



REPUBLIC OF THE PHILIPPINES  
Sandiganbayan  
Quezon City

SECOND DIVISION

**PEOPLE OF THE PHILIPPINES,**  
*Plaintiff,*  
**CRIM CASE NO. SB-20-CRM-0009**  
For: Violation of Section 3(e) of R.A.  
No. 3019 (Anti-Graft and Corrupt  
Practices Act, as amended.)

-versus-

**Present:**  
HERRERA, JR., J., Chairperson  
CALDONA, J., Associate Justice  
MALABAGUIO, J., Associate Justice

**ROSEMARIE PRESTON  
VILLAMORA,**

*Accused.* January 20, 2023 *dmf*  
Promulgated

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**DECISION**

**MALABAGUIO, J.**

Before the Court is an *Information*<sup>1</sup> dated April 16, 2019 charging herein accused Rosemarie Preston Villamora (Villamora) for violation of Section 3(e) of Republic Act (R.A.) No. 3019, as amended.<sup>2</sup> The accusatory portion of the *Information* reads as follows:

That in March 2008, or sometime prior or subsequent thereto, in Naga City, Philippines, and within the jurisdiction of this Honorable Court, the above-named accused, ROSEMARIE PRESTON VILLAMORA, a public officer, being the Vice-President, South Luzon Area Head and Naga City Branch Head of the Philippine Postal Savings Bank, Inc. (PPSBI), while in the performance of her official position, committing the offense in relation to her office and taking advantage of her official position, with evident bad faith and manifest partiality, did then and there willfully, unlawfully, and criminally give unwarranted benefit and preference to Mr. Noel A. Antonio and other

<sup>1</sup> Record, Volume 1, pp. 1 to 3.

<sup>2</sup> Anti-Graft and Corrupt Practices Act.

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PPSBI clients by offering and granting them to invest in the bank's Premium Savings Plan and earn 3% per month or 36% per annum, contrary to the regular interest rate of 0.250% per annum for peso deposit accounts, thereby allowing such account holders to unjustly earn roughly Php39,050,000.00 in the form of accrued interests from 2013-2017, causing undue injury to the government in the said amount.

CONTRARY TO LAW.

After finding probable cause to hold Villamora for trial,<sup>3</sup> the Court issued a Warrant of Arrest<sup>4</sup> and a Hold Departure Order<sup>5</sup> against her.

On 16 March 2020, Villamora posted cash bond<sup>6</sup> in the amount of Thirty Thousand Pesos (P30,000.00) and was granted provisional liberty. Thereafter, the Warrant of Arrest issued against her was recalled and set aside.<sup>7</sup>

Villamora filed on October 3, 2020 a *Motion to Quash and Motion to Dismiss with Prayer to Suspend Arraignment*,<sup>8</sup> but the same was denied in the Court's Resolution<sup>9</sup> dated February 11, 2021.

When arraigned on February 26, 2021, Villamora, through counsel, waived the reading of the Information and entered a plea of "Not Guilty" to the offense charged.<sup>10</sup>

On May 4, 2021, Villamora filed a *Motion to Admit Accused's Motion for Reconsideration (Re: Resolution Promulgated 11 February 2021 Denying Accused's Motion to Quash and Motion to Dismiss)*.<sup>11</sup> However, in the Resolution<sup>12</sup> dated June 22, 2021, We resolved to deny the said motion. Aggrieved by the denial of her Motions, Villamora filed before the Supreme Court, a *Petition for Certiorari with Urgent Prayer for Temporary Restraining Order and/or Writ of Preliminary Injunction*,<sup>13</sup> assailing our Resolutions dated February 11, 2021<sup>14</sup> and June 22, 2021.<sup>15</sup>

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<sup>3</sup> Id. at p. 34.

<sup>4</sup> Id. at p. 38.

<sup>5</sup> Id. at p. 42.

<sup>6</sup> Id. at p. 53.

<sup>7</sup> Id. at pp. 55 to 56.

<sup>8</sup> Id. at pp. 71 to 96.

<sup>9</sup> Id. at pp. 195 to 203.

<sup>10</sup> Id. at p. 222.

<sup>11</sup> Id. at pp. 237 to 240.

<sup>12</sup> Record, Volume II, pp. 22 to 23.

<sup>13</sup> Id. at pp. 381 to 575.

<sup>14</sup> Record, Volume I, pp. 195 to 203.

<sup>15</sup> Record, Volume II, pp. 22 to 23.

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At the pre-trial conference held on May 28, 2021, the parties agreed on some stipulation of facts.<sup>16</sup>

Thereafter, trial proceeded.

### Evidence for the Prosecution

There were three (3) witnesses presented for the Prosecution, the private complainant Maximino V. Estrada, Land Bank of the Philippines (LBP) Audit Manager Solita R. Vitug and LBP Investigation Specialist Wilfred A. Hurtado.

The testimony of Maximino V. Estrada (Estrada) as culled from his *Complaint-Affidavit*<sup>17</sup> and *Reply-Affidavit*,<sup>18</sup> is as follows: that he is, at the time of the filing of the Complaint, the Vice President and current Officer-in-Charge of the Branch Banking Group (BBG) of the Philippine Postal Savings Bank, Inc. (PPSBI), a government owned and controlled corporation engaged in the thrift banking business; and that pursuant to a special power of attorney<sup>19</sup> issued in his favor, he was expressly authorized to file and prosecute criminal cases for and on behalf of PPSBI.

He also testified that on July 19, 2017, the BBG received via email *Nag Memorandum*<sup>20</sup> No. 038-2017 signed by Villamora, who was then the Vice-President, Visayas Area Head and Naga Branch Head of PPSBI, where she confirmed that there is a discrepancy amounting to Thirty-Nine Million Fifty Thousand Pesos (Php39,050,000.00) between Naga Branch's deposit balances indicated in its core deposit system (MISYS) and its financial statements (IAS), and confessed that she was responsible for the said discrepancy, which she concealed from the management.

Estrada further testified that based on the *Memorandum*<sup>21</sup> and the initial findings of PPSBI's internal investigation, two (2) Peso Savings Accounts were opened sometime in 2007 and 2008 – Account Number 0002-301910-266 under the name of R.E. Enciso (Enciso) and Account

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<sup>16</sup> Id at pp. 27 to 40.

<sup>17</sup> Exhibit "A," "A-1" to "A-3."

<sup>18</sup> Exhibit "B-3" to "B-9."

<sup>19</sup> Exhibit "A-4."

<sup>20</sup> Exhibits "A-6" to "A-7."

<sup>21</sup> Ibid.

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Number 0002-283933-266 under the name of N.A. Antonio (**Antonio**), and for unknown reasons, Villamora committed to pay an interest rate of three percent (3%) per month or thirty six (36%) per annum on each of the Peso Savings Accounts. The 36% per annum interest rates granted by Villamora are manifestly and grossly disadvantageous to PPSBI considering that the recommended interest rate for peso deposit accounts is only 0.250% per annum. By reason of the exorbitant interest rates granted, the account holder unjustly earned roughly Thirty-Nine Million Pesos (Php39,000,000.00) in the form of accrued interests from 2013 to 2017 to the utter prejudice of PPSBI and therefore, the Government. Villamora hesitated to correct the interests granted and recover the erroneously credited interest payments allegedly due to her moral and religious convictions, as the proceeds were solely used for charitable work. However, to somehow temper the interest rates, she slightly reduced the rates to two percent (2%) per month or twenty four percent (24%) per annum.

He added that Villamora made sure that the Management was completely unaware of the irregularities in the subject accounts by personally handling and facilitating the transactions of the concerned account holders to the exclusion of other branch employees. She did not book the interests accrued in Naga Branch's financial statements, but they were recorded in the core deposit system resulting in a discrepancy. Villamora misled PPSBI's internal auditors by tampering the Branch's core deposit system. The Php39,050,000.00 interests earned by the subject accounts were manually removed from the deposit balance and then temporarily booked as loan repayments to make it appear that the deposit balances in the core deposit system and the financial statements are equal. Nevertheless, the discrepancy was still discovered through a subsequent audit. The auditor repeatedly requested from Villamora an explanation as to the cause of the discrepancy, but the latter ignored the same until the submission of her *Memorandum*.<sup>22</sup>

On *cross-examination*,<sup>23</sup> Estrada clarified that Villamora was Head of the Bicol Region but not the Visayas Area. He also admitted that he has no personal knowledge as to the following matters: a) that Villamora committed to pay interest at the rate of 36% per annum on the Peso Savings Accounts of Depositors Enciso and Antonio; b) whether Villamora personally handled and facilitated the deposit transaction of Depositors Enciso and Antonio; c) that Villamora

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<sup>22</sup> *Ibid.*

<sup>23</sup> See TSN dated July 22, 2021, pp. 1 to 37.

tampered the deposit balances in the core deposit system and the financial statement of the branch.

Estrada explained that an Operations Head merely follows orders from the Branch Head. An Operations Head is supposed to run the day-to-day operations, but important decisions must be referred to the Branch Manager. The Branch Head bears the full responsibility in the branch, including operations and the Operations Head. He added that the opening and authentication of a passbook is normally done by a New Accounts Clerk together with the teller, the cashier and the Operations Head, and clarified that although the posting of transaction on the passbook is done by a teller, the same must be countersigned by the officers involved in the transaction. And while the Branch Accountant is the one who posts in the deposit system and the IAS, the Branch Manager countersigns the transaction.

He admitted that: a) he was not present when the *Sworn Statement*<sup>24</sup> dated October 25, 2017 was signed by Villamora; b) Villamora was not accompanied by a lawyer during the investigation; c) Villamora was not the one who typed the contents of the *Sworn Statement* but she was actively involved in the preparation, clarification and eventual signing of the document; and d) Villamora was rushed to the hospital after signing the *Sworn Statement*.

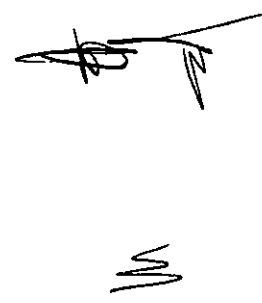
The second witness for the prosecution is Solita R. Vitug (**Vitug**). She is currently an LBP employee assigned to the PPSBI (now Overseas Filipino Bank, Inc. or OFBank) as a seconded employee relative to acquisition of the latter by LBP. In her *Judicial Affidavit*<sup>25</sup> that was adopted as her *direct testimony*, Vitug claimed that at the time material to the case, she was the Audit Manager and part of the LBP Team assigned to PPSBI. As an Audit Manager who handled controllership functions, her principal duties and functions included: a) review of daily transactions and disbursements and supporting documents prior to approval of the President and CEO; b) perform validation/verification of major balance sheet and related expense accounts; and c) other related functions as directed by the President and CEO. She participated and personally supervised the conduct of audit on PPSBI's deposit liabilities. The audit on PPSBI's liabilities was authorized by Special Order No. 322 Series of 2017 dated February 27, 2017<sup>26</sup> issued by Alex V. Buenaventura, former LBP President & CEO.

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<sup>24</sup> Exhibits "B-10" to "B-30."

<sup>25</sup> Record, Volume II, pp. 113 to 125.

<sup>26</sup> Exhibit "C-69."



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She testified that the LBP Audit Team performed the verification of balances per the General Ledger (GL) against the Subsidiary Ledger (SL) as of April 30, 2017 where a discrepancy was noted amounting to Php39,766,000.00 involving several branches. The discrepancies were coordinated with the BBG and concerned branches. All the concerned branches identified and reconciled the discrepancies except for Naga Branch with an unreconciled discrepancy of Php39,050,000.00.

Vitug claimed that Villamora sent a *Memorandum* dated July 18, 2017 to Estrada, taking responsibility for the noted discrepancies amounting to Php39,050,000.00. Hence, the President & CEO directed the LBP Team to conduct audit of certain accounts of Naga Branch. The audit was conducted on August 1, 2017 until December 11, 2017. The audit covered: a) the accountabilities and involvement of Villamora on the above-cited irregular transactions; b) verification of the involved deposit accounts were based on the available date per MISYS, available reports, documents and latest passbooks presented by the depositors; c) previous deposit system reports and account history per the PRIME system (implemented prior to July 2006) were no longer available.

She testified that Villamora was the Branch Manager of PPSBI Naga Branch when the transactions transpired. During the audit, Vitug performed the following, among others: a) inquired from bank personnel deposit process and system functionalities; b) coordinated the gathering of related documents with Naga Branch's employees and technology department; c) analyzed each affected deposit account reflected in the Schedule and verified against the deposit system and available documents; d) reviewed the work of the other Team Member; and e) finalized the final audit report. The methodologies employed in the audit consisted of: a) familiarization with PPSBI's deposit process and system functionalities thru inquiries and walkthrough; b) gathering of reports and documents; c) analysis, verification and reconciliation of affected deposit accounts; and d) collaboration with LBP-Legal on written explanations and sworn statements of Naga Branch employees, among others.

After the audit, the team found out that Villamora: a) Violated the bank's Code of Conduct on "Honesty" which states that "The principle 'Honesty is the best policy' should be observed in the banking business. It is demanded of the employees the highest ethical standards in the performance of their work, in handling bank funds

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and properties and in their dealings with co-employees and clients. They should not engage in any fraud or any form of dishonesty, directly or indirectly, nor conceal any acts nor facilitate or aid in the commission thereof;" and b) Violated the CASA Part 1: Treasury Operations Sections 107.01 which states that "Special rates on peso deposit in excess of 2.25% of the posted rate should be approved by the Assets and Liabilities Management Committee.

The *Audit Report*<sup>27</sup> prepared by Vitug and her team indicated that excessive interest rates were given to Depositor Antonio and Depositor DM at 2% to 2.5% per month or annual rates of 24% to 30% when the January 2014 to July 2017 posted rates only range from 1.75% to 2% only.

When *cross-examined*, Vitug stated that the Php39,050,000.00 discrepancy on the records of Naga Branch primarily represents the interests credited to the accounts of Daughters of Mary (DM) and Father Antonio. She testified that in the process of the audit, they noted a very high interest rate given to the said depositors and the amount paid to them as interest in excess of the normal rate is close to Php39,000,000.00. She added that the interest rates were specifically stated at the back portion of the passbook which evidences the placement of those deposits, and since Villamora's signatures or initials appear on those passbooks, it means that she approved the stated rates when the deposits were placed.

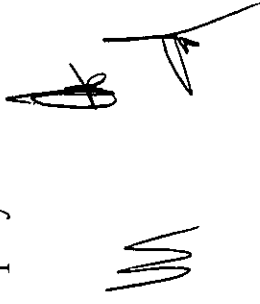
Vitug admitted that: a) Villamora's written approval/signature is not required during the entry or posting of the interest; b) it was not Villamora who did the posting and the entries on the passbook; and c) that she has no personal knowledge as to what transpired in the bank from 2008 to 2017.

On *re-direct testimony*, Vitug testified that the posting of interest is not the function of the Branch Head, but at the end of the day, a summary of all the transactions for the day is prepared, generated and given to the Branch Head for approval.

Wilfred A. Hurtado (Hurtado) is the third witness for the Prosecution. He is currently an Investigation Specialist III of LBP-Security Department. As Investigation Specialist III, his principal duties and responsibilities include conducting/performing: a) investigation on fraudulent transactions involving erring employees

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<sup>27</sup> Exhibits "C-33" to "C-217" series.

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of the LBP; b) background investigation on applicants proposed for employment with the LBP; and c) other functions related to, or incidental to investigation.

In his *Judicial Affidavit*<sup>28</sup> that was adopted as his *direct testimony*, Hurtado testified that he participated in and supervised the conduct of investigation on irregular transactions involving PPSBI Naga City Branch and Villamora. Hurtado claimed that Villamora was made the subject of the investigation because she sent a *Memorandum* dated July 18, 2017 to Maximo Estrada, then OIC BBG, thru Naga Branch's Operations Head admitting the responsibility for the noted discrepancies amounting to Php39,050,000.00.

During the investigation, Hurtado interviewed and took the statements in written form of Villamora and other employees of PPSBI Naga Branch. They also coordinated with the LBP Audit Team as regards figures/facts/amounts and other details relative to the bank accounts involved in the subject transactions. Hurtado invited Villamora for a meeting. He informed Villamora that the meeting pertains to the noted discrepancies amounting to Php39,050,000.00 of PPSBI Naga City Branch. The meeting was held on 25 October 2017 at PPSBI Main Office in Manila. Hurtado provided her with questionnaires that were encoded in a laptop, which she answered by directly and voluntarily typing them in the same laptop. After all the questions were answered by Villamora, Hurtado printed out *the Sworn Statement*<sup>29</sup> in question and answer format and Villamora together with an employee of PPSBI Head Office had the *Sworn Statement* notarized before a Notary Public. Villamora submitted to them a copy of the *Sworn Statement* after it was notarized. Hurtado then submitted the *Sworn Statement* to the Postal Bank Main Office.

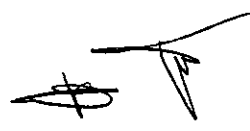
Hurtado finally identified the *Sworn Statement* and confirmed and affirmed that the questions and corresponding answers genuinely reflect what had been asked and answered during the investigation

On *cross-examination*, Hurtado admitted that: a) he did not see who signed the *Memorandum* dated July 18, 2017; b) when they invited Villamora to the head office, they did not tell her that there is already a complaint before the Ombudsman but they advised her to hire the services of a lawyer; c) while he personally knows that Villamora answered the questions voluntarily, he did not witness the

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<sup>28</sup> Record, Volume 1, pp. 345 to 351.  
<sup>29</sup> Exhibits "C-104" to "C-124."

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notarization of the *Sworn Statement*; and d) he has no personal knowledge of the events relative to this case that took place at PPSBI Naga Branch from 2008 to July 2017.

After presentation of all its witnesses, the Prosecution formally offered its documentary evidence consisting of Exhibits "A" to "F," inclusive of submarkings and submarked documents.<sup>30</sup> Acting on the said formal offer and after taking into consideration, the *Comments and Objections to the Prosecution's Formal Offer of Exhibits*<sup>31</sup> filed by Villamora, the Court resolved to admit the Prosecution's documentary evidence on 15 December 2021.

### Evidence for the Defense

The defense presented as its sole witness the accused Villamora, herself.

Villamora testified through her *Judicial Affidavit*<sup>32</sup> that she was the Naga Branch Head and concurrent South Luzon Area Head of PPSBI from 2004 to 2017. She added that PPSBI was a government-owned and controlled corporation incorporated under the Corporation Code and without original charter. In addition, PPSBI's purpose and objectives were proprietary, financial and commercial in nature, mainly to engage in the general business of savings and mortgage banking, and PPSBI does not have governmental functions and does not exercise governmental authority.

She claimed that since her duties and responsibilities were also proprietary, financial and commercial in nature, she was not a public officer and did not exercise any governmental functions or authority. Villamora stated that she has a pending administrative case before the Supreme Court wherein PPSBI is questioning the *Decision*<sup>33</sup> of the Court of Appeals in CA-GR SP No. 15261, which was in favor of Villamora, ruling that the Ombudsman had no jurisdiction over GOCCs without original charter and that PPSBI did not exercise governmental authority. She added that she had a salary grade of SG12 in 2006 and SG15 in 2017 and that her salary grades did not match the existing schedule of salaries for civilian personnel at that time.

<sup>30</sup> Record, Volume II, pp. 583 to 588.

<sup>31</sup> Record, Volume III, pp. 4 to 15.

<sup>32</sup> Id. at pp. pp. 42 to 69.

<sup>33</sup> Exhibits "29 to 29-C."

Villamora claimed that as a Branch and Area Head, she was considered to be a lower-level manager or on the fifth and sixth level in PPSBI's organizational structure.

In August 2017, Villamora reported to the PPSBI's Head Office in Manila to comply with PPSBI's *Recall Order Memo* but she was neither informed that PPSBI had already filed the case before the Ombudsman nor was she advised to bring a lawyer.

On September 20, 2017, Estrada showed Villamora a letter, dated *September 6, 2017*, including attachments. She was not feeling well and not at her proper mindset when she was glancing through the contents and as a result, she signed the documents shown to her without fully reading them. She was rushed by Estrada and the head of security to the nearest hospital as her blood pressure reading was too high.

Villamora further testified that on October 25, 2017, she was asked by an investigator to answer a Q&A on a laptop. She was then asked to sign a document without having full opportunity to read it. She was thereafter asked by an employee to accompany him outside, then the said employee asked for her ID and instructed her to wait at a corner of a building. Villamora claimed that she did not appear before any notary public to cause the notarization of the investigator's Q&A on her or any self-incriminating sworn statement. She insisted that she did not appear before a notary public on October 25, 2017.

She finally testified that before the Regional Trial Court of Naga City, her case was set for arraignment and pre-trial for November 16, 2018, January 18, 2019, March 15, 2019, June 10, 2019, August 29, 2019, but no arraignment and pre-trial took place in all these dates through no fault of her own.

On *cross-examination*, Villamora denied knowledge of the existence of the *Audit Report*<sup>34</sup> and the Php39,050,000.00 discrepancy in the account of PPSBI Naga Branch, but admitted that she was not prohibited to bring a lawyer when she was called to the office of Estrada on August 20, 2017 through a *recall order*. Villamora further testified that she was not accompanied by a lawyer on September 20, 2017, when Estrada showed her a letter dated *September 6, 2017*<sup>35</sup> and requested her to sign the same. Villamora admitted that she hesitantly signed the letter.

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<sup>34</sup> Supra Note 27.  
<sup>35</sup> Exhibit "C-76."

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During her *re-direct examination*, Villamora claimed that although she typed her answers on the laptop, she was no longer able to read her answers afterwards.

After manifesting that she will no longer be presenting other witnesses, Villamora filed her *Formal Offer of Evidence*<sup>36</sup> on July 13, 2022. Acting on the Formal Offer of Evidence of Villamora and after taking into consideration the *Comment*<sup>37</sup> of the Prosecution, the Court resolved to admit Exhibits “1” to “40”, inclusive of submarkings and submarked documents.<sup>38</sup>

Considering the manifestation of the Prosecution that it will no longer present rebuttal evidence in this case, the parties were given thirty (30) days to submit their simultaneous memoranda.<sup>39</sup> The Prosecution filed its *Memorandum*<sup>40</sup> on September 22, 2022 while accused Villamora filed her *Memorandum*<sup>41</sup> on September 23, 2022.

### The Issues

The parties submit the following issues:<sup>42</sup>

For the Prosecution:

Whether the accused is guilty of the offense charged in the subject Information for Violation of Section 3(e) of R.A. No. 3019, as amended.

For the Accused:

1. Whether the Court has jurisdiction to try the accused and the case;
2. Whether the accused is a public officer;

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<sup>36</sup> Record, Volume IV, pp. 70 to 89.

<sup>37</sup> Id. at pp. 90 to 94.

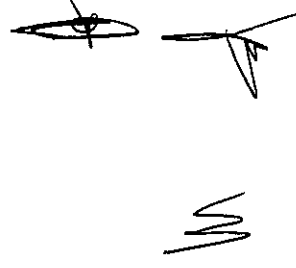
<sup>38</sup> Id. at p. 167.

<sup>39</sup> Id. at p. 177.

<sup>40</sup> Id. at pp. 187 to 205.

<sup>41</sup> Id. at pp. 207 to 250.

<sup>42</sup> Supra Note 16.

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3. Whether the accused can be charged with the offense of violation of Section 3(e) of R.A. No. 3019, as amended; [and]
4. Whether the accused is guilty of the offense of violation of Section 3(e) of R.A. No. 3019, as amended.

### The Ruling of the Court

In her *Memorandum*,<sup>43</sup> Villamora prays for the Court to consider for the last time the following issues: a) whether the Court has jurisdiction over the accused and the case; and b) whether Villamora's rights to due process and speedy trial were violated.

However, the same issues have already been resolved per our Resolutions dated February 11, 2021<sup>44</sup> and June 22, 2021.<sup>45</sup> Hence the Court will no longer delve into the matter that has been ruled upon as reflected in the Resolutions already issued.

Although there is a pending *Petition for Certiorari with Urgent Prayer for Temporary Restraining Order and/or Writ of Preliminary Injunction*,<sup>46</sup> filed by the accused before the Supreme Court, assailing the aforementioned Resolutions and praying for the dismissal of this case, it is imperative to point out that the mere elevation of an interlocutory matter to the Supreme Court through a petition for *certiorari* under Rule 65 of the Rules of Court, like in the present case, does not by itself merit a suspension of the proceedings before a public respondent, unless a temporary restraining order or a writ of preliminary injunction has been issued against the public respondent.<sup>47</sup> Section 7, Rule 65 of the Rules of Court so provides:

SECTION 7. *Expediting proceedings; injunctive relief.* - The court in which the petition [for Certiorari, Prohibition and Mandamus] is filed may issue orders expediting the proceedings, and it may also grant a temporary restraining order or a writ of preliminary injunction for the preservation of the rights of the parties pending such proceedings. **The petition shall not interrupt the course of the principal case unless a temporary restraining order or a writ of preliminary injunction has been issued against the public respondent from further proceeding in the case.** (Emphasis Supplied)

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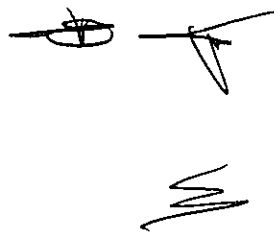
<sup>43</sup> Supra Note 41.

<sup>44</sup> Record, Volume I, pp. 195 to 203.

<sup>45</sup> Record, Volume II, pp. 22 to 23.

<sup>46</sup> Id. at pp. 381 to 575.

<sup>47</sup> *Republic v. Sandiganbayan, et. al.*, (Resolution) G.R. No. 166859, June 26, 2006.



We now rule on the merits of the case.

Accused Villamora is accused of violation of Section 3(e) of R.A. No. 3019, as amended, which reads:

**Sec. 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 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.

In order to hold a person liable under this provision, the following elements must concur, to wit: 1) The accused must be a public officer discharging administrative, judicial or official functions; 2) He must have acted with manifest partiality, evident bad faith or [gross] inexcusable negligence; and 3) That his action caused any undue injury to any party, including the government, or giving any private party unwarranted benefits, advantage or preference in the discharge of his functions.<sup>48</sup>

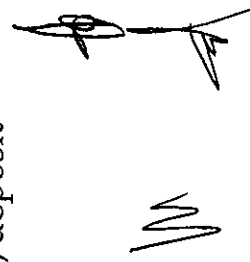
After a careful review of all the evidence adduced by the parties in this case, the Court is convinced that the Prosecution has satisfactorily established all the elements of the offense charged.

*Villamora was a public officer at the time material to the case. She granted excessive interest rates to depositors Antonio and DM in the exercise of her function as a Branch Head*

In an attempt to deny the existence of the first element of the offense, Villamora argues that she was not and could not have been a public officer when she was a Branch and Area Manager, with Vice President rank at PPSBI because her functions of meeting loan, deposit

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<sup>48</sup> *Cabrera v. People*, G.R. No. 191611-14, July 29, 2019.



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and profit targets, were not sovereign executive functions. She additionally argues that PPSBI's own Salary Grade Schedule, which is incompatible and different from that provided in the Salary Standardization Law, among others, underscores the fact that PPSBI officers are not public officers.<sup>49</sup>

The Court is not convinced.

Contrary to Villamora's allegation, the Supreme Court already ruled in *People v. Alas*<sup>50</sup> that certain officers of PPSBI may fall under the jurisdiction of the Sandiganbayan on charges involving graft and corruption. Moreover, the creation of PPSBI was expressly sanctioned by Section 32 of RA 7354, otherwise known as the Postal Service Act of 1992, for purposes of, among others, "to encourage and promote the virtue of thrift and the habit of savings among the general public, especially the youth and the marginalized sector in the countryside xxx" and to facilitate postal service by "receiving collections and making payments, including postal money orders."<sup>51</sup> PPSBI is a subsidiary of the Philippine Postal Corporation performing governmental functions, hence, its officers and employees are deemed public officers.

Villamora's argument that PPSBI's own Salary Grade Schedule, which is incompatible and different from that provided in the Salary Standardization Law, underscores the fact that PPSBI officers are not public officers is likewise untenable in view of the Supreme Court's pronouncement in *Intia, Jr. v. Commission on Audit*<sup>52</sup> affirming the Philippine Postal Corporation's exemption from the Salary Standardization Law.

Since there is no question that Villamora was PPSBI's Assistant Vice President, South Luzon Area Head, and Naga City Branch Head,<sup>53</sup> it is also undisputed that Villamora was a public officer discharging administrative or official function at the time material to the allegation in this case.

Accordingly, the next issue to be resolved is whether Villamora committed a prohibited act in the course of the discharge of her duties

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<sup>49</sup> Memorandum of Villamora, Supra Note 41.

<sup>50</sup> G.R. No. 147706-07, February 16, 2005.

<sup>51</sup> *Ibid.*

<sup>52</sup> G.R. No. 131529, April 30, 1999.

<sup>53</sup> Exhibits "D" to "D-3," Job Description and Service Record of Villamora.

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and functions as Branch Head of PPSBI. The *Information*<sup>54</sup> filed against herein accused alleges that with evident bad faith and manifest partiality, she did then and there willfully, unlawfully, and criminally give unwarranted benefit and preference to Mr. Noel A. Antonio and other PPSBI clients by offering and granting them to invest in the bank's Premium Savings Plan (PSP) and earn 3% per month or 36% per annum, contrary to the regular interest rate of 0.250% per annum for peso deposit accounts, thereby allowing such account holders to unjustly earn roughly Php39,050,000.00 in the form of accrued interests from 2013-2017, causing undue injury to the government in the said amount.

Villamora seeks to discredit the testimonies of the prosecution witnesses by claiming that the witnesses presented by the prosecution had no personal knowledge as to the commission of the alleged acts that are violative of Section 3(e) of R.A. No. 3019. She likewise puts into question the evidentiary weight of the documentary evidence adduced by the Prosecution based on some technicalities.<sup>55</sup>

However, Villamora's arguments fail to convince.

Although Estrada, Vitug and Hurtado did not personally witness the alleged acts committed by Villamora, their testimonies cannot be discredited as hearsay evidence because their testimonies primarily covered matters that became personally known to them in the course of their audit and investigation.

Vitug, for instance, identified an *Audit Report*<sup>56</sup> prepared by her team. Among the *Annexes* attached to said *Audit Report* is *Memorandum No. 2017-035*<sup>57</sup> informing then BBG Head Estrada of the discrepancies on Deposit Liabilities per Trial Balance against Deposit Systems (MISYS/PRIME) for months ending March 31 and April 30, 2017 and requiring him to submit explanation/actions taken on said discrepancies on or before June 30, 2017. Attached to *Memorandum No. 2017-035* are tables<sup>58</sup> reflecting the Total Deposit Liabilities of the different branches of PPSBI. The total deposit liabilities for the Naga Branch are as follows:

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<sup>54</sup> Supra Note 1.

<sup>55</sup> Supra Note 41.

<sup>56</sup> Exhibit "C-33"

<sup>57</sup> Exhibit "C-70," Audit Report, Annex "B."

<sup>58</sup> Exhibits "C-71" to "C-73."

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As of 03/31/17 <sup>59</sup>		
Per Trial Balance	Per System	Difference
189,656,415.61	228,705,714.52	(39,049,298.91)

As of 04/30/17 <sup>60</sup>		
Per Trial Balance	Per System	Difference
198,444,187.53	237,494,187.53	(39,050,000.00)

This discrepancy in the account of Naga Branch is further reflected in the *Naga Branch Reconciliation of Deposit Liabilities per General Ledger and Deposit Systems for the period January 2013 to June 2017*<sup>61</sup> which is attached as *Annex U* to the *Audit Report*. The document reveals that from the discrepancy of Php157,646.03 as of June 30, 2013, the amount ballooned to P38, 713,2[1]4.48 as of January 2015 and further increased to Php39,050,000.00 as of April 2017. As of June 2017, the Total Deposit Liability of Naga Branch still amounts to Php39,050,167.70.

To the mind of the Court, these *Attachments* to the *Audit Report* sufficiently establish that at the time of filing of the complaint, PPSBI Naga Branch had a total deposit liability in the amount of P39,050,000.00.

From the same *Audit Report*, the Prosecution has likewise satisfactorily established that certain depositors have been given highly excessive rates of interest. A review of the *D.3 On high Interest Rates on PSP Accounts*<sup>62</sup> portion of the *Audit Report*, shows that Depositors Antonio and DM were given highly excessive interest rates from September 2014 to August 1, 2017 for Depositor Antonio and from May 7, 2015 to August 3, 2017 for Depositor DM.

Particularly, the Audit Team discovered that:

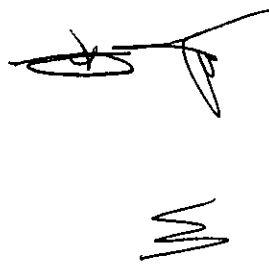
"From September 30, 2014 to August 1, 2017, a 2% to 2.5% monthly interest rates or 24% to 30% per annum, were given to DEPOSITOR ANTONIO per passbook no. 016056 (Annex X). The rates were approved only by VP VILLAMORA in violation of Codified Approving and Signing Authorities Section 109.01 which states that "special interest rates on peso deposit in excess of 2.25% over the posted rate should be approved by the Assets and Liabilities Management

<sup>59</sup> Exhibit "C-71."

<sup>60</sup> *Ibid.*

<sup>61</sup> Exhibit "C-185."

<sup>62</sup> Exhibit "C-55."





Committee." January 2014 to July 2017 posted rates ranged from 1.75% to 2% only. The entries on "Terms of Placement" in passbook no. 016056 were signed by VP Villamora.<sup>63</sup>

In addition, the Audit Team also found that:

"Per the passbook nos. 016072 and 016068, a 2% interest rate was given to PSP Nos. 050021-00321-0 and 050021-0043204 of DEPOSIT DM from May 7, 2015 to August 3, 2017 or 24% per annum (Annexes Z to Z-2). The rates were approved only by VP VILLAMORA. Further, entries on the "Terms of Placement" in the passbooks were mostly signed by VP Villamora."<sup>64</sup>

Thus, the only issue left to be discussed with respect to the first element of the offense is whether it was Villamora who granted this unwarranted benefit to Depositors Antonio and DM in the performance of her function as Branch Head of PPSBI Naga.

To establish that Villamora granted excessive interest rates to depositors Antonio and DM in the exercise of her function as Branch Head of PPSBI Naga, the prosecution presented, among others, a *Notarized Sworn Statement*<sup>65</sup> dated October 25, 2017 signed by accused Villamora. In the said *Sworn Statement*, Villamora admitted, among others, that:

Question 17: Among the irregularities discovered at Naga Branch is that you also utilized your position to offer some clients of the Bank such as Mr. Noel A. Antonio (Account Number 002-00368-141) and the Daughters of Mary (Account Numbers 050021-00321-0 and 050021-00432-4) to invest in the Premium Savings Plan and earned 3% per month which is contrary to the regular PSP being offered by the Bank that earns interest based on the prevailing rate and term of deposit.

Why did you allow this kind of scheme?

Ms. Villamora: As far as I can remember, it started when I offered them a premium earner account with a term of five (5) years to compete with what was being offered to them by Rural banks where they maintain deposits. It was a double your money deposit that after maturity period I have to maintain the same rate of interest to maintain the deposits otherwise they will withdraw their deposits.

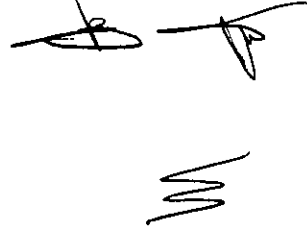
As regards to (sic) the accounts of Daughter of Mary, I cannot recall how it started.

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<sup>63</sup> Exhibit "C-56."

<sup>64</sup> Exhibit "C-57."

<sup>65</sup> Supra Note 29.

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Question 16: What was your offer to Mr. Antonio and other clients of giving a higher interest than the regular interest offered by the bank with respect to premium Savings Plan or PSP allowed by the management of Postbank?

Ms. Villamora: No. Above posted rates should be approved by the Treasury Head. Every time we offer our clients with an interest above the posted rates should be with the approval of the Head of the Treasury Group.

Question 17: How do you apply the interest of the deposit if it is higher than the posted rate?

Ms. Villamora: I personally granted an interest based on straight monthly computation that is principal placement multiply by the monthly interest rate instead of the correct procedure which is principal placement multiply by the interest rates the number of days of placement/360 days, the proceeds is net of 20% withholding tax and documentary stamps.

In her attempt to question the probative value of the said *Sworn Statement*, Villamora in her testimony,<sup>66</sup> narrated the following:

128. Q: What happened next?

A: After the Q&A, they presented me a document and they asked me to sign every page and that was what I did. I no longer read them as it was so long, and I was already exhausted and no longer feeling well.

129. Q: What happened next, if any?

A: They told me some documents needed to be notarized and they requested an employee to accompany me. We went to the Post Office building just across the Postbank building.

130. What happened next, if any?

A: The employee told me to wait in a corner of the building but asked for my valid ID.

131. Q: Why did you wait in the corner of the building?

A: I was instructed by the employee to wait as he had to go to the notary public's office.

132. Q: Who, if any, accompanied the employee to the notary public's office?

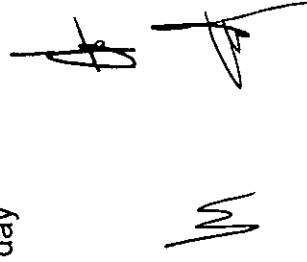
A: No one.

133. Q: You did not personally appear before the notary public?

A: No, I did not. I never personally appeared before a notary public for the notarization of any Q&A or any self-incriminating sworn statement on the day that I went to the Head Office or any other day during that year of 2017.

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<sup>66</sup> Supra Note 32.



134. Q: So, you did not appear before any notary public on 25 October 2017?

A: No, attorney, I did not.

135. Q: What happened next, if any?

A: When he returned, he gave back my ID and ushered me back to Postbank.

To bolster her claim, Villamora even pointed to the fact that Hurtado admitted on *cross-examination* that he did not see whether Villamora appeared before a notary public for the purpose of notarizing the *Sworn Statement*.

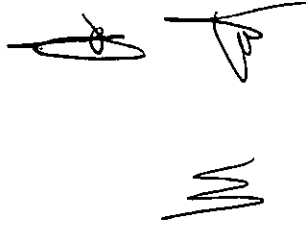
In addition, Villamora argues that the *Sworn Statement* is a mere certified true copy based on photocopies, and not on originals. She insists that this is not within the exception for the allowance of secondary evidence, for a certifying officer must have with him or her the original.

Again, Villamora's contentions fail to convince.

As succinctly put by the prosecution in its *Memorandum*,<sup>67</sup> Villamora's averments leave much to be desired. "For one, Villamora is not an ordinary bank employee, but a Branch Head and the Assistant Vice President of PPSBI-Luzon Area, with solid educational background, vast experience in banking operation, as well as extensive knowledge and skills acquired from several seminars and trainings. She has also a master's degree in Business Management. Having such kind of track record, the accused cannot be said to have been easily influenced, cowed, pressured or intimidated into doing something against her will. Hence, her statement that she was forced to sign documents without reading its contents is incredible and hardly registers in one's logical realm. Aside from being unsubstantiated, self-serving and uncorroborated, her contention defies common reason. The time-honored test in determining the value of the testimony of a witness is its compatibility with human knowledge, observation and common experience of man. Thus, whatever is repugnant to the standards of human knowledge, observation and experience becomes incredible and must lie outside judicial cognizance. Consistently, the Supreme Court has ruled that evidence to be believed must proceed not only from the mouth of a credible witness but must be credible in

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<sup>67</sup> Supra Note 40.

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itself as to hurdle the test of conformity with the knowledge and common experience of mankind.”<sup>68</sup>

In addition, considering that the *Sworn Statement* is a notarized document, it is presumed valid, regular and genuine. It carries evidentiary weight with respect to its due execution. As such, it need not be proven authentic before it is admitted into evidence. On its face, it is entitled to full faith and credit, and is deemed to be in full force and effect.<sup>69</sup> In *Rodriguez v. YOHD*<sup>70</sup> citing the case of *Rufina Patis Factory v. Alusitain*,<sup>71</sup> the Supreme Court ruled that “to contradict statements in a notarial document, there must be clear, convincing and more than merely preponderant evidence against it. A subsequent notarial document retracting the previous statement is not even sufficient: No doubt, admissions against interest may be refuted by the declarant. It bears stressing, however, that Alusitain’s Affidavit of Separation filed with the SSS is a notarial document, hence, *prima facie* evidence of the facts expressed therein. Since notarial documents have in their favor the presumption of regularity, to contradict the facts stated therein, there must be evidence that is *clear, convincing and more than merely preponderant*.”

In this case, the self-serving testimony of Villamora is hardly enough to overcome such presumption. Moreover, Villamora’s contention that the *Sworn Statement* is a mere certified true copy based on photocopies, and not on originals has no basis. Vitug who issued a Certified True Copy of the *Sworn Statement* as an *Annex*<sup>72</sup> to the *Audit Report*, identified the *Audit Report* including its Annexes in her testimony.<sup>73</sup>

Aside from Villamora’s admissions in the *Sworn Statement*, her signatures in the passbooks of Depositors Antonio and DM are likewise indicative of the fact that she granted the excessive interest rates indicated in the said passbooks.<sup>74</sup>

*Villamora acted with manifest partiality when she granted excessive interest rates to Depositors Antonio and DM*

<sup>68</sup> Ibid. (citations omitted).

<sup>69</sup> *Rodriguez v. YOHD*, G.R. No. 199451, August 15, 2018.

<sup>70</sup> Ibid.

<sup>71</sup> G.R. No. 146202, July 14, 2004.

<sup>72</sup> Exhibits “C-104” to “C-124.”

<sup>73</sup> Supra Note 25.

<sup>74</sup> See Exhibits “C-55” to “C-57.”

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The *second* element provides the modalities by which a violation of Section 3(e) of R.A. No. 3019 may be committed. It must be stressed that these three modes, namely "manifest partiality," "evident bad faith," or "gross inexcusable negligence" are not separate offenses, and proof of the existence of any of these three in connection with the prohibited acts committed, is sufficient to convict.<sup>75</sup>

The Supreme Court explained these terms in *Uriarte v. People*<sup>76</sup> in this manner:

x x x. There is "manifest partiality" when there is 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 for some perverse motive or ill will. "Evident bad faith" contemplates a state of mind affirmatively operating with furtive design or with some motive of 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 wilfully and intentionally, with conscious indifference to consequences insofar as other persons may be affected. (Citations omitted)

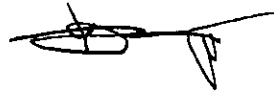
While the Information for the instant case charges Villamora with evident bad faith and manifest partiality, the Court finds Villamora guilty only of having acted with manifest partiality. Villamora's bad faith in attempting to conceal the unwarranted benefits that she extended to Depositors Antonio and DM does not qualify as the degree of "evident bad faith" which is considered as a modality for committing violation of Section 3(e) of R.A. No. 3019.

As previously stated in the disquisitions above, Villamora clearly acted with manifest partiality when she granted excessive interest rates in favor of Depositors Antonio and DM. A review of the *Audit Report* prepared by Vitug and her team undeniably shows that Villamora granted Depositors Antonio and DM interest rates of 24% to 30% when the posted rates at that time were actually set at 1.75% to 2%. Villamora's act of granting excessive interest rates to Depositors Antonio and DM caused them to earn unwarranted benefits in the amount of Php 39,050,000.00 which in turn, caused undue injury to PPSBI and ultimately to the Government in the same amount.

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<sup>75</sup> *Abubakar v. People*, G.R. Nos. 202408, 202409 and 202412, June 27, 2018.  
<sup>76</sup> G.R. No. 169251, December 20, 2006.

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Villamora's deliberate efforts to conceal the discrepancies in the accounts of PPSBI Naga Branch by tampering with the Branch's core deposit system is all the more indicative of her continuous and conscious inclination to favor Depositors Antonio and DM.

*Villamora caused undue injury to PPSBI and gave unwarranted benefits to Depositors Antonio and DM, allowing them to unjustly earn Php 39,050,000.00*

There are two ways by which a public official violates Section 3(e) of R.A. No. 3019, as amended, in the performance of his functions, namely: 1) by causing undue injury to any party, including the Government; or 2) by giving any private property any unwarranted benefit, advantage or preference. The accused may be charged under either or both. The disjunctive term "or" connotes that either act qualifies as a violation thereof.<sup>77</sup>

The concept of undue injury was explained by the Supreme Court in *Alvarez v. People*,<sup>78</sup> in this manner:

The injury that Section 3(e) of Republic Act No. 3019 contemplates is actual damage as the term is understood under the Civil Code. In *Llorente, Jr. v. Sandiganbayan*, the Court made this concept of undue injury very clear, saying:

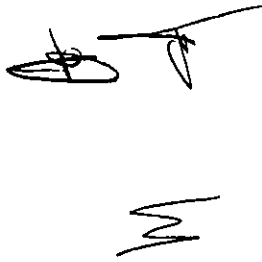
Unlike in actions for torts, undue injury in Sec. 3 (e) cannot be presumed even after a wrong or a violation of right has been established. Its existence must be proven as one of the elements of the crime. In fact, the causing of undue injury, or the giving of any unwarranted benefits, advantage or preference 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.

In jurisprudence, "undue injury" is consistently interpreted as "actual damage." Undue has been defined 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." Actual damage, in the context of these definitions, is akin to that in civil law. In turn, actual or compensatory damages of a person is defined by Art. 2199, Civil Code, as "such pecuniary loss suffered by him as he has duly proved." xxx

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<sup>77</sup> *Braza v. Sandiganbayan*, G.R. No. 195032, February 20, 2013.

<sup>78</sup> G.R. No. 192591, 30 July 2012.

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Fundamental in the law on damages is that one injured by a breach of contract, or by a wrongful or negligent act or omission shall have a fair and just compensation commensurate to the loss sustained as a consequence of the defendant's act. Actual pecuniary compensation is awarded as a general rule, except where the circumstances warrant the allowance of other kinds of damages. Actual damages are primarily intended to simply make good or replace the loss caused by the wrong.

Furthermore, damages must not only be capable of proof, but must actually be proven with a reasonable degree of certainty. They cannot be based on flimsy and non-substantial evidence or upon speculation, conjecture or guesswork. They cannot include speculative damages which are too remote to be included in an accurate estimate of the loss or injury.

Moreover, in *Rivera v. People*,<sup>79</sup> the Supreme Court defined the following terms: 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 course of action. "Preference" signifies priority or higher evaluation or desirability; choice or estimation above another.

Applying the foregoing pronouncements to the facts of this case, the Court finds that the last element is likewise present. It is undisputed that the Government suffered actual damages because of the unwarranted benefits granted by Villamora to Depositors Antonio and DM. As mentioned in the discussions above, the Prosecution managed to prove with moral certainty that: a) the Government through PPSBI suffered actual damages in the amount of Php 39,050,000.00; and b) that Villamora gave Depositors Antonio and DM unwarranted benefits in the form of excessive interest amounting to Php 39,050,000.00. Thus, there is sufficient evidence to hold that Villamora is guilty of the two ways by which a public official violates Section 3(e) of R.A. No. 3019, as amended.

The totality of facts and evidence on record convinces the Court that the Prosecution was able to prove the guilt of accused Villamora beyond reasonable doubt for the offense charged in the *Information*.

The penalties for violations of R.A. No. 3019, as amended are provided under Section 9:

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<sup>79</sup> G.R. Nos. 156577, 156587 and 156749, December 3, 2014.

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Section 9. Penalties for violations. — (a) Any public officer or private person committing any of the unlawful acts or omissions enumerated in Sections 3, 4, 5 and 6 of this Act shall be punished with imprisonment for not less than six years and one month nor more than fifteen years, perpetual disqualification from public office, and confiscation or forfeiture in favor of the Government of any prohibited interest and unexplained wealth manifestly out of proportion to his salary and other lawful income.

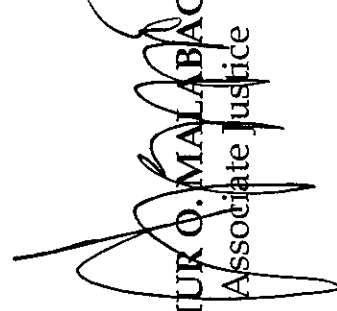
Any complaining party at whose complaint the criminal prosecution was initiated shall, in case of conviction of the accused, be entitled to recover in the criminal action with priority over the forfeiture in favor of the Government, the amount of money or the thing he may have given to the accused, or the fair value of such thing.

**WHEREFORE**, premises considered, accused **ROSEMARIE PRESTON VILLAMORA**, is hereby found **GUILTY** beyond reasonable doubt of violation Section 3(e) of Republic Act No. 3019, as amended.

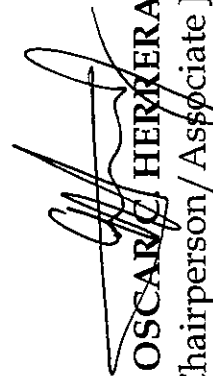
Accused is hereby sentenced to suffer indeterminate penalty of imprisonment of **SIX YEARS AND ONE (1) MONTH**, as minimum, to **EIGHT YEARS**, as maximum, with perpetual disqualification to hold public office.

As civil liability, accused is ordered to indemnify Philippine Postal Savings Bank, Inc. (now known as Overseas Filipino Bank, Inc.) the amount of Thirty-Nine Million Fifty Thousand Pesos (Php39,050,000.00) with interest at the rate of 6% per annum from the date of the finality of the decision.

**SO ORDERED.**

  
**ARTHUR O. MALABAGUIO**  
Associate Justice

We Concur:

  
**OSCAR HERRERA, JR.**  
Chairperson/ Associate Justice

  
**EDGARDO M. CALDONA**  
Associate Justice



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### 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.

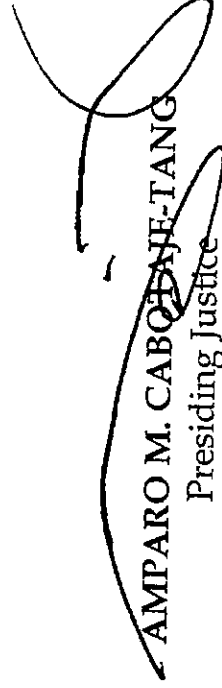


OSCAR C. HERRERA, JR.

Chairperson, Second 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

