



REPUBLIC OF THE PHILIPPINES

Sandiganbayan

Quezon City

SIXTH DIVISION

PEOPLE OF THE PHILIPPINES,
Plaintiff,

SB-16-CRM-0507

For: Violation of Sec. 3(e) of
R.A. 3019

- versus -

ROGELIO N. QUINO, CECILIA
QUINO-REJAS, and ANTONIO
QUINO, JR.,

Accused.

Present:

FERNANDEZ, SJ, J.

Chairperson

MIRANDA, J. and

VIVERO, J.

Promulgated:

October 28, 2019 *[Signature]*

x-----x

DECISION

VIVERO, J.

For decision is the charge for violation of Section 3(e) of Republic Act No. 3019 (R.A. No. 3019)¹ or the Anti-Graft and Corrupt Practices Act, as amended, against Rogelio Narvasa Quino (Mayor Quino), then Municipal Mayor of Manolo Fortich, Bukidnon, Cecilia Quino-Rejas (Quino-Rejas), then Municipal Budget Officer of the same municipality, and Antonio Narvasa Quino (Antonio), Municipal Shop Foreman of the same municipality, for allegedly giving unwarranted benefit, advantage, or preference to Antonio Narvasa

¹Section 3. *Corrupt practices of public officers.* 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 to be unlawful:

x x x

(e) Causing any undue injury to any party, including the Government, or giving any private party any unwarranted benefits, advantage or preference in the discharge of his official administrative or judicial functions through manifest partiality, evident bad faith or gross inexcusable negligence. This provision shall apply to officers and employees of offices or government corporations charged with the grant of licenses or permits or other concessions.

[Handwritten signatures and initials]

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 2 of 45

x-----x

Quino, Jr. in the form of salary increases, by approving and certifying several appointments of the latter which effectively upgraded his Salary Grade (SG) as Municipal Shop Foreman from SG11 to SG15 and thereafter to SG18, without legal basis and in violation of Republic Act No. 6758 or the Compensation and Classification Act of 1989 and Republic Act No. 7160 or the 1991 Local Government Code of the Philippines to the damage and prejudice of the government.

The Facts

From the record, as well as the stipulations of the parties, the following relevant facts are deemed admitted:

Accused Antonio was a casual employee of the Local Government Unit of Manolo Fortich, Bukidnon since June 1, 2008.² Antonio started working as a Mechanical Shop Foreman in the Motorpool Division with a Salary Grade of SG11 with a daily rate pay of PHP474.09.³ Then for the period of July 1, 2008 to December 31, 2008, Antonio's casual employment was renewed and his Salary Grade was upgraded to SG13 with a daily rate pay of PHP591.86.⁴ For the period of January 1, 2009 to September 30, 2010, his employment as Mechanical Shop Foreman was again renewed and his Salary Grade was upgraded to SG15 with a daily rate of pay of PHP731.50.⁵ Antonio continued to receive such daily rate of pay as Mechanical Shop Foreman until December 24, 2010.⁶ From January 1, 2011 until April 11, 2012, Antonio's Salary Grade remained at SG15 but his daily rate of pay was increased to PHP838.22.⁷

Based on the Plantilla of Casual Appointments for January 12, 2012 to April 11, 2012,⁸ Antonio's salary per day was PHP838.22. However, the payroll for the period March 26, 2012 to April 11, 2012 will show that Antonio received the amount of PHP1,157.90 per day – a compensation equivalent to SG18.⁹ Then on April 12, 2012 until October 11, 2012, Antonio's appointment as Mechanical Shop Foreman was again renewed and his Salary Grade was again upgraded to SG18 with a daily rate of pay of PHP1,157.90.¹⁰

²Exhibits "H," "V," to "V-48" for the prosecution.

³*ibid*

⁴Exhibits "I," "V-49" to "V-93" for the prosecution.

⁵Exhibits "A," "J," "C," and "B."

⁶Exhibits "V-94" to "V-263" for the prosecution.

⁷Exhibits "F," "E," "K," "D," "L," "V-264" to "V-384" for the prosecution.

⁸Exhibit "L" for the prosecution.

⁹Exhibits "V-385" to "V-387" for the prosecution.

¹⁰Exhibits "V-388" to "V-430"

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 3 of 45

X-----X

The appointment of Antonio and its renewals were certified by Quino-Rejas as to the existence of appropriation, as then Municipal Budget Officer of Manolo Fortich, Bukidnon. Mayor Quino also signed the appointment of Antonio and its renewals as the approving authority, being the then Mayor of the same municipality.

On June 12, 2012, Diosdado Ditona filed a Complaint-Affidavit against Rogelio N. Quino, Mayor (SG 27), Cecilia Quino-Rejas, Budget Officer (SG 24), and Antonio Quino, Jr., Mechanical Shop Foreman (SG 11) alleging (a) violation of the rule on nepotism, (b) falsification of Antonio's personal data sheet, and (c) falsification by Mayor Quino and Quino-Rejas of Antonio's appointment by making it appear that the Salary Grade of a mechanical shop foreman is 18 when it is in fact only 11, thus allowing Antonio to receive a higher salary than what is provided by law to the damage and prejudice of the government and in violation of Section 3(e) of RA No. 3019.

On November 21, 2014, the Office of the Ombudsman found probable cause to indict Mayor Quino, Quino-Rejas, and Antonio for violation of Section 3(e) of RA No. 3019. The Ombudsman also found the presence of conspiracy among respondents Mayor Quino, Quino-Rejas, and Antonio.

Information

The Information¹¹ filed with this Court on May 10, 2016 reads:

The undersigned Assistant Special Prosecutor I, Office of the Special Prosecutor, hereby accuses ROGELIO NARVASA QUINO, CECILIA QUINO-REJAS, and ANTONIO NARVASA QUINO, JR. of violation of Section 3(e) of Republic Act (R.A.) 3019, otherwise known as the "Anti Graft and Corrupt Practices Act," committed as follows:

That from the period of January 1, 2009 to July 11, 2012 or sometime prior or subsequent thereto, in the municipality of Manolo Fortich, Province of Bukidnon, Philippines, and within the jurisdiction of this Honorable Court, the above-named accused ROGELIO NARVASA QUINO, being then the Municipal Mayor of the said municipality, and CECILIA QUINO-REJAS, being then the Municipal Budget Officer, while in the performance of their official functions and committing the offense in relation to their respective offices, conniving and confederating with each other and with ANTONIO NARVASA QUINO, JR., Municipal Shop Foreman of

¹¹Rollo, Vol. I. at pp.1-3.

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 4 of 45

X-----X

the same municipality, with manifest partiality, evident bad faith or gross inexcusable negligence, did then and there willfully, unlawfully, and feloniously give unwarranted benefit, advantage or preference to ANTONIO NARVASA QUINO, JR., in the form of salary increases, by approving and certifying several appointments of the latter which effectively upgraded his salary grade (SG) as Municipal Shop Foreman from SG 11 to SG 15 and thereafter to SG 18, without legal basis and in violation of Republic Act No. 6758 or the Compensation and Position Classification Act of 1989 and Republic Act No. 7160 or the 1991 Local Government Code of the Philippines to the damage and prejudice of the government.

CONTRARY TO LAW.

Proceedings before the Sandiganbayan

In its August 15, 2016 Minute Resolution¹², this Court found the existence of probable cause and consequently ordered the issuance of warrants of arrest against accused Mayor Quino, Quino-Rejas, and Antonio. Hold Departure Orders¹³ were also issued against the accused on the same date.

Accused Mayor Quino voluntarily surrendered and posted cash bail bond for his provisional liberty on August 22, 2016.¹⁴ On August 23, 2016, Quino-Rejas¹⁵ and Antonio¹⁶ voluntarily surrendered and posted their respective cash bail bonds for their provisional liberty.

On September 6, 2016, accused Mayor Quino, Quino-Rejas, and Antonio filed a Motion to Quash Information¹⁷ alleging that (a) the facts charged in the information failed to allege specific acts and circumstances showing the presence of all the essential elements of violation of Section 3(e) of RA 3019; and (b) the admitted facts on record show uncontroverted facts which negate the "prima facie truth" of the allegations in the information. On September 27, 2016, the prosecution filed its Opposition.¹⁸ On October 7, 2016, accused filed their Reply¹⁹ to the prosecution's Opposition.

¹²*Id.* at p. 80.

¹³*Id.* at p. 79.

¹⁴*Id.* at p. 83.

¹⁵*Id.* at p. 87.

¹⁶*Id.* at p. 90.

¹⁷*Id.* at 113 - 211.

¹⁸*Id.* at 223 - 231.

¹⁹*Id.* at 242 - 251.

Handwritten signatures and initials in black ink, including a signature that appears to be 'M. Narvasa' and another signature below it.

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 5 of 45

X-----X

In its Resolution dated November 14, 2016²⁰, this Court denied the Motion for lack of merit. The accused filed a Motion for Reconsideration²¹ on November 21, 2016 alleging that this Court committed error when it ruled that (a) accused are charged only for the unwarranted benefits, advantage, or preference, and not for causing undue injury to any party, including the government, and (b) even hypothetically admitting the facts alleged in the information, no crime can be ascribed on the accused. On November 25, 2016, the prosecution filed their Opposition.²² On December 6, 2016, accused filed their Reply to the prosecution's Opposition.²³

This Court resolved to deny accused's Motion for Reconsideration in a Resolution dated January 12, 2017²⁴ as the issues and arguments posed by accused in support of their motion for reconsideration are but a rehash and repetition of the same issues and arguments raised in their motion to quash.

On February 10, 2017, accused filed a Petition for Certiorari²⁵ before the Supreme Court alleging grave abuse of discretion amounting to lack or excess of jurisdiction when the Court issued Resolution dated November 14, 2016 denying their Motion to Quash Information and the subsequent Resolution dated January 12, 2017 denying their Motion for Reconsideration. The Petition was denied by the Supreme Court in a Resolution dated March 6, 2017.²⁶ Accused filed a Motion for Reconsideration on May 3, 2017²⁷ which was likewise denied by the Supreme Court in its Resolution dated June 19, 2017.²⁸

Upon their arraignment on February 23, 2017, accused Mayor Quino, Quino-Rejas, and Antonio pleaded not guilty to the charge.²⁹

The prosecution filed its Pre-Trial Brief on February 28, 2017.³⁰ Accused filed their Pre-Trial Brief on March 3, 2017.³¹ On April 10, 2017, the prosecution filed an Amended Pre-Trial Brief.³²

²⁰*Id* at 261 – 266.

²¹*Id* at 268 – 277.

²²*Id* at 283 – 287.

²³*Id* at 288 – 295.

²⁴*Id* at 297 – 300.

²⁵*Id* at 306 – 496.

²⁶Rollo Vol. II, pp. 46 – 47.

²⁷*Id* at pp. 57 – 95.

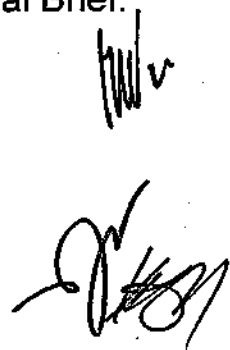
²⁸*Id* at pp. 105 - 106.

²⁹*Id.* at p. 497.

³⁰*Id* at 504 – 509.

³¹*Id* at 517 – 521.

³²Rollo Vol. II, pp. 30 - 36



DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 6 of 45

X-----X

At the preliminary conference held on March 3, 2017, April 7, 2017, June 4, 2017, and July 25, 2017, the parties stipulated on the following:³³

1. The identities of the accused in the present case;³⁴
2. Accused Rogelio N. Quino was the Municipal Mayor of Manolo Fortich during the relevant period;³⁵ and
3. Accused Cecilia Quino-Rejas was the Municipal Budget Officer during the relevant period.³⁶

During the preliminary conference and in the course of the trial, the parties stipulated on the existence and due execution of the following documents:

1. Plantilla of Casual Appointment RE: Appointment of Antonio Quino, Jr., as Mechanical Shop Foreman for the period January 1, 2009 to June 30, 2009;³⁷
2. Plantilla of Casual Appointment RE: Appointment of Antonio Quino, Jr., as Mechanical Shop Foreman for the period July 1, 2010 to September 30, 2010;³⁸
3. Plantilla of Casual Appointment RE: Appointment of Antonio Quino, Jr., as Mechanical Shop Foreman for the period January 1, 2010 to June 30, 2010;³⁹
4. Plantilla of Casual Appointment RE: Appointment of Antonio Quino, Jr., as Mechanical Shop Foreman for the period October 12, 2011 to January 11, 2012;⁴⁰
5. Plantilla of Casual Appointment RE: Appointment of Antonio Quino, Jr., as Mechanical Shop Foreman for the period April 1, 2011 to July 11, 2011;⁴¹
6. Plantilla of Casual Appointment RE: Appointment of Antonio Quino, Jr., as Mechanical Shop Foreman for the period January 1, 2011 to March 31, 2011;⁴²
7. Plantilla of Casual Appointment RE: Appointment of Antonio Quino, Jr., as Mechanical Shop Foreman for the period April 12, 2012 to July 11, 2012;⁴³

³³Rollo, Vol. II pp. 112 - 123 (Pre-Trial Order dated August 10, 2017)

³⁴*Ibid.*

³⁵*Ibid.*

³⁶*Ibid.*

³⁷Formal Offer of Evidence with Motion to Change Markings dated January 16, 2018 at p. 1 (Exhibit "A" for the prosecution).

³⁸*Id* at p. 2 (Exhibit "B" for the prosecution)

³⁹*Id.* at p. 3 (Exhibit "C" for the prosecution)

⁴⁰*Id* at pp. 3 to 4 (Exhibit "D" for the prosecution).

⁴¹*Id* at p. 4 (Exhibit "E" for the prosecution).

⁴²*Id* at p. 5 (Exhibit "F" for the prosecution).

⁴³*Id* at p. 6 (Exhibit "G" for the prosecution).

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 7 of 45

X-----X

8. Plantilla of Casual Appointment RE: Appointment of Antonio Quino, Jr., as Mechanical Shop Foreman for the period January 1, 2008 to June 30, 2008;⁴⁴
9. Plantilla of Casual Appointment RE: Appointment of Antonio Quino, Jr., as Mechanical Shop Foreman for the period July 1, 2008 to December 31, 2008;⁴⁵
10. Plantilla of Casual Appointment RE: Appointment of Antonio Quino, Jr., as Mechanical Shop Foreman for the period July 1, 2009 to December 31, 2009;⁴⁶
11. Plantilla of Casual Appointment RE: Appointment of Antonio Quino, Jr., as Mechanical Shop Foreman for the period July 12, 2011 to October 11, 2011;⁴⁷
12. Plantilla of Casual Appointment RE: Appointment of Antonio Quino, Jr., as Mechanical Shop Foreman for the period January 12, 2012 to April 11, 2012;⁴⁸
13. Plantilla of Casual Appointment RE: Appointment of Antonio Quino, Jr., as Mechanical Shop Foreman for the period July 12, 2012 to October 11, 2012;⁴⁹
14. Personal Data Sheet of Antonio Narvasa Quino, Jr.;⁵⁰
15. Ordinance No. 2000-151 of Manolo Fortich, Bukidnon;⁵¹
16. Ordinance No. 2001-157 of Manolo Fortich, Bukidnon;⁵²
17. Payroll of the Municipality of Manolo Fortich, Bukidnon from 2008 to 2012;⁵³
18. Audit Certificate issued by the Commission on Audit through Wilfredo G. Galacio – State Auditor III;⁵⁴
19. Matrix of salary adjustments of the three division heads of the economic enterprise of Manolo Fortich, Bukidnon, namely: Antonio Quino, Ruben Javien, and Alain Pausanos;⁵⁵
20. Job descriptions in the form of Inter-Office Memoranda issued to Antonio N. Quino enumerating his duties and responsibilities as head of the Motorpool and Heavy Equipment Division;⁵⁶

⁴⁴*Id* at pp. 6 - 7. (Exhibit "H" for the prosecution).

⁴⁵*Id* at p. 7 (Exhibit "I" for the prosecution).

⁴⁶*Id* at p. 8 (Exhibit "J" for the prosecution).

⁴⁷*Id* at pp. 8 – 9 (Exhibit "K" for the prosecution).

⁴⁸*Id* at p. 9 (Exhibit "L" for the prosecution).

⁴⁹*Id* at p. 10 (Exhibit "M" for the prosecution).

⁵⁰*Id* at p. 11 (Exhibit "N" for the prosecution).

⁵¹*Id* at p. 11 (Exhibit "O" for the prosecution).

⁵²*Id* at p. 11 (Exhibit "P" for the prosecution).

⁵³*Id* at p. 11 (Exhibits "V" to "V-537" for the prosecution)

⁵⁴Formal Offer of Documentary Evidence dated January 22, 2019 at p. 1 (Exhibit "2" for the defense)

⁵⁵*Id* at pp. 1 to 2 (Exhibit "3" for the defense)

⁵⁶*Id* at p. 2 (Exhibit "4" for the defense)

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 8 of 45

x-----x

21. Plaque of commendation issued by the Department of Interior and Local Government (DILG) to the Municipality of Manolo Fortich, Bukidnon;⁵⁷
22. Seal of Good Housekeeping issued by the Department of Interior and Local Government to the Municipality of Manolo Fortich, Bukidnon;⁵⁸
23. Certification issued by the Office of the Municipal Accountant through Nestor M. Tabaco, pertaining to the Gross Annual Receipts of the Heavy Equipment Division of the Economic Enterprise of the LGU of Manolo Fortich, Bukidnon;⁵⁹
24. Gross Collection report of the Economic Enterprise of the LGU of Manolo Fortich, Bukidnon issued by the Municipal Accountant Nestor M. Tabaco;⁶⁰
25. Bar chart gross collection report of the Economic Enterprise of the LGU of Manolo Fortich, Bukidnon;⁶¹
26. Graphical presentation of the actual income of the Economic Enterprise of the LGU of Manolo Fortich, Bukidnon issued by the Municipal Accountant Nestor M. Tabaco covering the period prior to and during the administration of Mayor Rogelio N. Quino;⁶²
27. Appropriation Ordinances of the LGU of Manolo Fortich, Bukidnon for the calendar years 2009, 2010, 2011 2012 for the economic enterprise;⁶³
28. Graphical presentation of the appropriation ordinances specific for Motorpool and Heavy Equipment under the Economic Enterprise of the LGU of Manolo Fortich, Bukidnon during the relevant period for 2009 to 2012;⁶⁴
29. Comparative data of the appointments of the three division heads under the Economic Enterprise of the LGU of Manolo Fortich, namely: Antonio Quino, Ruben Javien, and Alain Pausanos;⁶⁵
30. Plantilla of Casual Appointments of Antonio N. Quino for the period 2008 – 2012;⁶⁶
31. Plantilla of Casual Appointments of Alain S. Pausanos for the period 2008 – 2012;⁶⁷ and

⁵⁷*Id* at p. 2 (Exhibit "5" for the defense)

⁵⁸*Id* at p. 3 (Exhibit "6" for the defense)

⁵⁹*Id* at p. 3 (Exhibit "7" for the defense)

⁶⁰*Id* at p. 3 (Exhibit "8" for the defense)

⁶¹*Id* at p. 4 (Exhibit "9" for the defense)

⁶²*Id* at p. 4 (Exhibit "10" for the defense)

⁶³*Id* at p. 4 (Exhibit "12" to "12-AA" of the defense)

⁶⁴*Id* at p. 5 (Exhibit "13" of the defense)

⁶⁵*Id* at p. 5 (Exhibit "14" of the defense)

⁶⁶*Id* at p. 5 (Exhibit "15" to "15-K" of the defense)

⁶⁷*Id* at p. 7 (Exhibits "16" to "16-J" of the defense)

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 9 of 45

x-----x

32. Plantilla of Casual Appointments of Ruben I. Javien for the period 2008 – 2012.⁶⁸

The parties proposed several issues for resolution by the court, which, however, may be deemed subsumed under the following issues of (a) whether or not the accused are guilty beyond reasonable doubt for violation of Section 3(e) of R.A. No. 3019, and (b) whether or not they acted in conspiracy with one another in the commission of the offense charged.

Accused Mayor Quino informed this Court during his arraignment on February 23, 2017 that he was the incumbent Vice Governor of the Province of Bukidnon.⁶⁹ On March 2, 2017, the prosecution filed a Motion to Suspend Accused Pendente Lite⁷⁰ arguing that Section 13 of RA 3019 provides that any public officer against whom any criminal prosecution under a valid information for violation of that law is pending in court shall be suspended from office. The accused was given 15 days to file their comment to the Motion of the prosecution.⁷¹

On March 16, 2017, accused Mayor Quino filed a Compliance stating that as of February 22, 2017, Alex P. Calingasan has been sworn in as the new Vice Governor of the Province of Bukidnon thus rendering the Motion to Suspend the Accused Pendente Lite of the Prosecution moot.⁷² On April 18, 2017, the Court denied the prosecution's Motion to Suspend Accused Pendente Lite for being moot and academic.⁷³

On March 30, 2017, the prosecution filed a Motion to Amend Information to change the designation of Antonio in the information from Municipal Shop Foreman to Mechanical Shop Foreman.⁷⁴ On April 11, 2017, accused filed their Comment/Opposition.⁷⁵ The Court granted the Motion in its Resolution dated May 15, 2017.⁷⁶

Thereafter, trial on the merits ensued.

Evidence for the Prosecution

⁶⁸*Id* at p. 8 (Exhibits "17" to "17-G" of the defense)

⁶⁹*Rollo*, Vol. I. at pp.510 – 513

⁷⁰*Ibid*.

⁷¹*Rollo* Vol. II, pg. 7

⁷²*Id* at pp. 10 – 13.

⁷³*Id* at 43 – 44.

⁷⁴*Id* at pp. 16 – 22.

⁷⁵*Id* at pp. 37 – 42.

⁷⁶*Id* at pp. 52 – 55.

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 10 of 45

X-----X

The prosecution presented the following witnesses: (a) Leonida L. Paca; (b) Catherine Gatchalian; (c) Loida R. Alamban; (d) Lydia O. Lastimososa; (e) Annie B. Francisco; and (f) Ofelia Sibayan Salvador.

a) *Leonida L. Paca*

The parties agreed to stipulate on the following facts:⁷⁷

- i. Ms. Paca is the cashier of the LGU of Manolo Fortich, Bukidnon from 2005 to present;⁷⁸
- ii. One of her functions is the disbursement of salaries of employees of the said LGU;⁷⁹
- iii. She personally handed to Antonio Narvasa Quino, Jr., or his representatives, the salaries for the period 2008 to 2012;⁸⁰
- iv. Accused Rogelio Narvasa Quino or his duly authorized representative certified and approved the payroll of the said LGU for the years 2008 to 2012;⁸¹
- v. Accused Antonio Quino, Jr. or his duly authorized representative received the salaries in the amounts stated in the payroll for the years 2008 to 2012;
- vi. The witness can identify Exhs. "V" to "V-537," the signatures of accused Antonio Quino, Jr. or his representative, the signatures of accused Rogelio Quino or his representative, and her own signature as found in the said exhibits.⁸² The payroll mentioned in stipulations 4 and 5 pertain to Exhs. "V" to "V-537,"⁸³ and
- vii. Accused Antonio Quino, Jr. is a casual employee of Manolo Fortich, Bukidnon for the years 2008-2012.⁸⁴

The prosecution conducted additional direct examination and established that the name of Antonio Quino, Jr. appears in the payroll from January 1 - 15, 2008, January 16 - 31, 2008, and February 1 - 15, 2008, as a casual employee. The defense stipulated that the nature of the employment of Antonio is that of a casual employee.⁸⁵

According to Ms. Paca, the payrolls consist of both regular and casual employees.⁸⁶ Ms. Paca also testified that Allain Pausanos

⁷⁷*Id* at pp. 134 - 135; Transcript of Stenographic Notes dated September 25, 2017, pp. 1 - 13.

⁷⁸*Ibid*

⁷⁹*Ibid*

⁸⁰*Ibid*

⁸¹*Ibid*

⁸²*Ibid*

⁸³*Ibid*

⁸⁴*Ibid*

⁸⁵TSN dated September 25, 2017, pp. 1 - 13.

⁸⁶*Id* at p. 26.

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 11 of 45

X-----X

(Pausanos), Edgar Aparece (Aparece), and Ruben Javien (Javien) are casual employees stated in the payroll.⁸⁷

b) Catherine Gatchalian

Ms. Gatchalian testified that she is currently the Supervising Administrative Officer, Human Resource Management Officer IV (HRMO IV) of the LGU of Manolo Fortich.⁸⁸ She stated that she was merely designated as the Supervising Officer of the Office of the Human Resource on November 2013 and was only appointed on permanent status as HRMO IV on March 25, 2014.⁸⁹ She testified that her duties and responsibilities as HRMO IV are, as follows:

- i. She is in charge of the recruitment and selection of employees;
- ii. She plans the programs for learning and development, including performance evaluation and the rewards and incentive programs of the LGU; and
- iii. She issues certifications upon request of concerned persons.⁹⁰

Ms. Gatchalian identified the Personal Data Sheet of Antonio,⁹¹ and the Plantilla of Casual Appointments for the years 2008 to 2012 of Manolo Fortich, Province of Bukidnon.⁹² Lastly, she testified that Mayor Quino, Quino-Rejas, and Antonio are siblings.⁹³

On cross-examination, Ms. Gatchalian testified that she was a para-legal in 2011 and was not yet the HRMO IV officer during the period of January 2009 to 2012 or the period relevant to the subject case. Ms. Gatchalian testified that she assumed the position of HRMO IV around the last quarter of 2013.

Ms. Gatchalian testified that the Mayor, as the appointing authority, provides for the function and duties to be performed by a particular LGU employee.⁹⁴ She also testified that it was the HRMO Office who provided the title Mechanical Shop Foreman for Antonio Quino and who designated the salary to the position.⁹⁵ Ms.

⁸⁷*Id* at p. 27.

⁸⁸TSN dated September 26, 2017, p. 5.

⁸⁹*Id* at p. 7.

⁹⁰*Id* at pp. 7 – 8.

⁹¹*Id* at p. 8. See also Order dated February 5, 2018, Rollo Vol. III, p. 22 -23 (Exhibits "N" to "N-2" for the prosecution).

⁹²*Id* at p. 9. See also Order dated February 5, 2018, Rollo Vol. III, p. 22 -23 (Exhibits "A" to "M" for the prosecution).

⁹³*Id* at p. 11.

⁹⁴*Id* at p. 14.

⁹⁵*Id* at pp. 14 – 15.

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 12 of 45

x-----x

Gatchalian testified that in the LGU of Manolo, Fortich, Mechanical Shop Foremen may be assigned to managerial positions and can receive a salary of a person with a managerial position.⁹⁶

Ms. Gatchalian outlined the process of the preparation of the Plantilla of Casual Appointment as follows:⁹⁷

- i. The Human Resource Office (HRO) will receive an order from the Mayor for the issuance of appointment;
- ii. HRO will then prepare the Plantilla of Casual Appointment which will indicate the name of the appointee, the proposed position, the corresponding Salary Grade and salary, the period of appointment, indicate whether it is an initial appointment, movement, or re-appointment, indicate the department and source of salary;
- iii. HR will then sign the document and forward the document to the Office of the Budget Officer for the determination of whether there is an appropriation;
- iv. The document will then be forwarded to the Office of the Municipal Accountant for the determination of the obligation;
- v. The document will then be forwarded to the Office of the Municipal Treasurer;
- vi. The document will then be forwarded to the Office of the Mayor for his signature.

Ms. Gatchalian testified that based on the payroll at the time relevant to the case, Annie B. Francisco was the HRMO IV, Cecilia Quino-Rejas was the Municipal Budget Officer, Nestor M. Tabaco was the Municipal Accountant, Nancy Lompon was the Municipal Treasurer, and Mayor Quino was the appointing authority.⁹⁸

Ms. Gatchalian also testified that the sequence of signing the Plantilla of Casual Appointment is, as follows: (a) HRMO IV, (b) Budget Officer, (c) Municipal Accountant, (d) Municipal Treasurer, and (e) Mayor.⁹⁹

On redirect examination, Ms. Gatchalian testified that she was not yet connected with the HR of Manolo Fortich, Bukidnon at the time relevant to the subject transaction and consequently she does not have any knowledge on whether or not the procedures then

⁹⁶Id at pp. 18 – 19.

⁹⁷Id at pp. 20 – 21.

⁹⁸Id at pp. 21 – 22.

⁹⁹Id at p. 22.

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 13 of 45

x-----x

existing at that time were being followed by the persons who signed the documents.¹⁰⁰

According to Ms. Gatchalian, when a Mechanical Shop Foreman performs managerial positions, the LGU of Manolo, Fortich allows the Mechanical Shop Foreman to receive the corresponding salaries thereof.¹⁰¹ Ms. Gatchalian stated that in case there is an increase in duties and responsibilities in cases of casual appointments, they issue re-appointments which is tantamount to a promotion but of a casual employee.¹⁰² She testified that there should be a change in the position upon the re-appointment and the corresponding increase in salary.¹⁰³ She also stated that it is the duty of the HR to inform the Mayor, especially when there is an increase in duties and responsibilities, what the appropriate position titles and the corresponding Salary Grades are.¹⁰⁴

c) Loida R. Alamban

On October 2, 2017, the prosecution presented Loida R. Alamban, a Commission on Audit employee assigned to Bukidnon, Region 10.¹⁰⁵

The parties agreed to enter into the following stipulations and dispense with her testimony:¹⁰⁶

- i. Ms. Loida R. Alamban is an employee of Commission on Audit as the incumbent acting Audit Team Leader of Manolo Fortich, Bukidnon;
- ii. She became the resident Auditor of Manolo, Fortich in the year 2015;
- iii. Part of her functions is that she is in charge of the custody and safekeeping of all the records of the Commission on Audit, including payrolls, of the Municipality of Fortich, Bukidnon;
- iv. She issued certified true copies of the payrolls for the period 2008 to 2012 which are marked as Exhibits "V" to "V-357" for the prosecution;
- v. She has in her custody the originals of the said payrolls; and

¹⁰⁰*Id* at pp. 28 – 29.

¹⁰¹*Id* at p. 33.

¹⁰²*Id* at p. 34.

¹⁰³*Id* at p. 34.

¹⁰⁴*Ibid.*

¹⁰⁵TSN dated October 2, 2017, p. 4.

¹⁰⁶*Id* at p. 7 – 8. See also Order dated October 2, 2017, Rollo Vol. II, pp. 149 - 150.

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 14 of 45

x-----x

- vi. She is not aware of any COA report or disallowance determining or finding that the salary granted to Antonio Quino, Jr. as Mechanical Shop Foreman is irregular or illegal.

d) Lydia O. Lastimosa

On October 4, 2017, the prosecution presented Lydia O. Lastimosa, the Sangguniang Bayan Secretary of Manolo Fortich, Bukidnon.¹⁰⁷

The parties stipulated that she is the Sangguniang Bayan Secretary of Manolo Fortich, Bukidnon and that she issued certified true copies of Ordinance No. 2000-151¹⁰⁸ and Ordinance No. 2001-157.¹⁰⁹

On direct examination, Ms. Lastimosa testified that she was appointed as Secretary to the Sangguniang Bayan of Manolo Fortich on September 12, 1990 and she is still holding the position to date.¹¹⁰ She further testified that in her 27 year stint in the Office of the Sangguniang Bayan, she is not aware of any amendment or repeal of Ordinance Nos. 2001-151 and 2001-157.¹¹¹

On cross examination, Atty. Diaz attempted to have the witness identify some of their documentary evidence. However, the prosecution objected to the presentation of these as it goes beyond the testimony of the witness which was sustained by the Court.¹¹²

e) Annie B. Francisco

Annie B. Francisco is a retired HRMO of Manolo Fortich, Bukidnon from February 16, 2004 to July 31, 2012.¹¹³

On direct examination, Ms. Francisco testified that she prepared the Plantilla of Casual Employments for the period of January 2008 until October 2012.¹¹⁴ She identified her signatures and the signatures of accused Quino-Rejas and Mayor Quino in the Plantillas of Casual Appointment.¹¹⁵

¹⁰⁷TSN dated October 4, 2017, p. 3.

¹⁰⁸Exhibit O

¹⁰⁹Exhibit P

¹¹⁰*d* at pp.8 – 9.

¹¹¹*d* at p. 9.

¹¹²*d* at pp. 18 – 20. Exhibits A to M.

¹¹³TSN dated November 6, 2017 at pp. 9 – 11.

¹¹⁴*d* at p. 12.

¹¹⁵*d* at pp. 14 – 15.

Handwritten signatures of witnesses and accused. There are two distinct signatures, one above the other, both appearing to be in dark ink. The top signature is more stylized and compact, while the bottom one is larger and more legible, possibly reading 'Annie B. Francisco'.

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 15 of 45

x-----x

Ms. Francisco testified that it is the Municipal Mayor who sends a letter or endorsement stating therein the name of the casual employees with their corresponding Salary Grade. As a mere HRMO, the witness will just prepare the appointment pursuant to the instructions she receives.¹¹⁶ She further stated that it is the Municipal Mayor, Mayor Quino, and the Budget Officer, Quino-Rejas, who determines the position of the casual appointees.¹¹⁷

Ms. Francisco identified Local Budget Circular 61¹¹⁸ where it is stated that the Salary Grade allocated to a Municipal Shop Foreman is SG11.¹¹⁹ Ms. Francisco also testified that while she knew that a Mechanical Shop Foreman is only assigned a Salary Grade of SG11, she was instructed by the Municipal Mayor to upgrade the Salary Grade of the Mechanical Shop Foreman. She stated that she even called the attention of the Municipal Administrator, Engineer Mike Quino - brother of the Municipal Mayor - and explained that it could not be done as it is against the law but the latter just said "*tignan nalang natin.*"¹²⁰ Lastly, she stated that she knew a Municipal Shop Foreman's job is to fix machines and trucks.¹²¹

On cross-examination, Ms. Francisco testified that Antonio Quino is also supervising as a foreman.¹²² The parties stipulated that the Salary Grade of Antonio for the period January 1, 2008 to July 30, 2008 is SG11, from July 1, 2008 to December 31, 2008 the same was upgraded to SG13, from January 1, 2009 to April 11, 2012 the same was further increased to SG15, from April 12, 2012 to October 11, 2012 it was adjusted to SG18.

Ms. Francisco identified that Pausanos' position as Slaughter in Charge was not changed despite the adjustments made on his salary grade from SG8 to SG11 to SG15 and then to SG18.¹²³ She also confirmed that Javien and Pausanos also received a Salary Grade adjustment based on the Plantilla of Casual Appointments which she prepared.¹²⁴

On re-direct examination, Ms. Francisco further testified that the Municipal Mayor sent a letter endorsed to the Human Resource

¹¹⁶*Id* at p. 25.

¹¹⁷*Id* at p. 26.

¹¹⁸The Court took judicial notice of this document as shown by TSN dated November 6, 2017 at pp. 28 – 29.

¹¹⁹TSN dated November 6, 2017 at pp. 26 – 27.

¹²⁰*Id* at pp. 30 – 31.

¹²¹*Id* at p. 32.

¹²²*Id* at p. 38.

¹²³*Id* at p. 64.

¹²⁴*Id* at pp. 73 - 74.

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 16 of 45

x-----x

detailing the appointment of Javien and Pausanos.¹²⁵ Further, Ms. Francisco stated that without the endorsement of the Mayor, the appointment and the increase in the Salary Grades of these employees would not have materialized.¹²⁶

f) Ofelia Sibayan Salvador

Witness Ofelia Sibayan Salvador was the Director II of the Civil Service Commission, Field Office of Bukidnon, from the period 2009 to 2012.¹²⁷

On direct examination, Ms. Salvador testified that one of her duties and responsibilities is to approve appointments for regulated agencies and validate appointments.¹²⁸ She elaborated that she merely validates for accredited and deregulated agencies while she approves appointments for regulated agencies. Accredited agencies are given authority by the Civil Service Commission through a resolution that the appointing authority is authorized to approve appointments of employees and it is only validated by the Field Office.¹²⁹ Ms. Salvador also testified that Manolo Fortich is an accredited agency of the Civil Service Commission since 2005 pursuant to Resolution 51033.¹³⁰

Ms. Salvador testified that she validated casual employments for the period January 2009 to August 2012 of the Municipality of Manolo Fortich, Bukidnon.¹³¹ However, she stated that she invalidated the Plantilla of Casual Appointment for the period July 12, 2012 to October 11, 2012¹³² due to nepotism.¹³³ She further testified that she merely relied on the signatures appearing on the Plantilla of Casual Appointments when she validated the appointments.¹³⁴

Ms. Salvador stated that the Civil Service Commission is not concerned as to the Salary Grades of appointees in the plantilla for as long as it is certified by the Budget Officer, who is actually in charge when it comes to Salary Grades.¹³⁵ The Municipal Accountant

¹²⁵*Id* at pp. 79 – 80.

¹²⁶*Id* at p. 80.

¹²⁷TSN dated November 8, 2017 at p. 7.

¹²⁸*Id* at p. 8.

¹²⁹*Ibid.*

¹³⁰*Ibid.*

¹³¹*Ibid.*

¹³²Exhibit M

¹³³TSN dated November 8, 2017 at pp. 18 - 19.

¹³⁴*Id* at p. 20.

¹³⁵*Ibid.*

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 17 of 45

X-----X

and Municipal Treasurer certifies as to the availability of funds for payment.¹³⁶

The Local Chief Executive was granted delegated authority by the Civil Service Commission to approve appointments as evidenced by the stamp *Pinagtibay Alinsunod sa Resolusyon ng Komisyon ng Serbisyo Sibil Bilang 051023, Petsa ay August 1, 2005.*¹³⁷

On cross examination, Ms. Salvador testified that the Civil Service Commission exercises discretion based on laws and regulations in its approval of Plantilla of Casual Appointments and in its validation of casual appointments.¹³⁸

The Court elicited from Ms. Salvador that with regards Exhibit M or the Plantilla of Casual Appointments for the period July 12, 2012 to October 11, 2012, the document was initially stamped validated on August 8, 2012 but it was eventually invalidated when the letter dated August 29, 2012 was sent out as shown by the asterisk.¹³⁹

During the re-direct examination, Ms. Salvador testified that it was most likely the HR of the Local Government Unit that placed the word approved and a check in the Plantilla of Casual Appointment, CSC action portion.¹⁴⁰

Upon further questioning by the Court, Ms. Salvador stated that the CSC validates the appointment by ensuring that the action taken by the appointing authority is in order.¹⁴¹ The CSC looks into the signatures of the appointing authority and then as to funds of casual appointments. Among other things, the CSC also checks if there are other factors and/or documents showing that the appointment is not in order.¹⁴²

The prosecution submitted its Formal Offer of Evidence with Motion to Change Markings¹⁴³ on January 18, 2018. The accused filed their Comment/Objection to the Formal Offer on February 2, 2018.¹⁴⁴ On February 5, 2018, the Court admitted the following exhibits offered by the prosecution as its evidence: Exhibits "A", "A-1", "A-2", "A-3", "A-4", "A-5", "A-6", "B", "B-1", "B-2", "B-3", "B-4", "B-5", "B-

¹³⁶*ibid.*

¹³⁷*Id* at pp. 21 - 22.

¹³⁸*Id* at p.23

¹³⁹*Id* at pp. 37 - 38.

¹⁴⁰*Id* at p. 39.

¹⁴¹*Id* at pp. 45 - 46.

¹⁴²*Id* at p. 46.

¹⁴³*Rollo* Vol. II at pp. 198-541.

¹⁴⁴*Rollo* Vol. III at pp. 4 - 21.

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 18 of 45

X-----X

6", "C", "C-1", "C-2", "C-3", "C-4", "C-5", "C-6", "D", "D-1", "D-2", "D-3", "D-4", "D-5", "D-6", "E", "E-1", "E-2", "E-3", "E-4", "E-5", "E-6", "F", "F-1", "F-2", "F-3", "F-4", "F-5", "F-6", "G", "G-1", "G-2", "G-3", "G-4", "G-5", "G-6", "H", "H-1", "H-2", "H-3", "H-4", "I", "I-1", "I-2", "I-3", "I-4", "J", "J-1", "J-2", "J-3", "J-4", "J-5", "J-6", "K", "K-1", "K-2", "K-3", "K-4", "K-5", "K-6", "L", "L-1", "L-2", "L-3", "L-4", "L-5", "L-6", "M", "M-1", "M-2", "M-3", "M-4", "M-5", "M-6", "N", "N-1", "N-2", "O", "O-1", "P", "P-1", "V" to "V-537", and as part of the testimonies of the witnesses who testified thereon, over the objection of the accused, for the purposes for which they were offered.¹⁴⁵

Accused filed their Motion for Leave to File Demurrer to Evidence with the attached demurrer to evidence on March 5, 2018.¹⁴⁶ On March 9, 2018, the prosecution filed its Opposition¹⁴⁷ to Accused's Motion for Leave to File Attached Demurrer to Evidence. Accused thereafter filed their Reply.¹⁴⁸ In its Resolution dated April 2, 2018¹⁴⁹, this Court denied the Motion for Leave to File Demurrer to Evidence of accused. Accused filed a Motion for Reconsideration dated April 6, 2018¹⁵⁰ of the Resolution dated April 2, 2018. The prosecution filed their Opposition on April 16, 2018.¹⁵¹ The Motion for Reconsideration was denied by this Court in its Resolution dated April 24, 2018.¹⁵²

Evidence for Accused

Accused Mayor Quino, Quino-Rejas, and Antonio presented witnesses Ruben I. Javien, Allain S. Pausanos, Edgar G. Aparice, Nestor M. Tabaco, Miguel N. Quino, and Catherine Gatchalian as witnesses for the defense.

(a) Ruben I. Javien

On direct examination, Javien testified that he was the Market Supervisor of the LGU of Manolo Fortich on a casual status from October 1, 2007 to May 10, 2011. He was then appointed on a permanent status as Market Supervisor III from May 11, 2011 until May 1, 2015.¹⁵³

¹⁴⁵Rollo, Vol. III, pp. 22-23. See Order dated February 5, 2018.

¹⁴⁶*Id.* at pp. 28-67.

¹⁴⁷*Id.* at pp. 110 - 114

¹⁴⁸*Id.* at pp. 116 - 132.

¹⁴⁹*Id.* at pp. 147-167.

¹⁵⁰*Id.* at pp. 163-165.

¹⁵¹*Id.* at pp. 168 - 171.

¹⁵²*Id.* at pp. 172 - 175.

¹⁵³Judicial Affidavit of Ruben I. Javien dated May 8, 2017 at p. 1.

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 19 of 45

x-----x

Javien stated that he knows Antonio as the latter is the Division Head of the Motorpool and Heavy Equipment Division in the Economic Enterprise of the Local Government Unit of Manolo Fortich, Bukidnon.¹⁵⁴ He further stated that he, along with all three (3) division heads in the Economic Enterprise, were granted salary adjustments.¹⁵⁵

During trial¹⁵⁶, witness Javien identified his judicial affidavit dated May 8, 2017 and his signature thereon. Accused's counsel propounded additional questions to witness Javien and the latter identified Exhibits 14 and 17 to 17-G.¹⁵⁷

On cross-examination, Javien testified that he does not know what his Salary Grade was at the time when he was an employee of Manolo Fortich.¹⁵⁸ However, the prosecution was able to establish that Javien was receiving two salaries for the period of June 1 to December 30, 2008 as evidenced by Exhibit 14 of the defense.¹⁵⁹ Javien further testified that it was Mayor Quino who gave him his salary increase.¹⁶⁰

On re-direct examination, Javien said that it was the Human Resource Management Office which provides for the Salary Grades.¹⁶¹ Javien also clarified that he did not actually receive two salaries for the period of June 1 to December 30, 2008 as it was merely a clerical error.¹⁶²

According to Javien, he was promoted based on his performance¹⁶³ as shown by the Gross Collections of Economic Enterprise¹⁶⁴ wherein the gross collection of Manolo Fortich increased from PHP1,235,266.00 in 2006 to PHP4,136,531.00 in 2011.¹⁶⁵

On re-cross examination, the prosecution was able to establish that Javien does not know how the entries were made in the Plantilla

¹⁵⁴*Id* at p. 2.

¹⁵⁵*Id* at pp. 3 – 4.

¹⁵⁶TSN dated May 7, 2018

¹⁵⁷*Id* at p. 19 - 24

¹⁵⁸*Id* at pp. 34 – 35.

¹⁵⁹*Id* at pp. 36 – 37.

¹⁶⁰*Id* at p. 43

¹⁶¹TSN dated May 8, 2018 at p. 6.

¹⁶²*Id* at p. 7

¹⁶³*Id* at p. 10

¹⁶⁴Exhibit 8

¹⁶⁵TSN dated May 8, 2018 at pp. 11 – 13.

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 20 of 45

x-----x

of Casual Appointments.¹⁶⁶ He also has no personal knowledge as to the contents of the Gross Collections of Economic Enterprise.¹⁶⁷

(b) Allain S. Pausanos

During his direct examination,¹⁶⁸ Pausanos testified that he is the Slaughterhouse-in-Charge of the Slaughterhouse Division of the Economic Enterprise of Manolo Fortich, Bukidnon since 2008.¹⁶⁹

According to Pausanos, there are three main divisions in the Economic Enterprise of the LGU of Manolo, Fortich, namely; Motorpool Division, Market Division, and Slaughterhouse Division. He said that each division is headed by a supervisor/manager.¹⁷⁰ Pausanos further testified that he supervises thirty three (33) personnel more or less.¹⁷¹

Pausanos reiterated the statement of Javien that he was granted salary adjustments, being one of the three (3) division heads of the Economic Enterprise of the LGU of Manolo Fortich.¹⁷²

During trial¹⁷³, Pausanos identified his judicial affidavit dated May 8, 2017 and his signature thereon. Accused's counsel propounded additional questions to Pausanos and the latter identified Exhibits 3 and 16 to 16-G.¹⁷⁴

On cross examination, Pausanos testified that Mayor Quino appointed him as Slaughterhouse In-Charge, the latter being the appointing authority.¹⁷⁵

(c) Edgar G. Aparice

During his direct examination,¹⁷⁶ Aparice testified that he was assigned at the Motorpool and Heavy Equipment Division in the year 2002.¹⁷⁷ He stated that he was a helper and mechanic under Arcadia Alombro.¹⁷⁸ According to Aparice, Antonio replaced Alombro as

¹⁶⁶*Id* at pp. 17 – 18.

¹⁶⁷*Id* at pp. 28 – 32.

¹⁶⁸Judicial Affidavit of Allain S. Pausanos dated May 8, 2017

¹⁶⁹*Id* at p. 2

¹⁷⁰*Ibid*

¹⁷¹*Id* at p. 3

¹⁷²*Id* at p. 3.

¹⁷³TSN dated June 29, 2018

¹⁷⁴*Id* at p. 10 - 17

¹⁷⁵TSN dated July 16, 2018 at pp. 6 – 7.

¹⁷⁶Judicial Affidavit of Edgar G. Aparice dated August 4, 2018

¹⁷⁷*Id* at p. 2

¹⁷⁸*Ibid*

Handwritten signature or initials in the right margin, possibly reading 'M. Quino' or similar, written in dark ink.

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 21 of 45

x-----x

Head/Supervisor of the Motorpool and Heavy Equipment Division of the Economic Enterprise of the Local Government Unit of Manolo Fortich, Bukidnon starting the year 2007.¹⁷⁹

Aparice said that the personnel of Motorpool and Heavy Equipment received direct orders and assignments from Antonio. Antonio would ensure that Aparice and all other personnel in the division carried out their respective duties and assignments as employees in the government.¹⁸⁰ Aparice thereafter identified Exhibits 15-B to 15-K.¹⁸¹

According to Aparice, based on his 16 years of employment and experience as employee of the Motorpool and Heavy Equipment of the LGU of Manolo Fortich, there were vast improvements introduced by Antonio and the personnel in the Motorpool and Heavy Equipment under Antonio's watch were more disciplined and motivated as the latter always monitored the personnel's output.¹⁸²

During trial,¹⁸³ Aparice identified his judicial affidavit and his signature thereon.¹⁸⁴

On cross examination, Aparice testified that Mayor Quino approved his appointment as Mechanic I and without the said approval, he would not have been promoted.¹⁸⁵ According to Aparice, Alumbro was replaced by Antonio due to a change in the Mayor of Manolo Fortich.¹⁸⁶

(d) Nestor M. Tabaco

Nestor Tabaco is the Municipal Accountant of Manolo Fortich, Bukidnon.¹⁸⁷ As part of his duties, he was able to certify as to the availability of budgetary allotment and sign several Plantillas of Casual Appointments of Antonio N. Quino for the periods 2008 – 2012.¹⁸⁸ According to Tabaco, there was no instance where Mayor Quino signed and approved ahead of the various heads in the different departments.

¹⁷⁹*Id* at p. 3

¹⁸⁰*Id* at p. 7.

¹⁸¹*Id* at pp. 5 – 6.

¹⁸²*Id* at pp. 12 – 13.

¹⁸³TSN dated September 12, 2018

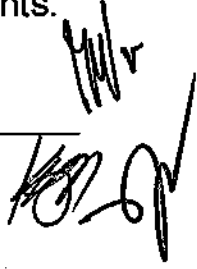
¹⁸⁴*Id* at pp. 14 – 15.

¹⁸⁵*Id* at p. 19

¹⁸⁶*Id* at p. 25

¹⁸⁷TSN dated September 13, 2018

¹⁸⁸Judicial Affidavit dated September 4, 2018 at p. 4



DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 22 of 45

X-----X

Tabaco also identified Exhibits 15 to 15-K,¹⁸⁹ 7,¹⁹⁰ 8,¹⁹¹ 9,¹⁹² 10,¹⁹³ 16 to 16-J,¹⁹⁴ 17 to 17-G.¹⁹⁵

On cross examination, the prosecution established that without the certification as to appropriation by Quino-Rejas, Tabaco would not have certified the Plantilla of Casual Appointment as to obligation.¹⁹⁶

(e) Miguel N. Quino

Miguel Quino testified that he is the Municipal Administrator of Manolo Fortich, Bukidnon since July 1, 2007.¹⁹⁷ According to Miguel, the list of names of casual employees in the LGU of Manolo Fortich is submitted in writing by the appointing authority but there are no specific position titles and Salary Grades indicated in the list.¹⁹⁸

Miguel testified that he recommended to Mayor Quino that the salaries of the three (3) division heads in the Economic Enterprise, namely Javien, Pausanos, and Antonio, be increased commensurate to their duties and responsibilities.¹⁹⁹ According to Miguel, Mayor Quino gave him authority to exercise sound discretion on his proposal and he decided to increase the salaries for the three (3) division heads.²⁰⁰

On cross examination, Miguel testified that it was the error of the Human Resource why Antonio's position remained the same despite the increase in his Salary Grade.²⁰¹

Miguel identified Exhibits 16 to 16-J,²⁰² 17 to 17-F,²⁰³ 15 to 15-K,²⁰⁴ 12-E, 12-K, 12-Q, 12-W,²⁰⁵ 2 to 2-C,²⁰⁶ 5, and 6.²⁰⁷

¹⁸⁹*Id* at p. 6

¹⁹⁰*Id* at p. 8

¹⁹¹*Ibid*

¹⁹²*Ibid*

¹⁹³Judicial Affidavit dated September 4, 2018 at p. 9

¹⁹⁴*Id* at p. 10

¹⁹⁵*Ibid*

¹⁹⁶TSN dated September 13, 2018 at p. 12

¹⁹⁷Judicial Affidavit of Miguel Quino dated December 31, 2018 at p. 3

¹⁹⁸*Id* at p. 4.

¹⁹⁹*Id* at p. 6

²⁰⁰*Id* at pp. 6 – 7.

²⁰¹TSN dated January 17, 2019 at p. 18.

²⁰²*Id* at p. 10

²⁰³*Ibid*

²⁰⁴*Ibid*

²⁰⁵Judicial Affidavit of Miguel Quino dated December 31, 2018 at P. 12

²⁰⁶*Id* at p. 14

²⁰⁷*Id* at p. 15.



DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 23 of 45

X-----X

(f) Catherine Gatchalian

The defense intended to present Ms. Gatchalian as their next witness, however, the parties agreed to dispense with her testimony after they stipulated on the following:

- i. That she issued certified true copies of Exhibits 16 and 17 and series; and
- ii. That she was not the one who prepared Exhibits 16 and 17 and series.

Memoranda of the Parties

*Memorandum for the Prosecution*²⁰⁸

In its Memorandum dated June 26, 2019²⁰⁹, the prosecution argues that accused Mayor Quino, Quino-Rejas, and Antonio violated Section 3(e) of RA No. 3019, as follows:

- i. Accused Mayor Quino, Quino-Rejas, and Antonio are public officers;
- ii. Accused Mayor Quino was the Municipal Mayor while Quino-Rejas was the Budget Officer of Manolo Fortich, Bukidnon during the relevant period;
- iii. Accused acted with manifest partiality, evident bad faith, or gross inexcusable negligence by violating Sections 81, 325, and 447 of RA 7160 or the Local Government Code; and
- iv. Accused Mayor Quino and Quino-Rejas caused undue injury to the government or gave unwarranted benefit, advantage, or preference to accused Antonio in the form of salary increases amounting to a total of PHP234,113.83 from the period of 2008 – 2012.

The prosecution cites the following sections of the Local Government Code which accused allegedly violated:

Section 81. Compensation of Local Officials and Employees. - The compensation of local officials and personnel shall be determined by the sanggunian concerned: Provided, That the increase in compensation of elective local officials shall take effect only after the terms of office of those approving such increase shall have expired: Provided, further, That the increase in compensation of the appointive officials and employees shall take effect as provided in

²⁰⁸Rollo Vol. IV, pp. 20-53.

²⁰⁹ibid.

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 24 of 45

x-----x

the ordinance authorizing such increase: Provided, however, That said increases shall not exceed the limitations on budgetary allocations for personal services provided under Title Five, Book II of this Code: Provided, finally, That such compensation may be based upon the pertinent provisions of Republic Act Numbered Sixty-seven fifty-eight (R.A. No 6758), otherwise known as the "Compensation and Position Classification Act of 1989".

* * *

Section 325. General Limitations. - The use of the provincial, city, and municipal funds shall be subject to the following limitations:

* * *

(b) No official or employee shall be entitled to a salary rate higher than the maximum fixed for his position or other positions of equivalent rank by applicable laws or rules and regulations issued thereunder xxx

* * *

Section 447. Powers, Duties, Functions and Compensation. -

(a) The sangguniang bayan, as the legislative body of the municipality, shall enact ordinances, approve resolutions and appropriate funds for the general welfare of the municipality and its inhabitants pursuant to Section 16 of this Code and in the proper exercise of the corporate powers of the municipality as provided for under Section 22 of this Code, and shall:

(1) Approve ordinances and pass resolutions necessary for an efficient and effective municipal government, and in this connection shall:

* * *

(viii) Determine the positions and salaries, wages, allowances and other emoluments and benefits of officials and employees paid wholly or mainly from municipal funds and provide for expenditures necessary for the proper conduct of programs, projects, services, and activities of the municipal government xxx

The prosecution argues that it is clear from the Local Government Code that only the sanggunian has the power to determine the compensation of their local officials and employees and that no classification or employee shall be entitled to a salary rate higher than the maximum fixed for his position or other positions of equivalent rank by applicable laws, rules, and regulations.²¹⁰

²¹⁰Page 19 of Memorandum dated June 26, 2019; *Rollo* Vol. IV at p. 38.

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 25 of 45

x-----x

According to the prosecution, the Sangguniang Bayan of Manolo Fortich, Bukidnon enacted Ordinance Nos. 2000-151²¹¹ and 2001-157²¹² which created the position Mechanical Shop Foreman and allocated a Salary Grade of 11 therefor.²¹³ The aforesaid ordinances were never repealed, amended, or revoked.²¹⁴ The Salary Grade fixed for the position of Mechanical Shop Foreman by the aforesaid ordinances cannot be upgraded by the Mayor and the Budget Officer without a specific ordinance authorizing the same.

The Local Government Code further provides that "such compensation must be based upon the pertinent provisions of RA No. 6758, otherwise known as the Compensation and Position Classification Act of 1989. Moreover, Section 6 of RA 6758 states that "all positions in the government shall be allocated to their position titles and Salary Grades in accordance with the Index of Occupational Services, Position Titles, and Salary Grades of the Compensation and Classification System which shall be prepared by the DBM." In support of this, the prosecution cites Department of Budget and Management Local Budget Circular (DBM-LBC No. 61) No. 61 which provides that "all positions in the local government units shall be allocated to their proper position titles and Salary Grades in accordance with said index (Section 3.0)." Among the positions created by DBM-LBC No. 61 is that of a Mechanical Shop Foreman which was allocated a Salary Grade of 11.²¹⁵

The prosecution argues that accused Mayor Quino and Quino-Rejas cannot just upgrade the Salary Grade of accused Antonio on the pretext that he is performing supervisory/managerial functions without complying with the aforesaid laws.²¹⁶

Additionally, Section 4(a) and (b) of DBM Local Budget Circular No. 53 states that while the local Sanggunian may reclassify positions, it must be approved by the DBM subject to several requirements that includes, among others, a justification for the creation of the new class title, a duly accomplished position description form for each position, and a position allocation list by department/division/unit. However, nothing on record would show that the LGU of Manolo Fortich had complied with these requirements when they upgraded the Salary Grade of Antonio.²¹⁷ Prosecution

²¹¹Exhibit "O" for the prosecution.

²¹²Exhibit "P" for the prosecution.

²¹³Page 19 of Memorandum dated June 26, 2019; Rollo Vol. IV at p. 38.

²¹⁴*ibid.*

²¹⁵*ibid.*

²¹⁶Page 20 of Memorandum dated June 26, 2019; Rollo Vol. IV at p. 39.

²¹⁷*ibid.*

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 26 of 45

X-----X

witness Annie Francisco, the HRMO during the relevant period accused Antonio's salary was increased, testified that Mayor Quino increased the Salary Grade of accused Antonio merely through an endorsement letter to the Human Resource Management Office of Manolo Fortich.²¹⁸

The prosecution further states that even if it was the HRMO of Manolo Fortich who provided/upgraded the Salary Grades of Antonio, the upgrading was still approved by accused Mayor Quino and Quino-Rejas.²¹⁹

According to the prosecution, the LGU of Manolo Fortich is not a private entity where it can reward its employee a salary increase for a job well done.²²⁰ The terms and conditions of employment and the salaries of government employees are fixed by law.²²¹

Accused presented Appropriation Ordinances allocating the annual budget of the Economic Enterprise Division of Manolo Fortich which includes the motorpool division. While the said ordinances increased the allocation for the payment of salaries and wages of the casual employees in the motorpool division, the same is not sufficient to justify the upgrading of the Salary Grade of accused Antonio. The Ordinances merely state that there is an existing budget for "salaries and wages – casual." The Appropriation Ordinances merely show that there was an increase in the budgetary allocation for the payment of wages and salaries, they do not specifically mention that the Salary Grades will be upgraded accordingly.²²²

The prosecution argues that accused Mayor Quino and Quino-Rejas gave undue injury to the government, or gave unwarranted benefit, advantage, or preference to accused Antonio. If accused Antonio's Salary Grade remained at 11, he would have received salaries in the total amount of PHP459,393.21 for the period 2008 to 2012. However, because of the salary increases given to him, accused Antonio received a total amount of PHP693,507.04 or an increase in the amount of PHP234,113.83.²²³ PHP234,113.83 represents the amount of the unwarranted benefit, advantage, or preference given to accused Antonio which is also the undue injury caused to the government.²²⁴



²¹⁸*ibid.*

²¹⁹Page 23 of Memorandum dated June 26, 2019; *Rollo Vol. IV* at p. 42.

²²⁰*ibid.*

²²¹Page 24 of Memorandum dated June 26, 2019; *Rollo Vol. IV* at p. 43.

²²²*ibid.*

²²³Page 32 of Memorandum dated June 26, 2019; *Rollo Vol. IV* at p. 51.

²²⁴*ibid.*

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 27 of 45

x-----x

*Joint Memorandum for Accused Mayor Quino, Quino-Rejas, and Antonio*²²⁵

In Accused Mayor Quino, Quino-Rejas, and Antonio's Joint Memorandum dated July 31, 2019,²²⁶ they argue that they did not act with manifest partiality, evident bad faith, or gross inexcusable negligence in the performance of their functions.²²⁷

Accused argues that the "adjustment" made in the salary of Antonio was made in accordance with RA 6758 or the Compensation and Position Classification Act of 1989 which provides that there must be equal pay for substantially equal work and responsibility, as follows:²²⁸

Section 2. Statement of Policy. - It is hereby declared the policy of the State to provide equal pay for substantially equal work and to base differences in pay upon substantive differences in duties and responsibilities, and qualification requirements of the positions. In determining rates of pay, due regard shall be given to, among others, prevailing rates in the private sector for comparable work. For this purpose, the Department of Budget and Managements (DBM) is hereby directed to establish and administer a unified Compensation and Position Classification System, hereinafter referred to as the System, as provided for in Presidential Decree No. 985, as amended, that shall be applied for all government entities, as mandated by the Constitution.

The accused alleges that Antonio was already performing functions requiring supervisory skills and experience as shown by the Inter-Office Memoranda issued by Mayor Quino defining his job description.²²⁹ The nature of Antonio's actual work performed does not conform to his job title as Mechanical Shop Foreman which only has a salary rate equivalent to SG11.²³⁰

Accused further argues that the job description of Antonio belongs to the sub-professional category as defined in RA 6758²³¹ which is allowed the Salary Grade of 4 to 18.

²²⁵Rollo Vol. IV at pp. 61 - 97

²²⁶*ibid.*

²²⁷Memorandum dated July 31, 2019 at p. 13; Rollo Vol. IV at p. 74.

²²⁸*ibid.*

²²⁹Exhibits "4" to "4-L" for the prosecution.

²³⁰Memorandum dated July 31, 2019 at p. 15 - 16; Rollo Vol. IV at p. 77.

²³¹(c) *Sub-Professional Supervisory Category.* - This category includes positions performing supervisory functions over a group of employees engaged in responsible work along technical, manual or clerical lines of work which are short of professional work, requiring training and moderate experience or lower training but considerable experience and knowledge of a limited subject matter or skills in arts, crafts or trades. These positions require knowledge acquired from secondary or vocational education or completion of up to two (2) years of college education.

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 28 of 45

X-----X

According to the accused, the Certification by Quino-Rejas in the Plantilla of Casual Appointments as Municipal Budget Officer on the availability of appropriation reflecting the salary adjustments of all the heads of the Economic Enterprise Division was made pursuant to the yearly Municipal Appropriation Ordinances²³² for the Economic Enterprise passed by the Sangguniang Bayan of Manolo Fortich.²³³

The Municipal Appropriation Ordinances specifically allocated additional or increased funds or budget for the casual employees in the heavy equipment of the economic enterprise. Thus, Quino-Rejas could not be said to have acted with manifest partiality, evident bad faith, or gross inexcusable negligence to favor Antonio over any other party as all division heads received salary "adjustments."

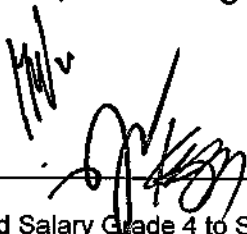
ISSUE

As earlier stated, the issue for resolution by the Court is whether or not the accused are liable for violation of Section 3(e) of R.A. No. 3019, as amended and whether or not they acted in conspiracy with one another in the commission of the offense charged.

OUR RULING

The accused are charged with violation of Section 3(e) of R.A. No. 3019. To be convicted under the said provision, the following elements must be established:

- (1) That the accused are public officers or private persons charged in conspiracy with them;
- (2) That said public officers committed the prohibited acts during the performance of their official duties or in relation to their public positions;
- (3) That they caused undue injury to any party, whether the Government or a private party or gave unwarranted benefits, advantage or preference to such parties; and



The positions in this category are assigned Salary Grade 4 to Salary Grade 18.

²³²Exhibits "12" to "12-AA"

²³³Memorandum dated July 31, 2019 at p. 23; Rollo Vol. IV at p. 84.

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 29 of 45

x-----x

- (4) That the public officers acted with manifest partiality, evident bad faith or gross inexcusable negligence.²³⁴

Thus, we evaluate the case on the basis of the foregoing.

(1) Accused Mayor Quino, Quino-Rejas, and Antonio were public officers discharging their administrative/official functions

The Court finds it unnecessary to discuss at length the first element with regards accused Mayor Quino and Quino-Rejas as it is not disputed that during the material time and date alleged in the Information, accused Mayor Quino was the Mayor of Manolo Fortich, Bukidnon while Quino-Rejas was the Municipal Budget Officer of the same municipality and were thus public officers discharging administrative/official functions.

The defense refused to stipulate on accused Antonio's position during pre-trial. However, the documentary and testimonial evidence would show that accused Antonio was employed as Mechanical Shop Foreman on a casual basis from January 1, 2008 – October 11, 2012.²³⁵ RA 3019 or the Anti Graft and Corrupt Practices Act defines public officers as "elective and appointive officials and employees, permanent or temporary, whether in the classified or unclassified or exempt service receiving compensation, even nominal, from the government."²³⁶ The said definition is clearly broad enough to include thereunder accused Antonio and to consider him a public officer which thus satisfies the first element.

(2) Accused Mayor Quino committed a prohibited act during the performance of his official duties or in relation to his public position

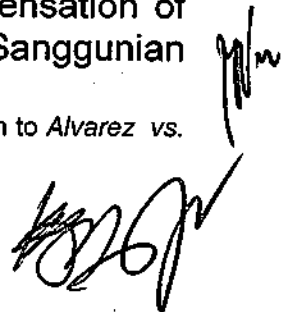
Accused Mayor Quino violated the Local Government Code, Ordinance Nos. 2000-151 and 2001-157, and Department of Budget and Management Local Budget Circular 61

The Local Government Code is explicit that the compensation of local officials and personnel shall be determined by the Sanggunian

²³⁴*Dela Chica vs. Sandiganbayan*, G.R. No. 144823, 08 December 2003 in relation to *Alvarez vs. People*, G.R. No. 192591, 29 June 2011.

²³⁵Exhibits "A" to "M" for the prosecution.

²³⁶RA 3019, Section 2(b)



DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 30 of 45

X-----X

concerned.²³⁷ In this case, the Sangguniang Bayan of Manolo Fortich enacted Ordinance No. 2000-151²³⁸ and Ordinance No. 2001-157²³⁹ setting the compensation of a Mechanical Shop Foreman as SG11.²⁴⁰ The fact that a Mechanical Shop Foreman's Salary Grade is SG11 is admitted by the defense in their Memorandum by stating that the nature of Antonio's actual work performed does not conform to his job title as Mechanical Shop Foreman which only has a salary grade equivalent to SG11.²⁴¹ However, Mayor Quino unilaterally increased the compensation of accused Antonio, Pausanos, and Javien contrary to the Local Government Code.

Mayor Quino's act of increasing the Salary Grade of Antonio without authority from the Sangguniang Bayan necessarily violates Ordinance Nos. 2000-151²⁴² and 2001-157²⁴³ which set the Salary Grade of a Mechanical Shop Foreman as SG11. The said ordinances were never repealed, amended, or revoked.²⁴⁴ Mayor Quino also violated Department of Budget and Management Local Budget Circular No. (DBM-LBC 61) as it also states that a Mechanical Shop Foreman's Salary Grade is SG11.

Section 6 of RA 6758 states that "all positions in the government shall be allocated to their position titles and Salary Grades in accordance with the Index of Occupational Services, Position Titles, and Salary Grades of the Compensation and Classification System which shall be prepared by the DBM." In support of this, the prosecution cites DBM-LBC No. 61 which provides that "all positions in the local government units shall be

²³⁷Section 81 of RA 7160, which states:

Section 81. Compensation of Local Officials and Employees. - The compensation of local officials and personnel shall be determined by the sanggunian concerned: Provided, That the increase in compensation of elective local officials shall take effect only after the terms of office of those approving such increase shall have expired: Provided, further, That the increase in compensation of the appointive officials and employees shall take effect as provided in the ordinance authorizing such increase: Provided, however, That said increases shall not exceed the limitations on budgetary allocations for personal services provided under Title Five, Book II of this Code: Provided, finally, That such compensation may be based upon the pertinent provisions of Republic Act Numbered Sixty-seven fifty-eight (R.A. No 6758), otherwise known as the "Compensation and Position Classification Act of 1989".

²³⁸Exhibit "O" for the prosecution.

²³⁹Exhibit "P" for the prosecution.

²⁴⁰Exhibit "O-1" and "P-1."

²⁴¹Memorandum dated July 31, 2019 at p. 15 - 16; Rollo Vol. IV at p. 77.

²⁴²Exhibit "O" for the prosecution.

²⁴³Exhibit "P" for the prosecution.

²⁴⁴*ibid.*

Handwritten signatures and initials in black ink, located on the right side of the page, overlapping the text of the section 81 footnote.

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 31 of 45

x-----x

allocated to their proper position titles and Salary Grades in accordance with said index (Section 3.0).” Among the positions created by DBM-LBC No. 61 is that of a Mechanical Shop Foreman which was allocated a Salary Grade of SG11.²⁴⁵

The testimony of Annie B. Francisco, the HRMO officer during the relevant period, shows that it was Mayor Quino who gave the names of casual employees with their corresponding Salary Grade, as follows:²⁴⁶

Prosec. Mateo: Okay and Madame Witness during your stint as the Human Resource Management Officer, can you tell us the process of appointment of a casual employee Madame Witness?

A: In the processing of the casual employment, it is the Budget Officer who will find for a budget appropriation then after that –

* * *

After that I will prepare the appointment. I will give to the Budget Officer for her signature for the appropriation, then forward it to the Municipal Accountant for the obligation. Forward it to the Municipal Treasurer for funds. After that, after preparing this, I will give it to the Municipal Administrator, then it is the Municipal Administrator who will forward this to the Office of the Municipal Mayor. So I will just wait when can the appointment be back.

Q: And who will give the name of these casual appointees?

A: It is a letter or endorsement from the Municipal Mayor stating therein the name of the casual employees with their corresponding salary grade, under salary proliferation. So as mere HRMO, I will just prepare the appointment because it is their instruction.

* * *

Q: Then Madame Witness who will determine the position of those casual appointees?

A: It is the Municipal Mayor and the Budget Officer.

Q: And who is the Municipal Mayor Madame Witness?

²⁴⁵*ibid.*

²⁴⁶TSN dated November 6, 2017 at pp. 23 to 32

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 32 of 45

X-----X

A: Mayor Rogelio N. Quino.

Q: Who is the Budget Officer?

A: Cecilia Quino-Rejas.

Q: So Madame Witness after receiving the letter endorsement of the Mayor, what will you do with that letter endorsement?

A: I will prepare the appointment. I will ask the people to submit their PDS then I will prepare the appointment.

Q: And if you know Ma'am what is the salary grade allocated to a Municipal Shop Foreman?

A: Salary Grade 11.

Q: And what is your basis Ma'am?

A: LBC 61.

Q: And what is this LBC 61 Madame Witness?

A: LBC 61, Local Budget Circular 61.

* * *

Q: Okay Madame Witness you just mentioned that the salary grade allocated to a Municipal Shop Foreman is salary grade 11, and you likewise testified a while ago that it is the Municipal Mayor who provides the salary grades of these casual employees through an endorsement letter. My question now Madame Witness is that, why is that you still process the appointment of Antonio Quino with an increase salary grade allocated to a Municipal Shop Foreman is salary grade 11?

Atty Diaz: Your Honor that question would be speculative.

Prosec. Mateo: I am asking her why?

Chairperson: Overruled. Witness may answer.

A: I know Mechanical Shop Foreman is only grade 11, but it is the instruction of the Municipal Mayor to upgrade the grade of the Mechanical Shop Foreman. I even call the attention of the Municipal Administrator, I said to him, "Sir, this cannot

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 33 of 45

X-----X

be, because it is against the law," but he answered me, "I'll just look for it."

Chairperson: What is the answer? I'll just?

A: I'll just look for it, your Honors. Sa tagalong "*tingnan lang natin.*"

* * *

Q: Then Madame Witness who is this Municipal Administrator you are referring to?

A: The Municipal Administrator is Engr. Mike Quino, the brother of the Municipal Mayor and the appointee is also the brother.

From the testimony of Ms. Francisco, it is clear that Mayor Quino was the one who instructed her to increase the Salary Grade of Antonio despite existing laws and ordinances to the contrary.²⁴⁷

The testimony of Ms. Francisco is further supported by the testimony of defense witness Ruben I. Javien, as follows:²⁴⁸

Q: And, Mr. Witness, do you know the basis of the increase of your salary grade during your employment as casual employee of the Market Division?

A: I supposed I was given an increase due to my performance and my responsibilities in running the market operation, Sir.

Q: And who gave you that increase in salary, sir?

A: The municipal mayor gave me this increase.

Q: And who is that municipal mayor, Mr. Witness?

A: That is Mayor Rogelio Quino, sir.

Prosecution witness Ofelia Sibayan Salvador further testified that in the case of Manolo Fortich, it is the appointing authority and not the Civil Service Commission who approves the appointments because Manolo Fortich is an accredited agency.²⁴⁹

The defense argues that the "adjustment" made by Mayor Quino was in line with RA 6758 which mandates equal pay for substantially equal work and responsibility. This court must hasten to emphasize however that compliance with RA 6758 should still be

²⁴⁷Exhibits "O" and "P"

²⁴⁸TSN dated May 7, 2018 at p. 43

²⁴⁹TSN dated November 8, 2017 at pp. 20 – 22.

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 34 of 45

x-----x

made in line with the Local Government Code which mandates that it is the Sangguniang Bayan, through ordinances issued by them, who shall determine the compensation of local officials and personnel. More importantly, no one should lose sight that the state policy that mandates equal pay for substantially equal work and responsibility cannot be used as an excuse to violate existing local ordinances and circulars by the Department of Budget and Management.

Mayor Quino cannot feign ignorance of the Local Government Code as he is the Local Chief Executive of Manolo Fortich, Bukidnon. Further, Ordinance Nos. 2000-151²⁵⁰ and 2001-157,²⁵¹ and DBM-LBC No. 61 all state that a Mechanical Shop Foreman's salary is SG11.

The defense argues that Antonio's job description belongs to that of the Sub-Professional Supervisory Category as defined in RA 6758, to wit:

(c) *Sub-Professional Supervisory Category.* - This category includes positions performing supervisory functions over a group of employees engaged in responsible work along technical, manual or clerical lines of work which are short of professional work, requiring training and moderate experience or lower training but considerable experience and knowledge of a limited subject matter or skills in arts, crafts or trades. These positions require knowledge acquired from secondary or vocational education or completion of up to two (2) years of college education.

The positions in this category are assigned Salary Grade 4 to Salary Grade 18.

Thus, they insist that Antonio's present Salary Grade of SG18 is well within the range set by law. We disagree.

Accused argues as well that Antonio was performing supervisory skills beyond his job title and thus the salary adjustments leading to SG18 were made to conform to his actual work. We are not persuaded. As earlier stated, the salary of accused Antonio is dictated by DBM-LBC 61 and Ordinance Nos. 2000-151 and 2001-157. Even assuming arguendo that these circular and ordinances did not exist, the mode of increasing Antonio's Salary Grade would have been improper nonetheless as it is the Sangguniang Bayan who had the power to increase the Salary Grade of Antonio.

Section 6 of DBM-LBC No. 61 states:

²⁵⁰Id at p. 11 (Exhibit "O" for the prosecution).

²⁵¹Id at p. 11 (Exhibit "P" for the prosecution).



DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 35 of 45

X-----X

06 CRAFTS, TRADES AND RELATED SERVICE

This Service includes occupations concerned with bench working, buildings, grounds, and highways construction and maintenance; general utility; laboratory services; machine operation and repair; metal working; and paper working.

Machine Operation and Repair

Mechanical Plant Operator I	4
Mechanical Plant Operator II	6
Mechanical Plant Operator III	9
Automotive Equipment Inspector I	8
Automotive Equipment Inspector II	11
Mechanic I	4
Mechanic II	6
Mechanic III	9
Mechanical Shop Foreman	11
Mechanical Shop General Foreman	13
Marine Engineman I	4
Marine Engineman II	6
Medical Equipment Technician I	6
Medical Equipment Technician II	8
Medical Equipment Technician III	11

Further, DBM-LBC No. 61 specifically includes a Mechanical Shop Foreman in crafts, trades, and related services. Nowhere in the description of the said category is the word supervisory or managerial found.

Quino-Rejas did not commit a prohibited act during the performance of her official duties or in relation to her public position

Anent accused Quino-Rejas, the prosecution failed to show that she was in conspiracy with Mayor Quino and/or Antonio with regard to the upgrading of Antonio's Salary Grade. Quino-Rejas signed the Plantillas of Casual Appointments as part of her job as the Municipal Budget Officer of Manolo Fortich during the relevant period.

The defense was able to show that lump sum appropriations existed through the Annual Appropriation Budgets for Economic Enterprise from 2008 – 2012.²⁵² The said ordinances allocated additional or increased funds or budget for the casual employees in the heavy equipment of the economic enterprise. The Annual Appropriation Budgets for Economic Enterprise was sufficient basis

²⁵² Exhibits "12" to "12-AA" for the defense.

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 36 of 45

X-----X

for Quino-Rejas to sign and certify as to the existence of appropriation.

The Court need no longer belabor discussing the other elements with respect accused Quino-Rejas as the Court finds that she did not commit a prohibited act during the performance of her official duties or in relation to her public position. Quino-Rejas is therefore absolved of any criminal liability for failure of the prosecution to prove conspiracy and wrong-doing.

Antonio did not commit a prohibited act during the performance of his official duties or in relation to his public position

The prosecution also failed to show that Antonio was in conspiracy with Mayor Quino with respect to the upgrading of his Salary Grade. Mayor Quino increased the Salary Grades of the three (3) division heads of the Economic Enterprise, namely: Pausanos, Javien, and Antonio. However, the prosecution failed to prove that Antonio or the other division heads had prior knowledge of the increase in their Salary Grade which destroys the prosecution's theory of conspiracy.

On the contrary, the defense was able to show through witness Javien that he did not know about the salary increases prior to the publication of the Plantilla of Casual Appointment, as follows:²⁵³

Q: You only had knowledge of your appointment after it was posted.

A: Yes, only after.

* * *

Q: So, meaning, Mr. Witness, you do not have any idea on the, when you say you were only informed of your appointment after these documents were published in your municipality. You do not have any idea prior to the publication that your salary will be increased.

A: Yes.

Without evidence to the contrary, the Court leans toward the defense's theory that the three (3) division heads had no prior knowledge of their salary increases and that Antonio was not in conspiracy with Mayor Quino to increase his Salary Grade.

²⁵³ TSN dated May 7, 2018 at p. 40.

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 37 of 45

X-----X

Anent Antonio's receipt of the increase in salary despite the provisions of the Local Government Code and Ordinance Nos. 2000-151²⁵⁴ and 2001-157,²⁵⁵ the Court rules that Antonio cannot be expected to have known about the laws and rules of a Municipality being a mechanical shop foreman and a layman. Other than the fact that Mayor Quino and Antonio are siblings, no further proof was shown by the prosecution to prove conspiracy.

Similar to Quino-Rejas, the Court will no longer discuss the other elements with regards Antonio as the Court finds that he did not commit a prohibited act during the performance of his official duties or in relation to his public position or conspire to the doing of the same. Antonio is therefore absolved of any criminal liability for failure of the prosecution to prove conspiracy and wrong-doing.

(3) Accused Mayor Quino caused undue injury to the Government in the amount of PHP234,113.83 by giving unwarranted benefits to accused Antonio

There are two (2) modes of committing the offense of violation of Section 3(e) of R.A. No. 3019, to wit: (1) the public officer caused any undue injury to any party, including the government; or (2) the public officer gave any private party unwarranted benefits, advantage or preference in the discharge of his functions.²⁵⁶ An accused may be charged under either mode or under both should both modes concur.²⁵⁷

There was undue injury to the Government

The Supreme Court, in *Llorente, Jr. vs. Sandiganbayan*,²⁵⁸ defined "undue" as "more than necessary, not proper, or illegal; and "injury" as "any wrong or damage done to another, either in his person, rights, reputation or property, that is, the invasion of any legally protected interest of another. The Supreme Court added that in jurisprudence, "undue injury" is consistently interpreted as "actual damage" and actual damage, in the context of these definitions, is akin to that in civil law.²⁵⁹

²⁵⁴Exhibit "O" for the prosecution.

²⁵⁵Exhibit "P" for the prosecution.

²⁵⁶*Constantino vs. Sandiganbayan*, G.R. No. 140656, 13 September 2007.

²⁵⁷*Ibid.*

²⁵⁸G.R. No. 122166, 11 March 1998.

²⁵⁹*Ibid.*

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 38 of 45

X-----X

In the case at hand, the prosecution claims that the government suffered undue injury when it paid accused Antonio salaries beyond what he is entitled to under the law.

We agree.

The Supreme Court in *Llorente*,²⁶⁰ clarified that undue injury in Sec. 3(e) cannot be presumed. The Court thus ruled:

"Unlike in actions for torts, undue injury in Sec. 3(e) cannot be presumed even after a wrong or a violation of a right has been established.²⁶¹ Its existence must be proven as one of the elements of the crime.²⁶² In fact, the causing of undue injury, or the giving of any unwarranted benefits, advantage or preference through manifest partiality, evident bad faith or gross inexcusable negligence constitutes the very act punished under this section. Thus, it is required that the undue injury be specified, quantified and proven to the point of moral certainty."²⁶³
(Emphasis supplied)

It was also affirmed in *Soriano vs. Marcelo*²⁶⁴ that, in determining undue injury, courts cannot rely on mere assertions, speculations, conjectures or guesswork, but must depend on competent proof and on the best evidence obtainable regarding specific facts that could afford some basis for measuring compensatory or actual damage.²⁶⁵

In the subject case, the specific damage caused to the government can be quantified and was in fact computed by the prosecution in its Memorandum, as follows:²⁶⁶

	SG	Salary	Amount Antonio received in Payroll	Amount Antonio should have received if his SG remained at 11
January 1, 2008 – June 30, 2008	11	474.09	PHP124,661.22	PHP111,885.24
July 1, 2008 – December 30, 2008	13	591.86		
January 1, 2009 – December 30, 2009	15	731.50	PHP182,143.50	PHP118,048.41
January 1, 2010 –	15	731.50	PHP130,207.00	PHP84,388.02

²⁶⁰*Ibid.*

²⁶¹*Ibid.*

²⁶²*Ibid.*

²⁶³*Ibid.*

²⁶⁴G.R. No. 163178, 30 January 2009.

²⁶⁵*Ibid.*

²⁶⁶ Memorandum dated June 26, 2019 at pp. 29 – 34; Rollo Vol. IV at pp. 48 – 51.

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 39 of 45

x-----x

December 24, 2010				
January 12, 2011 – December 26, 2011	15	838.22	PHP256,495.32	PHP145,071.54
December 26, 2011 – March 26, 2012	15	838.22	PHP236,075.74	PHP104,773.89
March 26, 2012 – September 26, 2012	18	1,157.90		
TOTAL:			PHP693,507.04	PHP459,393.21
Variance:			PHP234,113.83	

The prosecution was able to specify, quantify and prove to the point of moral certainty the undue injury suffered by the government in the amount of Two Hundred Thirty Four Thousand One Hundred Thirteen Pesos and Eighty Three Centavos (PHP234,113.83).

Accused Mayor Quino gave unwarranted benefits, advantage or preference to accused Antonio

The Supreme Court in *Alvarez vs. People*²⁶⁷ clarified the use of the disjunctive term "or" (between "undue injury to any party, including the government" and "by giving any private party unwarranted benefits, advantage or preference") connotes that either act qualifies as a violation of Sec. 3, par. (e), or as two (2) different modes of committing the offense. This does not, however, indicate that each mode constitutes a distinct offense, but rather, that an accused may be charged under either mode or under both.²⁶⁸ Thus, damage or injury need not be proven for as long as the act of giving any private party unwarranted benefits, advantage or preference either through manifest partiality, evident bad faith or gross inexcusable negligence was satisfactorily established.²⁶⁹

In this case, the prosecution was able to prove that Mayor Quino caused undue injury to the government by giving Antonio unwarranted benefits in the amount of PHP234,113.83.

The terms "unwarranted benefits, advantage or preference to any party" was also appositely discussed by the Supreme Court in *Alvarez*,²⁷⁰ to wit:

"The word unwarranted means lacking adequate or official support; unjustified; unauthorized or without justification or adequate reason. Advantage means a more favorable or improved position or condition; benefit, profit or gain of any kind; benefit from some

²⁶⁷G.R. No. 192591, 29 June 2011.

²⁶⁸*ibid.*

²⁶⁹*ibid.*

²⁷⁰*ibid.*

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 40 of 45

x-----x

course of action. Preference signifies priority or higher evaluation or desirability; choice or estimation above another."

Under the facts established, it is apparent that the unwarranted benefit in this case lies in the unjustified increase in the Salary Grade of accused Antonio as instructed by Mayor Quino despite the lack of authority by the Sangguniang Bayan, in violation of the Local Government Code and Ordinance Nos. 2000-151²⁷¹ and 2001-157.²⁷²

Considering that Section 81 of R.A. No. 7160 requires that all compensation of local officials and personnel shall be determined by the Sanggunian concerned, and that the prosecution established that the increase in the Salary Grade of Antonio was done only through a letter from Mayor Quino and without any action from the Sangguniang Bayan, in contravention of the LGC.

Mayor Quino's defense that the increase in the Salary Grades of Javien and Pausanos shows lack of unwarranted advantage or preference for Antonio is unavailing. Quite the contrary, this is even evidence that he gave unwarranted benefits not only to Antonio but also to Javien and Pausanos, further proving his liability.

(4) Accused Mayor Quino acted with gross inexcusable negligence

Now that it is established that accused Mayor Quino committed a prohibited act in increasing the Salary Grade of accused Antonio, and in the process gave unwarranted benefits to the latter, the issue now boils down to whether accused Mayor Quino acted with manifest partiality, evident bad faith or gross inexcusable negligence.

In order to determine whether accused acted with manifest partiality, evident bad faith or gross inexcusable negligence in the discharge of his function, we preliminarily define what these terms mean. The Supreme Court in *Uriarte v. People*²⁷³ defined these terms in this manner:

"Section 3(e) of R.A. 3019 may be committed either by dolo, as when the accused acted with evident bad faith or manifest partiality, or by culpa as when the accused committed gross inexcusable negligence. There is "**manifest partiality**" when there is a clear, notorious or plain inclination or predilection to favor one side or person rather than another. "**Evident bad faith**" connotes not only bad judgment but also palpably and patently fraudulent and dishonest purpose to do moral obliquity or conscious wrongdoing

²⁷¹Exhibit "O" for the prosecution.

²⁷²Exhibit "P" for the prosecution.

²⁷³G.R. No. 169251, 20 December 2006.

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 41 of 45

X-----X

for some perverse motive or ill will. It contemplates a state of mind affirmatively operating with furtive design or with some motive or self-interest or ill will or for ulterior purposes. "**Gross inexcusable negligence**" refers to negligence characterized by the want of even the slightest care, acting or omitting to act in a situation where there is a duty to act, not inadvertently but willfully and intentionally, with conscious indifference to consequences insofar as other persons may be affected." (Emphasis supplied)

The Supreme Court in *Sistoza vs. Desierto*²⁷⁴ stressed that for culpability to attach under Section 3(e) of R.A. No. 3019, it is not enough to show mere bad faith, partiality or negligence because the law requires the bad faith or partiality to be evident or manifest, respectively, and the negligent deed to be gross and inexcusable, and that the acts indicating any of these modalities of committing the violation must be determined with certainty. Thus held the Court:

Simply alleging each or all of these methods is not enough to establish probable cause, for it is well settled that allegation does not amount to proof. Nor can we deduce any or all of the modes from mere speculation or hypothesis since good faith on the part of the petitioner as with any other person is presumed. The facts themselves must demonstrate evident bad faith which connotes not only bad judgment but also palpably and patently fraudulent and dishonest purpose to do moral obliquity or conscious wrongdoing for some perverse motive or ill will."

From the testimonial and documentary evidence presented by the prosecution, the Court finds insufficient proof that Mayor Quino, in increasing the Salary Grade of Antonio, acted with manifest partiality and evident bad faith. The prosecution did not present proof that accused Mayor Quino was actuated with malice or fraud sufficient to meet the requirement of proof beyond reasonable doubt.

The prosecution argues that Mayor Quino acted with manifest partiality in giving accused Antonio, his brother, an increase in Salary Grade from SG11 to SG18. However, the defense was able to abolish the said theory by presenting witnesses Pausanos and Javien, who were given similar increases in Salary Grade at the same time as accused Antonio.

Accused Antonio, Javien, and Pausanos were all division heads of the Economic Enterprise of Manolo Fortich, Bukidnon and were given similar increases at the same time. There can thus be no manifest partiality on the part of Mayor Quino when there is no

²⁷⁴G.R. No. 144784, 03 September 2002.

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 42 of 45

x-----x

showing of clear, notorious or plain inclination or predilection to favor accused Antonio.

Assuming that accused Mayor Quino committed a mistake in not ensuring that he could increase the Salary Grade of accused Antonio, Javien, and Pausanos in compliance with the RA 7160, it is settled that mistakes committed by a public officer are not actionable absent any clear showing that they were motivated by malice or bad faith. In this case, there is no showing that accused Mayor Quino was motivated by malice or bad faith in failing to comply with the provisions of R.A. No. 7160.

As a government official, accused Mayor Quino is presumed to have acted in good faith in the discharge of his official duties and functions. Here, the presumption of good faith was not overturned by the prosecution. On the contrary, the following circumstances negate or belie the presence of manifest partiality and evident bad faith:

1. Accused Mayor Quino increased the Salary Grades of all the division heads of the Economic Division of Manolo Fortich, Bukidnon and not only Antonio's; and
2. Accused Mayor Quino was merely advised by the Municipal Administrator, Miguel Quino, to increase the salaries of the three division heads of the Economic Division of Manolo Fortich, Bukidnon and not only Antonio's.

The testimony of Miguel Quino,²⁷⁵ then City Administrator, further bolsters the absence of bad faith or malice in the increase of Salary Grade of accused Antonio, as follows:

Q: As Municipal Administrator, what specific and significant advise or recommendation, if any, that you were able to give to the then Mayor Rogelio N. Quino, pertaining to the operation of the Economic Enterprise?

A: I recommended to the Mayor that the salaries of the Heads of the three (3) divisions in the Economic Enterprise namely, Ruben Javien for the Market, Allain Pausanos for the Slaughterhouse and Antonio Quino for the Motorpool and Heavy Equipment be given upward adjustments commensurate to their duties and responsibilities.

Q: What was the response of the Mayor (Rogelio) on your recommendation to extend upward salary adjustments to the

²⁷⁵ Judicial Affidavit dated December 31, 2018 at pp. 6 - 7.



DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 43 of 45

x-----x

three (3) Heads of the Economic Enterprise above-mentioned?

A: The Mayor gave me the authority to exercise sound discretion on my proposal to pursue or not, bearing in mind the supervisory nature of their work and the principle of "Equal pay for substantially equal work and responsibility" under Republic Act No. 6758 or the Compensation and Classification Act of 1989.

Q: What did you do, if any, after the Mayor gave you the full discretion to pursue or not to pursue your recommendation of extending upward adjustments to the three (3) Division Heads of the Economic Enterprise?

A: Considering the 'supervisory nature' of their work and the duties and responsibilities they perform, I pursued to extend the upward adjustments of the salaries for the three (3) Division Heads of the Economic Enterprise.

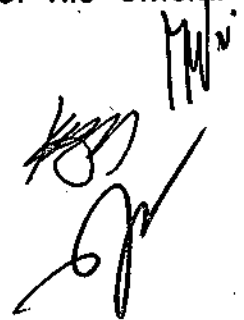
Having established that accused Mayor Quino did not act with manifest partiality and evident bad faith, one last issue remains – whether or not he is liable for gross inexcusable negligence.

The Supreme Court in *Desierto*²⁷⁶ defines gross inexcusable negligence, as follows:

"Gross inexcusable negligence does not signify mere omission of duties nor plainly the exercise of less than the standard degree of prudence. Rather, it refers to negligence characterized by the want of even the slightest care, acting or omitting to act in a situation where there is a duty to act, not inadvertently but willfully and intentionally, with conscious indifference to consequences insofar as other persons may be affected. It entails the omission of care that even inattentive and thoughtless men never fail to take on their own property, and in cases involving public officials it takes place only when breach of duty is flagrant and devious."

In the present case, accused Mayor Quino's negligence is characterized by the want of even the slightest care, acting or omitting to act in a situation where there is a duty to act, not inadvertently but willfully and intentionally, with conscious indifference to consequences insofar as other persons may be affected. As the Local Chief Executive of a municipality, Mayor Quino is expected to know the letter of the Local Government Code as this dictates the laws which he needs to abide in the performance of his official

²⁷⁶G.R. No. 144784, 03 September 2002.



DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 44 of 45

X-----X

functions and duties. Further, Mayor Quino is expected to know the ordinances of his municipality as this is part and parcel of his job as the Local Chief Executive.

Mayor Quino's act is inexcusable as he violated wholesale the Local Government Code, the local ordinances of his Municipality, and the Local Budget Circular of the Department of Budget and Management. His act of increasing Antonio's Salary Grade, including those of Javien and Pausanos, is characterized by the want of even the slightest care as it showed his indifference to existing laws, ordinances, and rules and regulations.

From the Court's standpoint, the negligence displayed by accused Mayor Quino and the breach of duty committed were of such nature and degree so as to be considered brazen, flagrant, and palpable. The negligence committed by Mayor Quino is both gross and inexcusable.

The defense of accused Mayor Quino that the increase in the Salary Grade of Antonio is in line with the policy of the State to provide equal pay for substantially equal work is flawed at best. Mayor Quino could have increased Antonio's salary while still complying with the Local Government Code.

No conspiracy proven

Needless to state, other than their blood relation, no evidence was presented by the prosecution to prove conspiracy between the three accused. Hence, the Court finds no more reason to discuss at length the allegation of conspiracy, which clearly does not exist in this case.

WHEREFORE, in light of all the foregoing, judgement is hereby rendered as follows:

- (1) The Court finds Rogelio Narvasa Quino **GUILTY** beyond reasonable doubt of violation of Section 3(e) of R.A. No. 3019, and is hereby sentenced to suffer the following penalties: (a) imprisonment for six (6) years and one (1) month, as minimum, to eight (8) years, as maximum; and (b) perpetual disqualification from public office; and
- (2) For failure of the prosecution to prove their guilt beyond reasonable doubt, accused Cecilia Quino-Rejas and Antonio Quino are hereby acquitted of the charge of violation of Section 3(e) of R.A. No. 3019. Accordingly,

DECISION

People vs. Rogelio Narvasa Quino, et. al.,
SB-16-CRM-0507

Page 45 of 45

X-----X

the hold departure order issued against accused Cecilia Quino-Rejas and Antonio Quino by reason of this case are hereby **LIFTED** and, **SET ASIDE** and their bond ordered **RELEASED** subject to usual auditing and accounting procedures.

SO ORDERED.



KEVIN NARCE B. VIVERO
Associate Justice

WE CONCUR:



SARAH JANE T. FERNANDEZ
Associate Justice
Chairperson



KARL B. MIRANDA
Associate Justice

ATTESTATION

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



SARAH JANE T. FERNANDEZ
Chairperson, 6th Division

CERTIFICATION

Pursuant to Article VIII, Section 13, of the Constitution, and the Division Chairperson's Attestation, it is hereby certified that the conclusions in the above decision were reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



AMPARO M. CABOTAJE-TANG
Presiding Justice