jr. and Salud Lammawin's Personal Data Sheets, and accused Camilo's two separate copies of his *Panunumpa sa Katungkulan* before the provincial governor and a judge, which were certified by his subordinate, Rose Marie G. Layagan also of the City Human Resource Management Office, Tabuk City.²³

May Jalalon Navea, General Manager of MJN Accounting Services, Sta. Rosa City, Laguna. She testified that in 2002, she rendered accounting and taxation services for RCDC; that she was requested by Susana Rodriguez, one of the stockholders of RCDC, to deposit to Landbank the amount of ₱120,000.00, and she gave Susana the Cash Deposit Slip of Landbank dated October 21, 2002 (Exhibit "U"), which she identified in court; that she deposited it with Landbank-Balibago, Sta. Rosa City, Laguna Branch; and that she wrote on the deposit slip the following entries: Tabuk, Kalinga, Account No. 1052001567, and account name Salud Lammawin.²⁴

Answering further questions from the Court, she responded that she did not know the purpose of the above deposit and she was not aware that the company of Susana had a contract with Tabuk, Kalinga through accused Mayor Camilo whom she did not know personally.²⁵

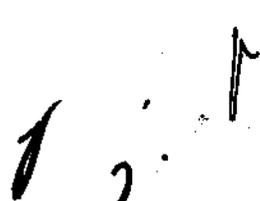
Susana M. Rodriguez, former Treasurer of RCDC, now residing in California, USA. She testified that RCDC is family corporation established sometime in October 1981 with offices in Makati City and engaged in general construction both vertical and horizontal and construction and fabrication of elevated water tanks, fuel tanks, and other projects related to civil works, i.e., construction/installation of water tanks and houses. She added that it is also involved in interior works such as participation in bid projects of the government, private firms, and especially government firms. She recalled that RCDC contracted with LGUs, specifically Magdalena, Laguna's water system project and successfully completed it, and participated in the bidding for the construction of the water system for the Municipality of Tabuk and

²² Id.

²³ Id.

²⁴ TSN, May 10, 2017.

²⁵ Id.



RCDC was eventually awarded the contract. She identified said Contract Agreement dated January 17, 2002 (Exhibit "J").²⁶

Susana testified that she filed the present cases with the Office of the Ombudsman against accused Camilo and Salud in connection with the Tabuk Water Supply System Project because accused Camilo extorted money from RCDC so as to facilitate the release of the mobilization fee/down payment in favor of RCDC which the latter was having a hard time to receive; that upon approval of the detailed cost, the Tabuk Municipality was obligated to release the down payment to RCDC because even then the company proceeded to the execution of the project, i.e., mobilizing the crane and drilling, and the cost was already piling up and the cash flow of the project was already in prejudice; that three partial payments were given by the Municipality to RCDC, the first of which was sometime in February 2002; that she thereafter expected for the release of the full down payment as provided in the contract; that she continually requested their Operations Manager, Roy Ragunton, to follow up with the Mayor sometime in July 2002, the time when the second partial payment was given; that on July 10, 2002, their Chief Engineering Officer, Blaza, went to Tabuk as instructed by her husband because Ragunton communicated to her that the Mayor is going to release the second partial payment; that she was told by Ragunton that the Mayor had personal needs and was expecting the amount of ₱400,000.00 to be deposited to his account and that of his wife; that RCDC had to come up with said amount for the Municipality to release the second partial payment in the amount of ₱2 million; and that she personally deposited ₱300,000.00 in the account of accused Salud and ₱100,000.00 in the account of accused Camilo.²⁷

She identified the Peso Deposit Slip of PNB (Exhibit "M") for ₱100,000.00 sent to the account of accused Camilo. She testified that she came to know the account number of the Mayor because she went regularly to Tabuk and usually met with the Mayor and in the course, he provided her with his account number for purposes of facilitating the transfer of funds; and that the account number was also given to RCDC's Operations Manager, Ragunton. She also identified Interbranch Deposit Accomodation with Landbank dated July 10, 2002 (Exhibit "N") in the amount of ₱300,000.00 sent to the account of accused Salud.²⁸

She related that after the release of the ₱2 million to RCDC, she continued requesting the release of the full down payment from the Municipality, as "[RCDC was] already [spending] money more than the advance down payment and [it needed] to complete the project also according to the time table";²⁹ that RCDC continued with the project in good faith even without the full down payment; that when the third partial payment was about

²⁶ Id.

²⁷ Id.

²⁸ Id.

²⁹ Id. at 40.

to be released, she went to Tabuk because the Mayor wanted her presence there and told her that his wife was in need of some funds for the payment of a land and asked her to deposit ₱120,000.00 to the account of his wife; and that she called May Navea, who was in Sta. Rosa, Laguna, to deposit said amount. She identified Disbursement Voucher dated October 18, 2002 (Exhibit "V") which reflects the ₱1,732,260.00 third partial payment of the Municipality. She testified that she received and signed this voucher; that RCDC continued with the project after receipt of the third partial payment; that the Mayor wanted her to sign a Special Power of Attorney in which he is nominating a certain person to receive the funds as RCDC was ready to make the bidding for the first billing for the construction of the project, but she refused to sign it because she believed "[it] will totally make [their] corporation suffer more"; and that, in 2003, the project was terminated because it totally crushed their funding and they were making installment payments with Landbank where they mortgaged their properties, and as a result, they could not proceed very well with their other projects. She identified her Complaint Affidavit (Exhibits "G" to "G-8") which she filed with the Ombudsman against the two accused.³⁰

On cross examination, she stressed that RCDC did not fail to comply with its obligations under the contract, as it was getting ready for the billing which means the project had progressed, and had already built the tank and constructed and drilled the formworks. She acknowledged that the project was initiated by World Bank; that every stage of the project was overseen by World Bank representatives; that there was a consultancy in the name of C. Lotti & Associati engaged by World Bank that was monitoring and helping RCDC in the proper execution and preparation of the project to make sure RCDC complied with the requirements of the contract; that RCDC was able to comply as the consultancy assisted it in the proper billing and performance of the project, and the consultancy knows what RCDC was doing because the detailed plan of the project was part of the consultancy job; and that the consultancy was at a loss how come the Mayor is not following the way the project should be done, especially the release of the down payment.³¹

Documentary

After the testimony of the above witnesses, the prosecution offered the following documentary evidence consisting of the following:

Exhibits "A," Original of the Service Record of Camilo T. Lammawin, Jr.; **"A-1,"** name and signature of Jephthe S. Feken, City HRMO Executive Order No. 23, S 2012; **"A-2,"** Original of the Service Record of Salud I. Lammawin; **"A-3,"** Name and signature of Jephthe S. Feken, City HRMO appearing in Exh. "A-2"; **"A-4,"** Certified True Copy of the Personal Data Sheet – Salud I.

³⁰ TSN, May 10, 2017.

³¹ Id.

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Lammawin; "B" to "B-3," Certified True Copy of the Personal Data Sheet of Camilo T. Lammawin, Jr.; "C," Certified True Copy of the *Panunumpa sa Katungkulan* of Camilo T. Lammawin, Jr. on June 30, 2001 as Punong Bayan ng Tabuk; "C-1," Certified True Copy of the *Panunumpa sa Katungkulan* of Camilo T. Lammawin, Jr. on June 28, 2004 as Punong Bayan ng Tabuk; "D," Philippine Statistics Authority (PSA) Copy of the Marriage Contract of Camilo T. Lammawin, Jr. & Salud Guzman Imatong; "E" and "E-1," Certified True Copy of the Client Information and Specimen Signature Card for Individual Customer (Deposit Account) [CISSD] of Salud Imatong Lammawin – Landbank of the Philippines – Tabuk Branch under Current Account No. 1052-0015-67; "E-2," Certified True Copy of the Landbank of the Philippines - Tabuk Branch Specimen Signature Card with date November 19, 2003 under Account Name- Salud Imatong Lammawin with Account Number 1052-0015-67 (Front and Dorsal Portions contained in one page); "E-2-a," Certified True Copy of Landbank of the Philippines-Tabuk Branch Specimen Signature Card (Updating with date July 20, 2009 under Account Number 1052-0015-67; Front and Dorsal Portions contained in one page); "E-2-b," Certified True Copy of Landbank of the Philippines- Tabuk Branch Specimen Signature Card (Updating with date September 17, 2010 under Account Number 1052-0015-67; Front and Dorsal Portions contained in one page); "E-3," Certified True Copy of the Department of Agrarian Reform Identification Card of Salud I. Lammawin on file with Landbank of the Philippines, Tabuk Branch (Front and Dorsal Portions); "E-4" to "E-4-c," Print-out of Landbank of the Philippines, Tabuk Branch Statement of Account pertaining to Current Account Number 1052-0015-67 of Sally Lammawin for the period June 15, 2002 to July 15, 2002; "E-4-c-1," the encircled portion of the Statement of Account found on page 4 of 4 referring to the entries 0710 CA CASH DEP 178 3000,000.00 616,197.34; "E-4-c-2," the encircled portion of the Statement of Account found on page 4 of 4 referring to the entry: NO: 1052-0015-67; "E-4-d" to "E-4-i," Print-out of Landbank of the Philippines, Tabuk Branch Statement of Account pertaining to Current Account Number 1052-0015-67 of Sally Lammawin for the period July 15, 2002 to August 15, 2002; "E-4-j" to "E-4-m," Print-out of Landbank of the Philippines, Tabuk Branch Statement of Account pertaining to Current Account Number 1052-0015-67 of Sally Lammawin for the period Sept. 15, 2002 to October 15, 2002; "E-4-n" to "E-4-r," Print-out of Landbank of the Philippines, Tabuk Branch Statement of Account pertaining to Current Account Number 1052-0015-67 of Sally Lammawin for the period Sept. October 15, 2002 to November 17, 2002; "E-4-n-1," the encircled portion of the Statement of Account found on page 1 of 4 referring to the entries: 1021 CA CASH DEP 283 120,000.00 319,575.51; "F," Philippine National Bank Deposit Application Form of Camilo T. Lammawin, Jr. under Account No 629501120-1; "F-1," Philippine National Bank (PNB) – Tabuk Branch Signature Card of Camilo T. Lammawin, Jr. under Account No. 629501120-1; "F-2," Court Subpoena issued by the Third Division of the Sandiganbayan to Ms. Noemi T. Floresca, Branch Manager of PNB-Petron Mega Plaza Branch and attachments; "F-2-a" and "F-2-b," Request for the Issuance of

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Subpoena Request for the Issuance of Subpoena by the prosecution addressed to the Executive Clerk of Court of the Sandiganbayan Third Division; "F-2-c," Photocopy each of (1) Photocopy of PNB Deposit Slip-Petron Mega Plaza Branch dated July 10, 2002 with an amount of Php99,900.00 to Account No. 629501120-1, and (2) Photocopy of PNB Official Receipt No. 64221 AU dated July 10 2002 in the amount of Php100.00; "M-3" to "M-3-b," Philippine National Bank (PNB), Tabuk Kalinga Province Statement of Accounts for the period January 2, 2001 to December 31, 2003 pertaining to Account No. 629501120-1 under the name of Lammawin Camilo; "M-3-c," highlighter in pink - portion of Exh. "M-3" reflecting the entries 07/10/2002 265 36 CASH DEPOSIT 99,900.00; "M-4," Philippine National Bank (PNB) Certification dated February 15, 2016 issued by Noemi T. Floresca, Branch Manager of PNB Petron Mega Plaza Branch; "F-3," Court Subpoena issued by the Third Division of the Sandiganbayan to the Manager of PNB-Tabuk Branch and attachments; "F-3-a" and "F-3-b," Request for the Issuance of Subpoena by the prosecution addressed to the Executive Clerk of Court of the Sandiganbayan Third Division; "F-3-c-1," Photocopy of PNB Deposit Slip-Petron Mega Plaza Branch dated July 10, 2002 with an amount of Php99,900.00 to Account No. 629501120-1; "F-3-c-2," Photocopy of PNB Official Receipt No. 64221 AU dated July 10, 2002 in the amount of Php100.00; "M-2" to "M-2-c," Philippine National Bank, Tabuk, Kalinga Province Statement of Accounts for the period January 2, 2001 to December 31, 2003 pertaining to Account No. 629 501120-1 under the name of Lammawin Camilo; "M-2-d," Encircled portion of M-2 reflecting the entries: 07/10/2002 265 36 CASH DEPOSIT 99,900.00; "G" to "G-8," Complaint-Affidavit of Susan M. Rodriguez dated October 15, 2003 (9 pages); "G-8-a," Printed name and signature of Susan M. Rodriguez; "H," Secretary's Certificate dated October 14, 2003 issued by Rodman Const. Corp (Annex "A" of Exh. "G"); "I," PBAC Resolution No. 001, Series of 2001 dated November 29, 2001, entitled "RESOLUTION AWARDING THE DESIGN-BUILD-LEASE (DBL) CONTRACT TO RODMAN CONSTRUCTION & DEVELOPMENT CORPORATION"; "J," Contract for the "Design, Build and Lease of the Tabuk Water Supply System" dated January 17, 2002; "J-1," Printed name and signature of Alexander M. Rodriguez; "L," Letter dated February 14, 2002 sent by Rodman Const. Corp. addressed to Mayor Camilo Lammawin for the release of the advance payment (Annex "B" of Exh. "G"); "M," Philippine National Bank (PNB) Petron Branch Deposit Slip dated July 10, 2002 in the amount of Php100,000.00 in favor of Camilo T. Lammawin, Jr. under account No. 629-501120-1; "M-1," Philippine National Bank (PNB), Branch/Office 265, Official Receipt No. 64221 AU dated July 10, 2002 for Php100.00 from Camilo Lammawin, Jr.; "N," Copy of Landbank of the Philippines (LBP) Interbranch Deposit Accommodation Slip (Pasong Tamo Branch) dated July 10, 2002 in the amount of Php300,000.00 in favor of Salud Lammawin under Account No. 1052-0015-67; "N-1" to "N-1-c," Third Division Court Subpoena addressed to Agnes V. Soriente, Branch Head, LBP-Pasong Tamo Branch and its attachments; "N-2," Original and Notarized Landbank of the

Philippines Certification dated October 13, 2015 signed by Agnes V. Soriente; "P," Development Bank of the Philippines (DBP) Check No. 0007520601 dated Feb. 20, 2002 payable to Rodman Corp. in the amount of PhP1,032,440.00; "Q," Notice to Proceed dated February 18, 2002 issued and approved by Camilo T. Lammawin, Jr. to Rodman Construction and Development Corporation; "R," Letter dated May 3, 2002 of Susan M. Rodriguez addressed to Camilo T. Lammawin, Jr., Municipal Mayor demanding for the release of the advance payment of PhP3,986,280.00; "R-1," Printed name and signature of Susan M. Rodriguez; "S," Affidavit of Jesus B. Blaza dated October 7, 2003 (3 pages); "S-2-a," Printed name and signature of Jesus B. Blaza; "T," Municipality of Tabuk (un-numbered) Disbursement Voucher dated July 5, 2002 in the amount of PhP2Million payable to Rodman Const. & Dev't. Corp.; "T-1," Printed name and signature of Jess Blaza above the printed name of Susan M. Rodriguez appearing in Box "E" with handwritten date - 07/10/02; "U," Landbank of the Philippines-Sta. Rosa Branch Cash Deposit Slip dated October 21, 2002 in the amount of PhP120,000.00 in favor of Salud Lammawin under account no. 1052-0015-67; "U-2-b," the handwritten name and signature of May Navea; "U-3," the handwritten entries appearing in Exh. "U": TABUK KALINGA, Oct. 21, 2002, SALUD LAMMAWIN; "U-4," the Account Number: 1052-0015-67; "U-1," "U-1-a" to "U-1-c," Office of the Ombudsman Subpoena dated February 4, 2016 addressed to Anna Marie L. Mundin, Branch Head, LBP, Sta. Rosa Branch and its attachments; "U-2," Landbank of the Philippines Certification dated October 13, 2015 issued and signed by Anna Marie L. Mundin; "V," Municipality of Tabuk (un-numbered) Disbursement Voucher dated October 18, 2002 in the amount of PhP1,732,260.00 payable to Rodman Construction & Development Corporation; "V-1," Printed name and signature of Susan M. Rodriguez under Box "E" - RECEIVED PAYMENT; "W" to "W-5," REPLY-Affidavit dated December 18, 2003 executed by Susan M. Rodriguez in OMB-L-C-03-1318-J consisting of six (6) pages; "W-5-a," Printed name and signature of Susan M. Rodriguez; "Y" to "Y-1," Minutes of the Opening of Bids for the LGU-Urban Waterworks on November 2, 2001 certified correct by Brendalyn L. Lawayen and attested to by Camilo T. Lammawin, Jr., Mayor and PBAC Chairman (2 pages); "Y-2," Attendance Sheet attached to the Minutes of the Opening of Bids for the LGU-Urban Waterworks on November 29, 2001 (1 page); "Y-2-a," Encircled portion of Y-2 referring to entry No. 14 JESS PLAZA RODMAN CHIEF ENG'G OFFICER "SIGNATURE"; "AA," Executive Order No. 02-03 issued by Camilo T. Lammawin, Jr., Mayor entitled "REORGANIZING THE PROJECT MANAGEMENT UNIT OF TABUK TO HELP IN THE PROJECT IMPLEMENTATION, MONITORING AND EVALUATION OF THE LGU-URBAN WATER WORKS SUPPLY AND SANITATION PROJECT (LGU-UWSSP)"; and "EE," Affidavit dated November 17, 2004 of Jesus B. Blaza.

which were all admitted by the Court in a Resolution³² dated July 10, 2017.

³² Record, Vol. 3, pp. 147-150.

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After the Court ruled on the prosecution's Formal Offer of Evidence, accused filed a Motion for Leave of Court to File Demurrer to Evidence, which this Court, however, denied in its Resolution dated August 22, 2017.³³

Evidence for the Defense

Also, the defense presented both testimonial and documentary evidence.

Testimonial

The following witnesses testified:

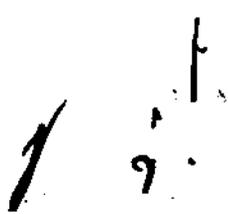
Roy Cajuguiran Ragunton, retired Civil Engineer and former Project Engineer and Operations Manager of RCDC. He executed a Judicial Affidavit (Amended)³⁴ dated November 28, 2017, where he testified that he was the Project Engineer from the first day he was employed up to July 1997, then in July 1997, he was promoted as Operations Manager and held the position until July 2003, or the time when Susana declared his position as vacant after he reported to the Mayor and the Sangguniang Bayan the exact situation of the project. That as Operations Manager, he oversaw and documented all aspects of the specific project, worked closely with higher management to make sure that the direction of the project is on schedule, built its comprehensive work plan, and managed the budget on site; that as representative of RCDC, he managed and supervised the Magdalena Water Supply Project and the Water Supply and Sanitation Project of the Municipality of Tabuk, among others; that the project for Tabuk commenced sometime in February 2002 and he moved to Tabuk in March 2002; that in May 2002, he was able to complete the tasks under the Price Schedule and forwarded the result of the house mapping and routing of pipes to their main office in Makati City; that the next activity was the well drilling where only three were completed and one was not, which data he submitted to their office in Makati City; that said data was reflected in an Accomplishment Summary prepared by Jesus Blaza in their Makati office; and that he was not able to finish the remaining well because Susana was not sending money to support its completion and so there was no fuel to run the drilling machines.³⁵

He testified further that since the funding was not sufficient, he was asked by Spouses Alexander and Susana Rodriguez, the President and Treasurer of RCDC, respectively, to seek help from the Mayor for the release of the full down payment; that around April or May 2002, he joined the Mayor for a breakfast meeting and the Mayor responded that the next payment can only be released based on the accomplishment and timeline of the contract;

³³ Id. at 170-172.

³⁴ Id. at 248-262.

³⁵ Id.



that because the money sent by Susana was insufficient and in order to sustain the full operation of the project, he sought the help of the Mayor (as per advice of Susana) and requested if the Mayor could for the meantime lend them money to cover what was needed; that he borrowed money six (6) times from the Mayor or his wife Salud to augment the project's funding as purportedly shown by handwritten acknowledgments dated May 15 and 31; June 14, 20, and 28; and September 13, 2002;³⁶ that the other acknowledgments dated July 10 and 31 and August 15 and 29, 2002 represent the amounts or additional funds that he requested from Susana coursed through the bank accounts of accused spouses Mayor Camilo and Salud; that he came to know of the additional funds when Susana called him up and informed him that she deposited ₱400,000.00 to the accounts of accused spouses Lammawin on July 10, 2002, and in the afternoon, he requested ₱50,000.00 only from the Mayor and requested for safekeeping the remaining ₱50,000.00; that he did not want to open a personal account to put the money he requested because he knew how Susana treated employees and she might use it as an opportunity to fire him for keeping a part of the project funds, which she actually did in July 2003, or file a case against him, like these cases filed by her against the Mayor and his wife; that he used the borrowed money to augment the expenses for operations including food, salaries, and cash advances of the laborers, among others; and that he borrowed money from the Mayor because he did not know any person in Tabuk as he is not a native of the said town and the Spouses Lammawin and Susana had established rapport with each other.³⁷

He added that the testimony of Susana to the effect that, he told her that the Mayor had personal needs and that, he was expecting the amount of ₱400,000.00 to be deposited to their (Spouses Lammawin) accounts is not true because what happened was, the Mayor knew that Blaza did not bring money for operating expenses at that time and so, the Mayor got upset because he (Ragunton) would have to borrow again from him as the check to be given would not be encashed immediately. That he asked Blaza to call up Susana to send money for the operation and payment for the previous borrowings. Likewise, the testimony of Susana that RCDC could no longer function very well because of diminished cash flow for their other projects is not also true, because the truth is, RCDC has so many loans and the monies that were authorized to be released would have been sufficient if personal and company loans were not paid. That he discovered that, Susana, as the Treasurer, had set aside and placed to her personal bank account a part of the money from the projects. That as to the September 13, 2002 acknowledgment for the amount of ₱120,000.00, he said that at that time, this amount was used to fast track the completion of the drilling of the three wells as this was also the time that they had to relocate the fourth well. In October 2002, they were already in default of their other obligations in their drilling operations, as shown in the

³⁶ Exhibits "17" to "21" and "26," which were excluded by the Court in its Resolution dated January 29, 2019.

³⁷ Judicial Affidavit (Amended) dated November 28, 2017 of Roy Ragunton, Record, Vol. 3, pp. 248-262.

following demand letters: Letter dated October 12, 2002 from Jhun Guallar of Deepwell Drilling & Ironwork Services, demanding the payment for ₱101,414.00 (Exhibit "39"), the unpaid services for the drilling of one well; Letter dated March 21, 2003 from the Local Water Utilities Administration, demanding the payment for services rendered by its personnel (Exhibit "40"); Letter dated July 7, 2003 from Florencia Lozano, owner of a drilling equipment used for the third well, demanding the amount of ₱756,000.00 (Exhibit "41"); Letter dated July 14, 2003 from Aqualife Drilling Development Corporation, demanding ₱348,120.00 for the drilling works on the fourth well (Exhibit "42"); and Letter dated July 14, 2003 from Maria Ana Romero of MK Screens, Inc. for ₱100,000.00 (Exhibit "43"); and that when these demand letters were sent to RCDC, he was not anymore receiving money for the operation of the project or for the payment of said demands.³⁸

He testified that Susana gave the money she received on October 18, 2002 from the Municipality to Engr. Michael Ruiz because at that time, he was already relieved of his duty as the Fund Custodian at site; that RCDC continued the operations of the three wells and the drilling of the fourth well which was sustained only until February 2003. That the operation for the fourth well continued in June 2003 and he thereafter submitted his report on the accomplishment which became the basis of the Accomplishment Summary; that after June 2003, because he was not able to finish the drilling of the fourth well, he called up the Makati office to ask for funds and to follow up the materials needed for its drilling, but he was informed by one of their staff not to expect money from Susana because she used it to buy a house and lot in Sta. Rosa, Laguna; that subsequently, he reported the matter to the Mayor because he was pressured by local officials who were complaining about the slow pace of the work and lack of equipment delivered in the area. That based on the Accomplishment Summary (Exhibit "38"), by June 30, 2003, they should have already accomplished 57.97% of the project, but only 16.59% was finished and so, there was a slippage of 41.38% based on actual data. As a result, the contract was terminated. He refuted the testimony of Susana that RCDC built a tank because the only completed task is the drilling of the three wells as stated in the Accomplishment Summary and no testing was done to satisfy the requirements/standards of the DOH as to the water quality. Finally, he said that, he is testifying for the accused because, if he did not follow the advice of spouses Alexander and Susana Rodriguez to ask help from the Mayor to lend them money, these cases would have not arisen. He felt that he owed it to the Mayor and his wife who were sincerely helping them to have the project completed and despite this, Susana had the temerity to file these cases against the Mayor and his wife, this notwithstanding that RCDC had already received the full payment for a portion of the project. That due to the contract termination, Susana filed the cases as all the remaining balances were not paid to her and her cash flow was interrupted resulting in the

³⁸ Id.

foreclosure of the properties she mortgaged as she was not able to pay bank loans.³⁹

On cross examination, he confirmed that RCDC was operating on subcontractor basis in Tabuk, i.e., drilling rigs, mud pump, but was paying for labor, food, and lodging; that the acknowledgment receipts he prepared did not have the conformity of Spouses Rodriguez; that neither Alexander nor Susana executed any promissory note regarding the borrowings; and that he did not attend the actual bidding for the project.⁴⁰

On re-direct, he explained that he did not secure written conformities from Spouses Alexander and Susana Rodriguez for the acknowledgment receipts because as an employee he had an intimate relationship with Alexander his boss and Susana had established good rapport with accused Spouses Mayor Camilo and Salud; and that, if RCDC had a shortage of funds, Alexander always reminded him to ask help from the Mayor.⁴¹

On re-cross, he said that his closeness to Alexander ended after he tendered his resignation to him or the time when his position as Operations Manager was declared vacant; that the borrowings he made were accused Camilo and Salud's personal money; and that the Tabuk Water Supply System is an official project of the Municipality of Tabuk.⁴²

Gloria Cabaog Sison, former Revenue Collection Clerk III, Office of the Municipal Treasurer, Municipality of Tabuk, Kalinga employed from 1974 to 2006 and a resident of Junction Pinukpuk, Kalinga Province. She executed a Judicial Affidavit⁴³ dated October 8, 2017, where she testified, among others: that she was designated as Releasing Clerk when their Cashier suddenly died; that her duties and responsibilities as Revenue Collection Clerk III include, among others, being a liaison officer to GSIS and Pagibig Offices in Tuguegarao City, Cagayan, receiving and remitting GSIS and Pagibig premiums and processing loans, and releasing checks to authorized representatives of persons and entities transacting with their office. That on July 10, 2002, she was at work from 8:00 in the morning until 5:00 in the afternoon. That she released a certain check payable to RCDC to Jesus Blaza at about 9:00 a.m.; that the check was approved on July 9, 2002 but it was not released because there was no official receipt from RCDC, and in the morning the next day, July 10, 2002, Blaza arrived with an official receipt so she released DBP Check No. 752062⁴⁴ to him; that she knows the two accused in these cases because Camilo is their former Mayor and Salud is his wife; that

³⁹ Id.

⁴⁰ TSN, December 6, 2017.

⁴¹ Id.

⁴² Id.

⁴³ Record, Vol. 3, pp. 233-236.

⁴⁴ Id. at 237, as indicated in the Affidavit dated November 14, 2003 of Gloria Sison, Exhibit "10," attached to her Judicial Affidavit.

the Mayor or his wife never prevented her from releasing checks to any person who had legitimate transactions with their office, particularly to RCDC; and that only the Municipal Treasurer who can order her to withhold checks, which the latter also never did.

On cross examination, she testified that the Mayor designated her as Checks Releasing Officer; that Atty. Minerva Magtanao-Taguinod was the one who took her testimony and not Atty. Ronaldo Ingente, the counsel for accused, and accused Mayor and his wife were not present then; that their office keeps a logbook/register for persons to acknowledge receipt of checks, but she could not present in court the logbook wherein a certain Jesus Blaza received the check between 9:00 to 11:00 a.m. on July 10, 2002 because she does not have it; that she saw Blaza for the first time when she released the check; and that she does not have the official receipt that Blaza brought to her office.⁴⁵

On re-direct, she said that, the logbook did not indicate the time of release or receipt of the check, and that the official receipt, the original of which is in the custody of the Commission on Audit, was attached to the voucher.⁴⁶

Fidel Mama Pan-Oy, former Sangguniang Bayan Member/Municipal Councilor during the term 2001-2004 in the Municipality of Tabuk, Kalinga and a resident of Barangay Lacnog, Tabuk City. In his Judicial Affidavit⁴⁷ dated January 9, 2018, he said: that he knew about RCDC because the then Municipality of Tabuk had a contract with RCDC regarding the Urban Waterworks Project, and knew Susana as she represented RCDC and was the one who usually transacted business with the LGU regarding the project; that the Project Management Unit (PMU) of the Municipality terminated the project with RCDC due to its breach of contract sometime in 2003; that sometime in 2004, after the termination of the project, he and four other Members of the Sangguniang Bayan were invited by Susana to a meeting in Santiago City, Isabela where Susana was accompanied by Atty. Basilio Wandag, former Mayor of Tabuk for the term 1998-2001 and political adversary of Camilo; that during the said meeting, Susana insisted that the termination of the Tabuk Waterworks Project was illegal, and requested them to make a declaration by the Sangguniang Bayan that said termination was illegal; that in response, they told her that they will make a consultation about the legal issues involved in the termination of the project and go over the contract; and that the then Sangguniang Bayan did not issue a resolution as requested by Susana.

On cross examination, he admitted that the meeting with Susana is a

⁴⁵ TSN, October 18, 2017.

⁴⁶ Id.

⁴⁷ Record, Vol. 3, pp. 345-348.

private meeting attended by the Sangguniang Bayan Members and the Vice-Mayor that is why it was held in Santiago City instead of Tabuk.

On re-direct, he testified that as to the required votes in the Council composed of eight (8) members to pass a resolution, in case of a tie, the Presiding Officer or the Vice-Mayor votes.⁴⁸

Armando Tugas Laranang, a Military Officer-Major and lawyer, and also the former Administrator and Designate Legal Officer, Municipality of Tabuk from 2002-2005. Likewise, he was the co-counsel of the Provincial Legal Officer in filing a Complaint for Breach of Contract and Damages (Exhibit "69") against RCDC before the Regional Trial Court of Tabuk. He testified in his Judicial Affidavit⁴⁹ dated February 8, 2018 that: when he was the municipal legal officer, he came across a contract involving the supply of water in their Municipality, where the contractor, RCDC, was very much delayed in the construction of said project. A special body was created by the Project Management Unit (PMU), whose Project Manager was accused Camilo. He was the Chairperson of said special body tasked to review and evaluate said contract; that eventually, the contract was terminated by the PMU due to RCDC's violations consisting of nonpayment of salaries, services, or materials used in drilling, mortgaging their lone mobility forward truck, issuing purchase orders to a company, mobilization of a sub-contractor without the pre-inspection or written consent of the LGU, entering into a joint venture with Wise Company without the consent of the LGU, and, more than 40% slippage of RCDC which resulted in the delay and non-completion of the project. The said termination was embodied in a Resolution dated July 21, 2003 of the PMU (Exhibit "51").

Ferdinand Baac Tubban, former Municipal Engineer from 1993 to 2010 and the incumbent Mayor of Tabuk City, Kalinga. He corroborated Laranang's testimony in his Judicial Affidavit⁵⁰ dated February 9, 2018, as follows: that as then Municipal Engineer, he was tasked to administer implementation of projects of the Municipality, among others; that he came across the contract for the LGU Urban Water Supply and Sanitation Project of the Municipality of Tabuk with RCDC; that he was also a member of the PMU being its Coordinator; that there was, indeed, a special body created by the PMU tasked to review and evaluate said contract; that he confirmed the above-mentioned violations by RCDC of the contract's provisions; and that the PMU issued a Resolution terminating the contract.

Filly Puazo Balbin, former Clerk I at the Assessor's Office, Municipality of Tabuk, Kalinga in 2002. In her Judicial Affidavit⁵¹ dated March 15, 2018, she stated: that prior to being Clerk I, she was working with

⁴⁸ TSN, January 17, 2018.

⁴⁹ Record, Vol. 3, pp. 385-390.

⁵⁰ Id. at 448-456.

⁵¹ Id. at 471-477.

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the Municipal Social Welfare and Development Office; that Susana hired her in RCDC as her private secretary in August 2003, promising her that she would double her salary, which promise was not fulfilled, prompting her not to continue her employment; that she left Susana in November 2003; that Susana instructed her to secure photocopies of some documents which she used in filing the charges with the Office of the Ombudsman, pertaining to the project of the Municipality, and documents from Landbank such as the deposit made by Susana to the account of Salud; that according to Susana, the Mayor terminated the project because she was not able to finish it on time as she did not have enough money to use for the project; that Susana filed the present cases because the Mayor took more than ₱500,000.00 from her as evidenced by the deposits she made to the accounts of the Mayor and his wife; that Susana confided to her that she needed money for the Tabuk project so she asked Ragunton to seek financial help from Spouses Lammawin and that, she (Susana) already filed a case to collect money to be used for the Tabuk project; and lastly, that Susana lured her to become a mistress of a consultant of C. Lotti so that she would have projects, but she did not consent to doing it.

She added that, out of her own volition, she testified in favor of the Mayor because she realized that Susana filed the cases against the Mayor and his wife to justify her inability to account the money collected from the project to her then ailing husband and her son; that at the time she was employed by Susana, the latter wanted to get the money back from Spouses Lammawin; that the condominium she turned into home and office had no other employee except Balbin because Susana had no more money; that Susana's former private secretary returned from time to time to collect her salary, but to no avail; that there is no consideration for her testimony in favor of accused;⁵² that Susana has not paid for her services up to the present; and that she wanted to talk to accused to settle matters even though the incident happened more than 15 years ago.⁵³

Camilo Tolentino Lammawin, Jr., accused in these cases and elected Mayor of the Municipality of Tabuk, Kalinga for the terms 2001 to 2004 and 2004 to 2007, also the elected Mayor of the now City of Tabuk for the term 2007 to 2010. In his Judicial Affidavit⁵⁴ dated July 31, 2018, he said: that as local chief executive, he was responsible for the implementation of all local laws and ordinances pertaining to the peace and order, as well as the economic progress of the LGU; that when the project was initiated, he was still the Vice-Mayor; that the amount of ₱300,000.00 deposited to his wife's Landbank account is the sum total of the ₱210,000.00 (payment for the money borrowed by Ragunton, RCDC Operations Manager) and ₱90,000.00 (used by Ragunton to augment financial needs in the project); that Ragunton requested that the ₱100,000.00, to be used for the project's operations, be deposited to

⁵² Id.

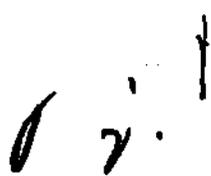
⁵³ TSN, March 20, 2018.

⁵⁴ Record, Vol. 4, pp. 68-81.

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his PNB account so he could withdraw it immediately since PNB is just at the back of the municipal hall and RCDC had no accounts in any banks in Tabuk and there were no money remittance services there; that it was Ragunton's idea to have the ₱90,000.00 deposited to Salud's account, so that after the ₱100,000.00 is consumed, he (Ragunton) can just go to his wife's office and ask for the ₱90,000.00. In this way, he will not borrow money from them anymore; that proofs of the borrowings and additional funding are the acknowledgment receipts executed by Ragunton in favor of his wife; that on July 10, 2002 (from the fund of ₱100,000.00), Ragunton asked him to withdraw ₱50,000.00 from his PNB account, as shown in the Statement of Accounts of Camilo (Exhibit "M-3"), and executed an acknowledgment receipt, while the other ₱50,000.00 was collected by Ragunton from Camilo's wife on July 31, 2002, for which he also executed an acknowledgment receipt; and that the amount of ₱120,000.00 deposited to his wife's Landbank account was the payment for the money borrowed by Ragunton from his wife.

He explained that he acceded to these monetary requests by RCDC because he wanted to see the project push through, as it would greatly benefit the municipality and its constituents, and this was the first major project under his administration; that RCDC Treasurer Susana intimated to him that if ever Ragunton would need help, she hopes that he would extend whatever need Ragunton has; that after the project was awarded, the requests became monetary because of certain difficulties RCDC met, such as, its delay in the payment of fuels which he guaranteed and the difficulty in drilling; that Susana befriended his wife so she could gain connection with him; that in the Notice to Proceed (Exhibit "2"), RCDC's scope of work was Source Facilities Development and Preparation of Detailed Design; that the Municipality paid her a mobilization fee in February 2002, but Susana wanted to collect the 10% of the total project cost; that he told Susana that payments can only be released on finished work item as stated in the Notice to Proceed and that as Mayor, he only can sign and approve what the technical committee would recommend based on the actual accomplishment; that when Susana did not get the amount she requested, she asked him to extend loan to her to augment RCDC's finances; that through Ragunton, Susana's total borrowings from him and his wife amounted to ₱330,000.00 accumulated from May 15, 2002; that in the morning of July 10, 2002, he was upset because RCDC Chief Engineer Blaza, accompanied by Ragunton, did not bring money which the latter will use for the project's operation despite receiving a check in the morning of said day, thus expecting him to borrow money from him and his wife again; that after that meeting, Ragunton called him up telling him that they would pay the money they loaned from his wife and send additional fund for the project's operation, making him give his account number to Ragunton for Susana to use in depositing money; that after the checks were released to RCDC, the latter could not pay most of its obligations; and that despite RCDC receiving payments amounting to ₱5,386,737.04 from the Municipality (which was more than 10% Susana originally demanded), still, RCDC was not able to pay



its accountabilities as she was mismanaging the funds.⁵⁵

Further, he testified that, on December 27, 2002, a deposit was made by Susana to his account in the amount of ₱65,000.00 to be used by Ragunton to pay Vertical Water Enterprise, which amount was received by Relita Sideño on its behalf; that Susana's testimony that RCDC had built an elevated tank is not true because based on the Accomplishment Summary, there was no actual or physical accomplishment made; that she filed these cases against him because her company's contract was terminated and blamed him for initiating the termination that resulted in the forfeiture of the remaining contract price and for RCDC not continuing with the other aspects of the contract, i.e., build and lease, amounting to more than ₱30 million; that the Municipality filed a civil case against RCDC where the Municipality emerged as the winning party; that the Minutes of the Meeting (Claims by RCDC's Subcontractor and Suppliers) dated May 9, 2001 and Compromise Agreement in CIAC Case No. 10-2002 reflected RCDC's problems in the project for the Municipality of Magdalena, Laguna which was the reason RCDC had financial difficulties; and that the said claims started in May 2001 and a compromise was only reached in 2003.⁵⁶

On cross examination, he confirmed that there was no written contract of loan between him and RCDC, but only a verbal request from Susana; that RCDC was awarded the project because it was technically and financially qualified based on documents, and it submitted a GSIS surety bond instead of a bank guarantee; and that as Mayor, his signature and approval were required in the disbursement voucher before payment was released to RCDC.⁵⁷

Answering questions from the Court, he said that upon award of the contract and receipt of the Notice to Proceed, RCDC should open an account in the Municipality, which it actually did when it opened one in DBP in October 2002; that RCDC or Ragunton had trust in him so the subject amounts were deposited to his and his wife's accounts; and that, as per suggestion of Ragunton, he agreed that his account be used for the transfer of funds. That during the commencement of the project, he did not know that RCDC and Susana had been encountering financial difficulties and came to know only about such difficulties when Ragunton started to borrow cash from him and his wife which started in May 2002, the time when RCDC could have already drilled a source facility based on the timeline of the project. He also claimed that, the drilling started in February 2002 and that, he closely monitored the project. He continued saying that upon knowledge of the flyers attributing corruption to him made by local government officials, he did not file a libel case against them; that his wife was not engaged in money lending and her

⁵⁵ Id.

⁵⁶ Id.

⁵⁷ TSN, August 9, 2018.

lending money to Susana or RCDC was an isolated transaction; and that he kept as part of his records copies of official receipts in the Mayor's Office, but did not keep personal files of transactions of the Municipality.⁵⁸

Salud Imatong Lammawin, accused in these cases and wife of accused Camilo, and former Agrarian Reform Program Technologist, Department of Agrarian Reform (DAR). In her Judicial Affidavit⁵⁹ dated September 13, 2018, she said: that she was employed with DAR from 1990 to January 2015; that she met Susana for the first time at their residence sometime in January 2002; that Susana befriended her and requested to allow her to drop by at their house every time she comes to visit the waterworks project; that they had been in touch regularly through their cellphones and had developed some closeness with her; and that sometime in April 2002, Susana borrowed ₱10,000.00 from her as she ran out of cash for their gas going back to Manila, which she forgot to pay.

She affirmed accused Camilo's testimony that the ₱300,000.00 Susana deposited to her account was the equivalent of ₱210,000.00 (payment for the money borrowed by Ragunton, RCDC Operations Manager) and ₱90,000.00 (fund to be used by Ragunton to augment their financial needs in the project). She testified further that Ragunton borrowed several amounts of money from them and were released depending upon the instruction of her husband, the Municipal Mayor, as shown by the acknowledgment receipts (Exhibits "17" to "21" and "26"); that ₱120,000.00 was deposited to her account and received by Ragunton for RCDC's operations; that Susana's testimony that she will use the ₱120,000.00 to buy a land is not true because the said land was paid in installments through Pag-Ibig Fund; that her husband informed her that issues were circulating that RCDC had been operating on an on-and-off basis due to lack of funds and so her husband was forced to help in order to save face; that she had more or less ₱100,000.00 cash on hand to serve as buffer cash to be used for purchases in her businesses, that is why she had cash at her disposal every time Susana borrowed money; and that, around July 2003, she received a letter from Susana, informing her that RCDC's contract was terminated, alleging that there was politics behind it and stating that she was no longer interested to pursue the project.⁶⁰

On cross examination, she testified that it was usual for her and her husband to welcome contractors in their residence. As her husband is a politician, their house is open to all visitors, not only contractors; that if contractors want to ask for her number, she would give it to them; that she has not come across the Rules of Conduct of Government Employees and was not bothered about the conflict of interest in befriending a contractor of the Municipality, who may take advantage of her being the wife of the Mayor;

⁵⁸ Id.

⁵⁹ Record, Vol. 4, pp. 198-204.

⁶⁰ Id.

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that it was not usual for her and her husband to extend loans to contractors of Tabuk; that she had no lending business and did not have any written contract of loan with RCDC or Susana in 2002; that she did not charge any interest on the loans she extended to them; and that she was just following her husband's instruction to lend money to them.⁶¹

On re-direct, she testified that she had not extended loans to any contractor or to any person transacting with the Municipality, except Susana during the time the project was subsisting; and that she had not given her account number to any person transacting with the Municipality, except Susana.⁶²

Documentary

After the above witnesses testified, the defense filed its Formal Offer of Exhibits. Consequently, this Court admitted in a Resolution⁶³ dated January 29, 2019 the following documentary evidence:

Exhibits "1," Counter-Affidavit of Camilo T. Lammawin, Jr.; "2," Notice to Proceed; "29," Letter dated March 21, 2003; "4," Terms and Procedure of Payment; "5," Affidavit of Ferdinand Tubban; "10," Affidavit of Gloria Sison; "12," Affidavit of Roy Raguton notarized on November 14, 2003; "28-A," Excerpt from Police Blotter; "29," Acknowledgment Receipt dated December 27, 2002; "36," Disbursement Voucher dated February 19, 2002; "38," Accomplishment Summary prepared by RCDC ending June 30, 2003; "39," Letter of Daniel Guallar to RCDC; "40," Letter to Miss Susan Rodriguez; "41," Letter to accused Camilo Lammawin, Jr.; "42," Letter to the Office of the City Mayor by Aqualife; "43," Letter to the City Mayor by MK Screens, Inc.; "46," Memorandum to accused Camilo Lammawin, Jr. dated July 15, 2003; "47," Memorandum to accused Camilo Lammawin, Jr. dated July 9, 2003; "49," Resolution dated July 7, 2003; "50," "50-A" to "50-C," Recommendation of the Special Body Created by the PMU to Study the Proposed Termination of Contract between the LGU and RODMAN Construction and Development Corporation; "51," Unnumbered Resolution, series of 2003; "54," Letter of accused to Michael P. Ruiz dated July 18, 2003; "57" to "57-B," Flyers; "66" to "66-Q," Decision in Civil Case No. 582 dated September 30, 2008; "69" to "69-E," Complaint in Civil Case No. 582; "70" to "70-A," Joint Affidavit; "73," Letter of Susana Rodriguez to Camilo dated May 3, 2002; "74" to "78," Official Receipts; "8," Disbursement Voucher dated July 5, 2002; "45," Disbursement Voucher dated October 18, 2002; "71," Prosecution's Exhibit "M-3"; "81," Prosecution's Exhibit "M-3-a"; "82," Letter dated July 28, 2003 by one Ma'am Susan; "84" to "84-F," Compromise Agreement; and "89," Affidavit of Salud Lammawin dated November 14, 2003.

⁶¹ TSN, September 20, 2018.

⁶² Id.

⁶³ Record, Vol. 4, pp. 380-387.

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In the same Resolution dated January 29, 2019, the Court, however, did not admit the following documentary evidence:

Exhibits “3,” Price Schedule, for failure of the defense to qualify its photocopy as secondary evidence; **“17” to “26,”** Handwritten Acknowledgment Receipts, for failure of the defense to qualify their photocopies as secondary evidence; **“14,”** Affidavit of Mr. Julio Barcellano dated November 14, 2003, **“27,”** Affidavit of Esteban Abalos, and **“30” to “30-A,”** Affidavit of Michael Ruiz dated November 14, 2003, affiants were never called to the witness stand to identify said affidavits, hence hearsay evidence; **“15,”** Letter dated October 29, 2002, for failure of the defense to qualify its photocopy as secondary evidence; **“16,”** Affidavit of Engr. Roy Ragunton dated September 8, 2003, mere photocopy and was not identified by Ragunton on the witness stand; **“28,”** Police Blotter, mere photocopy and no witness was presented to identify it; **“70” to “79-A,”** Affidavit of Esteban Abalos, for being hearsay evidence; **“80” and “80-A,”** Notice of Board Action, no custodian from the concerned office was presented to identify it; **“83,”** Claims by Rodman’s Sub-Contractor and Supplier prepared by Engineer Ariel M. Ungco, Jr., for being hearsay evidence; **“85,”** Certificate of Full Payment issued by the GSIS, no custodian from the concerned office was presented to identify it; **“86,”** Certificate of Business Name registration issued by the Department of Trade and Industry dated May 20, 2002, **“87,”** Certificate of Business Name Registration issued by the Department of Trade and Industry dated January 26, 2006, and **“88,”** Certificate of Business Name Registration issued by the Department of Trade and Industry dated January 10, 2000, no employee from said government office was presented to identify them; and **“91” and “92,”** Certifications from the Office of the City Social Welfare and Development, no custodian from the concerned office was presented to identify them.

No rebuttal evidence was presented thereby terminating trial. Thereafter, parties were given time to file their respective memoranda.⁶⁴ For its part, the defense submitted its Memorandum⁶⁵ on March 28, 2019. On April 1, 2019, the prosecution submitted its Memorandum.⁶⁶

FINDINGS AND RULING OF THE COURT

Prefatorily, in matters involving public interest such as biddings, purchases, and other financial transactions including contracts and projects, public officials are expected to observe high standard of ethics and “shall at all times be accountable to the people and shall discharge their duties with utmost responsibility, integrity, competence, and loyalty, act with patriotism

⁶⁴ Id. at 222-223, Order dated September 20, 2018 of the Court.

⁶⁵ Id. at 414-439.

⁶⁶ Id. at 440-473.

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and justice, lead modest lives, and uphold public interest over personal interest.”⁶⁷

In the present cases, the charges for Violation of Sec. 3(b) of R.A. No. 3019 and Direct Bribery are all repercussions of that power wielded by accused Camilo as public official in the discharge of his duties, albeit used unsparingly to achieve personal endeavors. As to his co-accused, his wife Salud, she was alleged to have conspired with him in the commission of the crimes charged because evidence tends to show that part of the subject amounts received by Camilo was deposited to her account. As defined, conspiracy is said to exist where two or more persons come to an agreement concerning the commission of a felony and decide to commit it. The essence of conspiracy is the unity of action and purpose. To be a conspirator, one need not participate in every detail of the execution; he or she need not even take part in every act. Each conspirator may be assigned separate and different tasks which may appear unrelated to one another but, in fact, constitute a whole collective effort to achieve their common criminal objective. Once conspiracy is shown, the act of one is the act of all the conspirators. The precise extent or modality of participation of each of them becomes secondary, since all the conspirators are principals.⁶⁸

Nonetheless, whether or not the acts as alleged in the Informations are true, this Court cannot countenance dastardly acts of public officials and their cohorts, hence, if proven, must render judgment strictly in accordance with the rule of law and the evidence presented by the parties.

Crim. Case Nos. SB-14-CRM-0224-0225
For: Violation of Sec. 3(b), R.A. No. 3019

Section 3(b) of R.A. No. 3019 provides:

Sec. 3. In addition to acts or omissions of public officers already penalized by existing law, the following shall constitute corrupt practices of any public officer and are hereby declared unlawful:

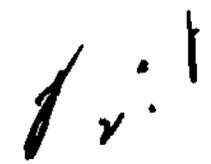
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(b) Directly or indirectly requesting or receiving any gift, present, share percentage or benefit, for himself or for any other person, in connection with any contract or transaction between the Government and any other party, wherein the public officer in his official capacity has to intervene under the law.

The elements of the crime penalized under Section 3(b) of R.A. No. 3019 are:

⁶⁷ See R.A. No. 6713, *Code of Conduct and Ethical Standards for Public Officials and Employees*, Section 2. Declaration of Policies. Emphasis supplied.

⁶⁸ *People vs. Jesalva*, G.R. No. 227306, June 19, 2017.



- (1) That the offender is a public officer;
- (2) That he requested or received a gift, present, share, percentage or benefit;
- (3) That such gift, present, share, percentage or benefit was for the benefit of said public officer or for any other person;
- (4) That the request or receipt was made in connection with a contract or transaction with the government; and
- (5) That said officer has the right to intervene in such contract or transaction in his official capacity under the law.⁶⁹

First element: That the offender is a public officer. The parties stipulated during the pre-trial conference that accused Camilo is a public official being the then Mayor of the Municipality of Tabuk, Kalinga at the time material to the case, while his co-accused Salud, although she was a government employee being a former Agrarian Reform Program Technologist at the DAR, is married to accused Camilo, and was indicted under the Informations for allegedly conspiring with her husband in committing the crimes charged.

The first element having been stipulated and admitted, its existence need not be proven.

The Court shall now proceed to determine whether the other elements of the crime charged are present based on the parties' respective pieces of evidence. On this score, the second, third, fourth, and fifth elements shall be discussed *in seriatim*.

Second, third, fourth, and fifth elements: That accused directly or indirectly requested or received any gift, present, share percentage or benefit, for himself or for any other person, in connection with any contract or transaction between the Government and any other party, wherein the public officer in his official capacity has to intervene under the law. To recall, the charges under Sec. 3(b) of R.A. No. 3019 pertain to the receipt or demand by accused Camilo and Salud of the amounts of ₱400,000.00 and ₱120,000.00 from private complainant Susana in relation to the Tabuk Water Supply System Project.

Sec. 3(b) of R.A. No. 3019 penalizes three distinct acts—(1) demanding or requesting; (2) receiving; or (3) demanding, requesting and receiving—any gift, present, share, percentage, or benefit for oneself or for

⁶⁹ *Merencillo vs. People*, G.R. Nos. 142369-70, April 13, 2007; *Osias vs. Court of Appeals*, Nos. L-46148-49, April 10, 1996.

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any other person, in connection with any contract or transaction between the government and any other party, wherein a public officer in an official capacity has to intervene under the law. These modes of committing the offense are distinct and different from each other. Proof of the existence of any of them suffices to warrant conviction. The lack of demand is immaterial. After all, Sec. 3(b) of R.A. No. 3019 uses the word "or" between "requesting" and "receiving."⁷⁰

To stress, in cases of this nature, intervention in an official capacity by a public officer springs from his or her role as the head of the procuring entity. Particularly in these cases, accused Camilo as Municipal Mayor and the head of the procuring entity, during the period material to this case, was vested by law the power to approve any contract or transaction between the government and any other party. R.A. No. 9184 or the *Government Procurement Reform Act* defines "head of the procuring entity," viz:

Section 5. Definition of Terms. – For purposes of this Act, the following terms or words and phrases shall mean or be understood as follows:

x x x x

(j) Head of the Procuring Entity refers to: (I) the head of the agency or his duly authorized official, for national government agencies; (ii) the governing board or its duly authorized official, for government-owned and/or-controlled corporations; or (iii) **the local chief executive, for local government units.** Provided, That in a department, office or agency where the procurement is decentralized, the Head of each decentralized unit shall be considered as the Head of the Procuring Entity subject to the limitations and authority delegated by the head of the department, office or agency. (emphasis added)

Being the local chief executive, accused Mayor Camilo then becomes the Head of the Procuring Entity of his Municipality by operation of law.

It is indubitable, therefore, that the Mayor plays the most important role in the approval of contracts entered into by the Municipality. Without his or her corresponding approval of the preliminary recommendation of the award of the contract, the project or transaction will never come into fruition. R.A. No. 9184 clearly provides, as follows:

Section 37. Notice and Execution of Award. – **Within a period not exceeding fifteen (15) calendar days from the determination and declaration by the BAC of the Lowest Calculated Responsive Bid or Highest Rated Responsive Bid, and the recommendation of the award, the Head of the Procuring Entity or his duly authorized representative shall approve or**

⁷⁰ *Peligrino vs. People*, G.R. No. 136266, August 13, 2001.

disapprove the said recommendation. In case of approval, the Head of the Procuring Entity or his duly authorized representative shall immediately issue the Notice of Award to the bidder with the Lowest Calculated Responsive Bid or Highest Rated Responsive Bid.

Within ten (10) calendar days from receipt of the Notice of Award, the Winning bidder shall formally enter into contract with the Procuring Entity. When further approval of higher authority is required, the approving authority for the contracts shall be given a maximum of twenty (20) calendar days to approve or disapprove it.

x x x x

The Procuring Entity shall issue the Notice to Proceed to the winning bidder not later than seven (7) calendar days from the date of approval of the contract by the appropriate authority. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the contractor. (emphasis added)

Having established that accused Mayor Camilo is a public officer who has the capacity to intervene under the law in connection with any contract or transaction between the government and any other party, the Court shall now delve into the crux of the controversy—the receipt of the disputed amounts by the two accused, which Sec. 3(b) of R.A. No. 3019 seeks to penalize.

First, the fact of the deposits in the amount of ₱400,000.00 and ₱120,000.00 to the respective accounts of the two accused is undisputed and is proven by the following evidence of the prosecution:

For the amount of ₱400,000.00:

(1) Statement of Accounts for Lammawin, Camilo with Account No. 6295011201 (Exhibit "M"). In said Statement of Accounts, there is an entry dated July 10, 2002 with branch code 265 and cash deposit in the amount of ₱99,900.00. An official receipt was issued by the teller of PNB Petron Mega Plaza Branch in the amount of ₱100.00, also with 265 as branch code, as proof that due to the interbranch deposit, a bank service fee was charged on the deposit of ₱100,000.00 to the account 6295011201. The said transaction is consistent with the testimony of Blaza and Susana that on July 10, 2002, accused Camilo demanded money and RCDC deposited ₱100,000.00 in accused Camilo's bank account. More, said transaction is bank system generated and, therefore, cannot be disputed without evidence to the contrary;

(2) Print out of the transaction pertaining to Account No. 1052001567 for the month of July 2002, with branch code 178 referring to Landbank-Pasong Tamo Branch and the entry ₱300,000.00, the cash deposit made at the Landbank-Pasong Tamo Branch to the account 1052001567 under the name of accused Salud Lammawin (Exhibit "N"). This is consistent with

the testimony of Blaza and Susana that on July 10, 2002, accused Camilo demanded money and RCDC deposited ₱300,000.00 in accused Salud's bank account; and

For the amount of ₱120,000.00:

(3) Print out of the transaction pertaining to Account No. 1052001567 for the month of October 2002, with branch code 283 referring to Landbank-Sta. Rosa, Laguna Branch and the entry ₱120,000.00, the cash deposit made at the Landbank-Sta. Rosa, Laguna Branch to the account 1052001567 under the name of accused Salud Lammawin (Exhibit "U"). This is likewise consistent with the testimony of Susana that sometime in October 2002, accused Camilo demanded money and RCDC, through prosecution witness Navea, deposited ₱120,000.00 to Salud's bank account.

To recapitulate, allow this Court to state the chronology of events pertaining to the release of the disputed amounts, thus:

- (1) On November 29, 2001, the Municipality of Tabuk, Kalinga-PBAC awarded the Project to Rodman Construction and Development Corp. (RCDC).
- (2) On January 17, 2002, **the Contract for Design, Build and Lease of the Tabuk Water Supply System (Contract) was entered into by and between the Municipality of Tabuk, through accused Camilo as its Mayor and Alexander Rodriguez, the President and Chief Executive Officer of RCDC.**
- (3) On February 18, 2002, the Municipality of Tabuk, Kalinga issued the Notice to Proceed to RCDC.
- (4) **The amount of Two Million Pesos (Php 2 Million) through a Disbursement Voucher dated July 5, 2002 was prepared and DBP Check No. 7520602 dated July 9, 2002 payable to RCDC for the payment of mobilization fee for the Project was issued by the Municipality of Tabuk to RCDC.**
- (5) On July 10, 2002, Jesus Blaza on behalf of RCDC received DBP Check No. 7520602 dated July 9, 2002 for Php2Million.
- (6) **The amount of One Million Seven Hundred Thirty Two Thousand Two Hundred Sixty Pesos (Php 1,732,260.00) through a Disbursement Voucher dated October 18, 2002 was prepared and DBP Check No. 7520602 dated October 18, 2002 payable to RCDC for the payment of mobilization fee for the**

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Project was issued by the Municipality of Tabuk of RCDC, which check was released to RCDC on the same date.⁷¹

Apparently, the dates July 10, 2002 and October 18, 2002 are the respective dates of the release of the disputed checks to RCDC and also the dates stated in the Information when the two accused received the disputed amounts through their bank accounts. It is, therefore, clear as day that prior or on the day of the release of the checks, the two accused received on July 10, 2002 (₱400,000.00) and October 18, 2002 (₱120,000.00) the disputed amounts. And based on the records, both accused did not deny receiving said amounts deposited to their bank accounts, albeit for a different reason to support their position.

In order to disprove the prosecution's stand that the amounts they received were in consideration of the checks' release, accused Camilo and Salud presented countervailing evidence through handwritten Acknowledgment Receipts dated May 15 and 31; June 14, 20, and 28; and September 13, 2002 (Exhibits "17" to "21" and "26") executed by its witness Ragunton, showing that he borrowed money six (6) times from accused Camilo or Salud to augment the project's funding. The purported acknowledgments were, however, excluded by the Court in its Resolution dated January 29, 2019 because they are mere photocopies, and although identified by accused and Ragunton, the defense was not able to satisfy the requirements to qualify these documentary exhibits as secondary evidence.⁷²

Moreover, accused Camilo, in his testimony, confirmed that there was no written contract of loan between him and RCDC executed for the said borrowings, but only a verbal request from Susana.⁷³ And according to Ragunton, the acknowledgment receipts he prepared did not have the written conformities of Spouses Alexander and Susana Rodriguez and neither Alexander nor Susana executed any promissory note regarding the borrowings.⁷⁴

These borrowings, without any evidence to prove their existence, are therefore mere allegations. It is basic in the rule of evidence that bare allegations, unsubstantiated by evidence, are not equivalent to proof.⁷⁵

And, *second*, the release of the checks in the amounts of ₱2,000,000.00 and ₱1,732,260.00 used for the funding of the project—made possible by the issuance of disbursement vouchers by accused Camilo in his official capacity as Mayor of the Municipality of Tabuk—was done after the amounts of ₱400,000.00 and ₱120,000.00 were deposited to the respective accounts of

⁷¹ Record, Vol. 2, pp. 100-102. See Pre-Trial Order dated January 26, 2016 of this Court.

⁷² Record, Vol. 4, p. 385.

⁷³ TSN, August 9, 2018.

⁷⁴ TSN, December 6, 2017.

⁷⁵ *Real vs. Belo*, G.R. No. 146224, January 26, 2007.

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accused Spouses Lammawin. In other words, accused Camilo, being then the Municipal Mayor, approved the payments to RCDC.

As the Ombudsman puts it, accused Camilo and Salud have failed to show sufficient proof of entitlement to the amounts deposited by RCDC through Susana,⁷⁶ for the acknowledgment receipts have no evidentiary value and remain an allegation that accused Camilo or Salud extended loans to Susana. Thus, it can then be reasonably concluded that the receipt of the ₱400,000.00 and ₱120,000.00 by accused Camilo and Salud redounded to their benefit. The Court agrees with the Ombudsman's disquisition:

[I]t is highly questionable and doubtful that respondents would shell out their private funds to support and sustain [RCDC]'s operations. Such act is tantamount to [accused's] partnering with [RCDC] in carrying out the contract, which is prohibited by law and in conflict of public interest, considering that [Mayor Camilo] is the approving authority in the cash disbursements who is also tasked to evaluate whether [RCDC] is faithfully in compliance with the contract.⁷⁷

The defense's averment that RCDC was having financial difficulties in the Tabuk project is belied by accused Camilo's testimony that RCDC was technically and financially qualified based on documents.⁷⁸ Hence, the Municipality of Tabuk, Kalinga-PBAC awarded the project to RCDC after determining the financial capability of RCDC. More, even if it is true that during the commencement of the project, RCDC was having financial difficulties as averred by accused Camilo when he testified during trial, prompting him and his wife to lend a hand, still the truth of this matter could not be appreciated for lack of concrete evidence to this effect.

That being so, the Court could not be faulted if, after considering the parties' respective evidence, it finds that there is sufficient proof that accused Camilo and Salud conspired with each other in order to receive money from RCDC or Susana in consideration of the release of the checks for the funding of the project. Perforce, they must be convicted for Violation of Sec. 3(b), R.A. No. 3019.

Crim. Case Nos. SB-14-CRM-0226-0227
For: Direct Bribery, Art. 210, Revised Penal Code

Article 210 of the Revised Penal Code provides:

Art. 210. *Direct bribery.* — Any public officer who shall agree to perform an act constituting a crime, in connection with the performance of this official duties, in consideration of any offer, promise, gift or present received by such officer, personally or

⁷⁶ Record, Vol. 1, p. 17. Resolution dated September 25, 2013 of the Office of the Ombudsman.

⁷⁷ Id. at 18.

⁷⁸ TSN, August 9, 2018.

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through the mediation of another, shall suffer the penalty of *prision mayor* in its medium and maximum periods and a fine [of not less than the value of the gift and] not less than three times the value of the gift in addition to the penalty corresponding to the crime agreed upon, if the same shall have been committed.

If the gift was accepted by the officer in consideration of the execution of an act which does not constitute a crime, and the officer executed said act, he shall suffer the same penalty provided in the preceding paragraph; and if said act shall not have been accomplished, the officer shall suffer the penalties of *prision correccional*, in its medium period and a fine of not less than twice the value of such gift.

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In addition to the penalties provided in the preceding paragraphs, the culprit shall suffer the penalty of special temporary disqualification. (emphasis supplied)

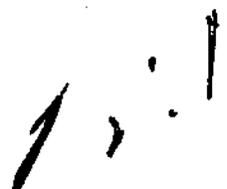
Direct bribery has the following essential elements:

- (1) That the offender is a public officer;
- (2) That the offender accepts an offer or promise or **receives a gift or present by himself** or through another;
- (3) That such offer or promise be accepted or gift or present be received by the public officer with a view to committing some crime, or **in consideration of the execution of an act which does not constitute a crime but the act must be unjust**, or to refrain from doing something which it is his official duty to do; and
- (4) That the act which the offender agrees to perform or which he executes is connected with the performance of his official duties.⁷⁹

First element: *That the offender is a public officer.* It is likewise undisputed that accused Camilo was the former Mayor of the Municipality of Tabuk, and as earlier established, accused Salud is Camilo's wife who conspired with him to extort money from Susana.

Second element: *That the offender accepts an offer or promise or receives a gift or present by himself or through another.* Verily, as discussed earlier, the fact of receipt of the subject deposits by accused was sufficiently established by the prosecution, and the entitlement to said deposits was not justified by accused. Hence, the second element of direct bribery is present—that the offender receives a gift or present by himself.

⁷⁹ *Merencillo vs. People*, G.R. Nos. 142369-70, April 13, 2007. Emphasis added.



Third and fourth elements: That such gift or present be received by the public officer in consideration of the execution of an act which does not constitute a crime but the act must be unjust; and that the act which the offender agrees to perform or which he executes is connected with the performance of his official duties. In the present cases, accused Mayor Camilo's release of the checks for the funding of the project is not an act that constitutes a crime, but became unjust when the ₱400,000.00 and ₱120,000.00 were received by accused from Susana in consideration of the release of the said checks. Also, as Mayor, accused Camilo was the approving authority for the release of the check, which act was, indeed, connected with the performance of his official duties.

A comparison of the elements of the crime of direct bribery defined and punished under Article 210 of the Revised Penal Code and those of violation of Section 3(b) of R.A. 3019 shows that there is neither identity nor necessary inclusion between the two offenses.⁸⁰

Clearly, the violation of Section 3(b) of RA 3019 is neither identical nor necessarily inclusive of direct bribery. While they have common elements, not all the essential elements of one offense are included among or form part of those enumerated in the other. Whereas the mere request or demand of a gift, present, share, percentage or benefit is enough to constitute a violation of Section 3(b) of R.A. No. 3019, acceptance of a promise or offer or receipt of a gift or present is required in direct bribery. Moreover, the ambit of Section 3(b) of R.A. No. 3019 is specific. It is limited only to contracts or transactions involving monetary consideration where the public officer has the authority to intervene under the law. Direct bribery, on the other hand, has a wider and more general scope: (a) performance of an act constituting a crime; (b) execution of an unjust act which does not constitute a crime; and (c) agreeing to refrain or refraining from doing an act which is his official duty to do.⁸¹

In these cases, although the two charges against accused stemmed from the same transaction, the same act gave rise to two separate and distinct offenses.⁸²

The crimes of Violation of Sec. 3(b), R.A. No. 3019 and Direct Bribery are clandestine in nature, in that the giver or briber is usually the only one who can provide direct evidence of the commission of this crime, like Susana in these cases. The sad reality in cases of this nature is that no witness can be called to testify since no third party is ordinarily involved to witness the same. Normally, the only persons present are the ones who made the demand and on whom the demand was made,⁸³ who respectively happen to be accused and

⁸⁰ *Merencillo vs. People*, id.

⁸¹ Id.

⁸² Id.

⁸³ *Cadiao-Palacios vs. People*, G.R. No. 168544, March 31, 2009, cited in the prosecution's Memorandum.

Susana in these cases.

In fine, had accused Camilo not demanded and received money from RCDC or Susana as proven by the prosecution and had not his wife co-accused Salud received money from RCDC or through Susana, and more importantly, had Spouses Lammawin not given their respective bank accounts where the amounts of ₱400,000.00 and ₱120,000.00 were deposited, then they could have not been charged. Their respective defense that these amounts were actually in payment of the money extended to RCDC to augment its operational expenses could not and will not even save them because *first*, this allegation was not substantiated by concrete evidence and *second*, prudence could have dictated them not to lend money, because lending money to a contractor for a project in which a public official has actual participation, directly or indirectly, is against public policy and never to be countenanced, no matter how noble the intention is. Simply stated, had both accused observed high standard of ethics in dealing with RCDC for the accomplishment of the project contract, they would not have been trapped in the pitfall of crossing the clear-cut boundaries of public transactions, no matter how noble their intention is for their community. Needless to state, they must have been completely unaware of the salient provisions of the *Code of Conduct and Ethical Standards for Public Officials and Employees*, particularly Section 7 thereof.⁸⁴

Verily, what must only bind this Court are its appreciation of the evidence submitted by the parties and its unprejudiced application of the Rules of Court and applicable penal provisions. At this juncture, allow this Court to elucidate the quantum of evidence required in criminal cases.

Rule 133, Section 2 of the Revised Rules on Evidence specifies the requisite quantum of evidence in criminal cases:

Section 2. Proof beyond reasonable doubt. — In a criminal case, the accused is entitled to an acquittal, unless his guilt is shown beyond reasonable doubt. Proof beyond reasonable doubt does not mean such a degree of proof, excluding possibility of error, produces

⁸⁴ Section 7. *Prohibited Acts and Transactions*. — In addition to acts and omissions of public officials and employees now prescribed in the Constitution and existing laws, the following shall constitute prohibited acts and transactions of any public official and employee and are hereby declared to be unlawful:

- (a) Financial and material interest. - Public officials and employees shall not, directly or indirectly, have any financial or material interest in any transaction requiring the approval of their office.

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- (d) Solicitation or acceptance of gifts. - **Public officials and employees shall not solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment, loan or anything of monetary value from any person in the course of their official duties or in connection with any operation being regulated by, or any transaction which may be affected by the functions of their office.** (emphasis supplied)
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absolute certainty. Moral certainty only is required, or that degree of proof which produces conviction in an unprejudiced mind.

This rule places upon the prosecution the task of establishing the guilt of an accused, relying on the strength of its own evidence, and not banking on the weakness of the defense of an accused. Requiring proof beyond reasonable doubt finds basis not only in the due process clause⁸⁵ of the Constitution, but similarly, in the right of an accused to be "presumed innocent until the contrary is proved."⁸⁶ Undoubtedly, it is the constitutional presumption of innocence that lays such burden upon the prosecution.⁸⁷

The Supreme Court ruled in *People vs. Ganguso*:⁸⁸

An accused has in his favor the presumption of innocence which the Bill of Rights guarantees. x x x This reasonable doubt standard is demanded by the due process clause of the Constitution which protects the accused from conviction except upon proof beyond reasonable doubt of every fact necessary to constitute the crime with which he is charged. x x x Proof beyond reasonable doubt does not, of course, mean such degree of proof as, excluding the possibility of error, produce absolute certainty. Moral certainty only is required, or that degree of proof which produces conviction in an unprejudiced mind. The conscience must be satisfied that the accused is responsible for the offense charged.

Well-entrenched in jurisprudence is the rule that the conviction of the accused must rest, not on the weakness of the defense, but on the strength of the prosecution. The burden is on the prosecution to prove guilt beyond reasonable doubt, not on the accused to prove his innocence.⁸⁹

Likewise, it is a fundamental rule in criminal procedure that the State carries the *onus probandi* in establishing the guilt of the accused beyond a reasonable doubt, as a consequence of the tenet *ei incumbit probatio, qui dicit, non qui negat*, which means that he who asserts, not he who denies, must prove, and as a means of respecting the presumption of innocence in favor of the man or woman on the dock for a crime. Accordingly, the State has the burden of proof to show: (1) the correct identification of the author of a crime, and (2) the actuality of the commission of the offense with the participation

⁸⁵ CONST, (1987), art. III, sec. 1. No person shall be deprived of life, liberty, or property without due process of law, nor shall any person be denied the equal protection of the laws.

⁸⁶ CONST, (1987), art. III, sec. 14 (2): In all criminal prosecutions, the accused shall be presumed innocent until the contrary is proved, and shall enjoy the right to be heard by himself and counsel, to be informed of the nature and cause of the accusation against him, to have a speedy, impartial, and public trial, to meet the witnesses face to face, and to have compulsory process to secure the attendance of witnesses and the production of evidence in his behalf. However, after arraignment, trial may proceed notwithstanding the absence of the accused provided that he has been duly notified and his failure to appear is unjustifiable.

⁸⁷ *People vs. Solayao*, 330 Phil. 811, 819 (1996).

⁸⁸ G.R. No. 115430, November 23, 1995, 250 SCRA 268, 274-275.

⁸⁹ *People vs. Velarde*, G.R. No. 139333, July 18, 2002, 384 SCRA 646, 663; cited in *Boac vs. People*, 591 Phil. 508, 521-522 (2008) and *Macayan, Jr. vs. People*, G.R. No. 175842, March 18, 2015.

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of the accused. All these facts must be proven by the State beyond reasonable doubt on the strength of its evidence and without solace from the weakness of the defense.⁹⁰

Prescinding from the above legal principles, if the State was able to meet this quantum of evidence, or the moral certainty that the accused committed the crime charged, then the Court, without more, must convict the accused. And in these cases, this Court has no other recourse but to render a verdict of guilt because as discussed above, all the elements of the crimes charged were proven with moral certainty by the prosecution, and no sufficient countervailing evidence was presented by the defense in order to entitle both accused to an acquittal.

WHEREFORE, premises considered, accused Camilo Tolentino Lammawin, Jr. and Salud Imatong Lammawin are:

In Crim. Case No. SB-14-CRM-0224—

Found **GUILTY** beyond reasonable doubt of Violation of Section 3(b), Republic Act No. 3019, as amended. Both accused are hereby sentenced to suffer: (a) an indeterminate sentence of imprisonment for a period of six (6) years and one (1) month, as minimum, to nine (9) years, as maximum; and (b) perpetual disqualification from public office.

In Crim. Case No. SB-14-CRM-0225—

Found **GUILTY** beyond reasonable doubt of Violation of Section 3(b), Republic Act No. 3019, as amended. Both accused are hereby sentenced to suffer: (a) an indeterminate sentence of imprisonment for a period of six (6) years and one (1) month, as minimum, to nine (9) years, as maximum; and (b) perpetual disqualification from public office.

In Crim. Case No. SB-14-CRM-0226—

Found **GUILTY** beyond reasonable doubt of Direct Bribery, penalized under Article 210 of the Revised Penal Code. Both accused are hereby sentenced: (a) to an indeterminate penalty of imprisonment of two (2) years, four (4) months and one (1) day of *prision correccional* medium period, as minimum, to eight (8) years and one (1) day of *prision mayor* medium period, as maximum; and (b) to pay a fine in the amount of One Million Two Hundred Thousand Pesos (₱1,200,000.00), thrice the value of the gift of ₱400,000.00 received by them. Both accused shall also suffer the penalty of special temporary disqualification.

⁹⁰ *People vs. Wagas*, G.R. No. 157943, September 4, 2013.

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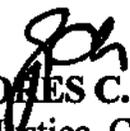
In Crim. Case No. SB-14-CRM-0227—

Found **GUILTY** beyond reasonable doubt of Direct Bribery, penalized under Article 210 of the Revised Penal Code. Both accused are hereby sentenced: (a) to an indeterminate penalty of imprisonment of two (2) years, four (4) months and one (1) day of *prision correccional* medium period, as minimum, to eight (8) years and one (1) day of *prision mayor* medium period, as maximum; and (b) to pay a fine in the amount of Three Hundred Sixty Thousand Pesos (P360,000.00), thrice the value of the gift of P120,000.00 received by them. Both accused shall also suffer the penalty of special temporary disqualification.

SO ORDERED.


GEORGINA D. HIDALGO
Associate Justice

WE CONCUR:


MA. THERESA DOLORES C. GOMEZ-ESTOESTA
Associate Justice, Chairperson


ZALDY V. TRESPESES
Associate Justice

ATTESTATION

I attest that the conclusions in the above Decision had been reached in consultation with the Justices of the Court's Division.


MA. THERESA DOLORES C. GOMEZ-ESTOESTA
Associate Justice
Chairperson, Seventh Division

CERTIFICATION

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


AMPARO M. GABOTANE-TANG
Presiding Justice

