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PARTS OF A PLEADING

FORM NO.1: COMPLAINT AFFIDAVIT

Republic of the Philippines)

_____, _____) s.s.

X- -----X

COMPLAINT AFFIDAVIT

The **UNDERSIGNED**, _____, accuses
_____, of _____, committed as follows, to wit:

That on or about _____, at about _____ in the
_____, _____, Philippines, the said accused did then
and there willfully, unlawfully, feloniously, and by means of _____,
committed _____, upon the undersigned directly by overt acts to wit:
(state the details how the crime was committed).

The undersigned executed this affidavit to attest the truthfulness of the
foregoing facts and to support the filing of Criminal Cases against
_____ for violations of
_____.

_____, this ____ day of _____, ____.

Offended Party

SUBSCRIBED AND SWORN to before me this ____ day of _____
at _____. **I HEREBY CERTIFY** that I have personally examined

the herein offended party and I am satisfied that they voluntarily executed and understood their given affidavit.

Prosecutor

WITNESSES

FORM NO.2: COMPLAINT

(Caption and Title)

COMPLAINT

, MOST RESPECTFULLY STATES THAT; COMES NOW, the plaintiff together with the undersigned counsel to this most honorable court

1. The Plaintiff is of legal age, married and a resident of _____. The Defendant is likewise of legal age, married and temporary residing at _____.
2. The Plaintiff is the owner of the two-storey house unit located at the Petersville Subdivision, Baguio City, and having the residential address of PV 123 as evidenced by pertinent documents like tax declaration and deed of sale. (EXHIBIT "A")
3. The Defendant is the lessee of the house unit that is owned by the Plaintiff as evidenced by the written contract of lease that both parties signed. (Exhibit "B")
4. The Plaintiff and the Defendant came up with a written agreement of Lease on June 26, 2007, which they both agreed upon and was duly signed by the two parties as shown in their contract of lease. (Exhibit "B")
5. Item No. 16 of the contract which the defendant signed expressly provides that he will only be occupying the property for one (1) year, after which, he will vacate the house when that term expires. (Exhibit "B")
6. The contract also provides that the defendant should also take care of the property and its premises" with the utmost diligence".
7. On June 28, 2008, the plaintiff, after returning from Japan, was surprised to discover that the defendant did not vacate the property as he expected. Worse,

he installed a “sari-sari store” in the original building structure of the house unit.

8. The plaintiff confronted the defendant about it but the defendant claimed that it was a “DEED OF SALE” which they signed and not a “CONTRACT OF LEASE” and therefore, the defendant is the new owner of the house unit.
9. On August 20, 2008, after continuous demands, the defendant constantly refuses to vacate the house unit and even invited relatives to stay with him.
10. The defendant willfully and maliciously violated the agreement which they mutually agreed upon, and which the defendant signed.

PRAYER

WHEREFORE, premises considered, it is most respectfully prayed of this Honorable Court that judgement be rendered in favor of the plaintiff and that after judgement;

- a. The defendant shall vacate the house unit owned by the plaintiff.
- b. The defendant shall be ordered to pay P 120, 000 for the Attorney’s Fees.

Such other reliefs and remedies under the premises are likewise prayed for.

_____, Philippines, this ____ day of _____ 20__.

Counsel for the Plaintiff

PTR No. 18909595:1-04-07:B.C.
IBP No, 693095:1-04-07:B.C.
Roll No. 42481:5-10-97: Manila
Rm. 4 2/F Baguio Boating Center
180 Burnham Lake, Baguio City

FORM NO.3: VERIFICATION AND CERTIFICATION OF NON-FORUM SHOPPING

VERIFICATION AND CERTIFICATION OF NON-FORUM SHOPPING

I, _____, of legal age, after having been duly sworn in accordance with law, depose and state that:

1. I am a plaintiff in the above-stated case;
2. I caused the preparation of the foregoing complaint;
3. I have read the contents thereof and the facts stated therein are true and correct of my personal knowledge and/or on the basis of copies of documents and records in my possession;
4. I have not commenced any other action or proceeding involving the same issues in the Supreme Court, the Court of Appeals, or any other tribunal or agency;
5. To the best of my knowledge and belief, no such action or proceeding is pending in the Supreme Court, the Court of Appeals, or any other tribunal or agency;
6. If I should thereafter learn that a similar action or proceeding has been filed or is pending before the Supreme Court, the Court of Appeals, or any other tribunal or agency, I undertake to report that fact within five (5) days therefrom to this Honorable Court.

Affiant

SUBSCRIBED AND SWORN to before me this ___ day of _____ 200_ at _____ affiant exhibiting to me his Community Tax Certificate No. _____ issued on _____ 200_ at _____ City.

Doc. No. ;
Page No. ;
Book No. ;
Series of 20__.

FORM NO.4: ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) SS.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the (Province/City/Municipality) of _____, personally appeared _____ with Community Tax Certificate No. _____ issued on _____ at _____ (and Tax Identification No. (T.I.N.) _____), known to me and to me known to be the same person who executed the foregoing instrument which (he/she) acknowledged to me as (his/her) free and voluntary act and deed, consisting of only _____ (____) page/s, including this page in which this Acknowledgement is written, duly signed by (him/her) and (his/her) instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL this _____ at _____, Philippines.

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of _____;

FORM NO.5: JURAT

JURAT

SUBSCRIBED AND SWORN to before me, this _____ day of _____, in the City of _____, by _____ with Passport No. _____ issued on _____ at _____.

Notary Public
Doc. No. _____;
Page No. _____;
Book No. _____;
Series of _____;

AFFIDAVITS

FORM NO.1: AFFIDAVIT OF LOSS

REPUBLIC OF THE PHILIPPINES)

) S.S.

AFFIDAVIT OF LOSS

I, **ELLEN A. ADARNA**, messenger of Raphael Enrique V. Coronado, of Legal Age, Filipino, Married, born on with residential address at 316 Palin St., Block 27, Lot 77, Ai- Ai, General Tinio, GMA, Cavite, subscribing under oath, hereby depose and state:

1. That abovementioned is the plaintiff in the case of Spouses Coronado vs Porntakers Industry Corporation filed in the Regional Trial Court of Imus City, Cavite, Branch 22, for Annulment of Title with Damages;

2. Plaintiff is entitled to the relief demanded in the complaint in whole or in part and such other relief consists in restraining the commission or continuance of the acts complained of either for a limited period or perpetually;
3. The commission or continuance of the acts complained of during the litigation will work injury to herein plaintiff and that the defendant is doing, threatens, or is about to do, or is procuring or suffering to be done the acts tending to render the judgment ineffectual;
4. That plaintiff is willing and ready to file a bond in the amount which may be fixed by the Court to the effect that he, the plaintiff, will pay the defendant all the damages which the latter may sustain by reason of the injunction if the court should finally decide that the plaintiff was not entitled thereto.

ELLEN A. ADARNA

Affiant

BEFORE ME, appears the person of **ELLEN A. ADARNA** presenting the above Affidavit, who is personally known to me or identified by me through competent evidence of identity as defined by the Notarial Rules as the person who signs the document and in my presence taken an oath or affirmation before me as to such document.

WITNESS MY HAND AND SEAL this 8th day of January, 2014 in
Imus City, Cavite

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2014.

**FORM NO.2: AFFIDAVIT IN SUPPORT OF FACTS ALLEGED IN
MOTION**

Republic of the Philippines
City of Puerto Princesa) s.s.

AFFIDAVIT IN SUPPORT OF FACTS ALLEGED IN MOTION

I, RUBEN R. PADILLA, of legal age and with residence at Blk 1, Lot 1, Brgy. Sta Monica, Puerto Princesa City, having been duly sworn, depose and say:

That I, RUBEN R. PADILLA, married and of legal age, currently working as an analyst at the Palawan Diagnostic Laboratory, Puerto Princesa City, Palawan.

That I personally know that the person named herein in the complaint and the person whom I personally know are one and the same person.

That he is my classmate in High school, and a friend of mine.

RUBEN R. PADILLA

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, A Notary public in and for the City of Puerto Princesa and the Province of Palawan this 3rd day of November 2013. Affiant personally came and appeared with Driver's License ID No. D11-125477 issued by the Land Transportation Office and valid until May 1, 2015, at Puerto Princesa City, bearing his photograph and signature, known to me as the same person who personally signed the foregoing instrument before me and avowed under penalty of law to the whole truth of the contents of said instrument

ATTY. PERCIVAL

JAMES L.

LACEBAL

Notary Public

My commission

expires

on December 31,

2011

PTR No. 906760

issued Jan. 3, 2007

IBP No. 918300 Roll

No. 13466

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of 2013;

FORM NO.3: AFFIDAVIT OF ADVERSE CLAIM

REPUBLIC OF THE PHILIPPINES)
CITY OF MAKATI) S.S.

AFFIDAVIT OF ADVERSE CLAIM

I, SASHA GREY, of legal age, Filipino, single and a resident of 2223 Washington Street, Pio del Pilar, Makati City, after having been duly sworn to in accordance with law, depose and state:

1. That on July 10, 2013, I have entered into a Deed of Conditional Sale which was acknowledged on the same date before Notary Public Juan Tamad of Makati City and entered in his Notarial Register as Doc. No. 2, Page 2, Book II, Series of 2013.

A copy of the said Deed is hereto attached as ANNEX “A” and made an integral part of this Affidavit;

2. That in the said Deed of Conditional Sale, I was the VENDEE of a certain parcel of land covered by Transfer Certificate of Title No. 111222, more particularly described as follows:
(Technical Description of Property)
3. That because I still have a balance on the purchase price in the amount of P500,000.00 which is payable within one (1) (year) from the date of signing thereof, it was stipulated in the aforementioned Deed that title and ownership over the subject property will only be transferred upon full payment of the same;
4. That the VENDOR in the said Deed of Conditional Sale agreed that upon its execution, said Deed shall be annotated in the Title with the Office of the Register of Deeds of Makati City;
5. However, since the said Deed of Conditional Sale per se could not be annotated on the Title with the Office of the Register of Deeds, I am therefore executing this Affidavit for the purpose of attesting to the truthfulness of the foregoing allegations and in support of my request for the annotation of an adverse claim over the parcel of land covered by the Transfer Certificate of Title No. 111222.

IN WITNESS WHEREOF, I have hereunto set my hand this 27TH day of January 2014 in Makati City, Metro Manila, Philippines.

SASHA GREY

Affiant

With Philippine Passport No. 123456

SUBSCRIBED AND SWORN TO before me this 27TH day of January 2014 in Makati City, Metro Manila, Philippines, affiant exhibiting to me her Philippine Passport No. 123456 issued in Manila on January 12, 2012 and valid until January 12, 2017.

Doc. No. _____;

Page No. _____;

Book No. _____;
Series of 2014.

FORM NO.4: AFFIDAVIT OF CITIZENSHIP

REPUBLIC OF THE PHILIPPINES)
CITY OF IMUS) S.S.

AFFIDAVIT OF CITIZENSHIP

I, SASHA GREY, of legal age, Filipino, respectively, and presently residing at Blk 55, Lot 66, Ibarra Homes, Tulingan, Cavite, after having been duly sworn to in accordance with law, depose and state:

1. I am a Filipino Citizen from birth until the present.
2. On 09 June 1979, my son ROCCO SIFFREDI was born in Brussels , Belguium.

3. ROCCO SIFFREDI is also a Filipino Citizen pursuant to the provisions of the 1987 Philippine Constitution.
4. At the time of birth of ROCCO SIFFREDI, both his parents, were, and still is, Filipino Citizens.
5. I therefore have executed this Affidavit to attest to the truth I mentioned herein and for whatever legal purposes it may serve.

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of February 2014 in Imus City, Cavite, Philippines.

SASHA GREY

Affiant

Voter's ID No. 5555

SUBSCRIBED AND SWORN TO before me this 3rd day of February 2014 in Imus City, Cavite, Philippines, affiant exhibiting to me her valid proof of identification.

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of 2014.

**FORM NO.5: AFFIDAVIT OF CHANGE OF MOTOR
REGISTRATION**

REPUBLIC OF THE PHILIPPINES)
CITY OF IMUS) S.S.

AFFIDAVIT OF CHANGE OF MOTOR REGISTRATION

I, SASHA GREY, of legal age, Filipino, married, and presently residing at Blk 55, Lot 66, Ibarra Homes, Tulingan, Cavite, after having been duly sworn to in accordance with law, depose and state:

1. I am the owner of a certain registered motor vehicle, which I inherited from my deceased father through intestate succession, with the particular description as follows, to wit:

MAKE: Honda
BODY: Sedan
SERIES: Civic
MODEL: 1998
PLATE NO.: UTS 101
Serial/Chassis No.: US15- 2B3509
MV FILE No.: 2477- 33438

2. However, its motor part has been recently junked, and in its stead was replaced by Motor No. C240300014.
3. I therefore have executed this Affidavit to attest the truth I mentioned herein and for whatever legal purposes it may serve.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of January 2014 in Imus City, Cavite, Philippines.

SASHA GREY

Affiant

Philippine Passport No. 123456
valid until January 13, 2018

SUBSCRIBED AND SWORN TO before me this 30th day of January 2014 in Imus City, Cavite, Philippines, affiant exhibiting to me her competent evidence of identity indicated below his above- stated name.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2014.

FORM NO. 6: AFFIDAVIT OF CHANGE OF COLOR OF MOTOR VEHICLE

REPUBLIC OF THE PHILIPPINES)
CITY OF IMUS) S.S.

AFFIDAVIT OF CHANGE OF COLOR OF MOTOR VEHICLE

I, SASHA GREY, of legal age, Filipino, married, and presently residing at Blk 55, Lot 66, Ibarra Homes, Tulingan, Cavite, after having been duly sworn to in accordance with law, depose and state:

1. I am the owner of a certain registered motor vehicle, which I inherited from my deceased father through intestate succession, with the particular description as follows, to wit:

<i>MAKE:</i>	<i>Honda</i>
<i>BODY:</i>	<i>Sedan</i>
<i>SERIES:</i>	<i>Civic</i>
<i>MODEL:</i>	<i>1998</i>
<i>PLATE NO.:</i>	<i>UTS 101</i>
<i>Serial/Chassis No.:</i>	<i>US15- 2B3509</i>
<i>MV FILE No.:</i>	<i>2477- 33438</i>

2. I recently changed the color of the said motor vehicle from color blue to pink.
3. I therefore have executed this Affidavit to cause the necessary changes in the registration of the above- mentioned vehicle in the Land Transportation Office, to attest the truth I mentioned herein and for whatever legal purposes it may serve.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of January 2014 in Imus City, Cavite, Philippines.

SASHA GREY

Affiant

Philippine Passport No. 123456

valid until January 13, 2018

SUBSCRIBED AND SWORN TO before me this 30th day of January 2014 in Imus City, Cavite, Philippines, affiant exhibiting to me her competent evidence of identity indicated below his above- stated name.

Doc. No. _____;

Page No. _____;
Book No. _____;
Series of 2014.

**FORM NO.7: AFFIDAVIT OF CESSATION OF BUSINESS
OPERATION**

Republic of the Philippines)
City of Imus) S.S.

AFFIDAVIT OF CESSATION OF BUSINESS OPERATION

I, SASHA GREY, of legal age, married, Filipino, and presently residing at Blk 55, Lot 66, Ibarra Homes, Tulingan, Cavite, after having been duly sworn to in accordance with law, do hereby depose and say:

1. That I am the Sole Proprietor of XHamster Pet Shop located at Lot 67 Caloocan Business Park, Caloocan City;
2. That said business is registered with the Bureau of Internal Revenue (BIR) on January 16, 2011 with Certificate of Registration OCN No. 189998-11;
3. That I am applying for the termination of the business effectively on January 30, 2014 because I am about to migrate to the United States;
4. That the business has no outstanding liability and obligation;
5. That I am executing this affidavit to attest to the truth of all the foregoing statements and for whatever legal purpose it may serve.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of 27th day of January, 2014 at Imus City, Cavite, Philippines.

SASHA GREY
Affiant

SUBSCRIBED AND SWORN to before me this 27TH day of January 2014 in Imus City, Cavite, Philippines, his/her competent evidence of identity by way of _____ issued at _____ on _____.

Doc No. : _____
Page No.: _____
Book No.: _____
Series of 2014.

**FORM NO.8: AFFIDAVIT OF CANCELLATION OF
ENCUMBERANCE**

REPUBLIC OF THE PHILIPPINES)
CITY OF IMUS) S.S.

AFFIDAVIT OF CANCELLATION OF ENCUMBRANCE

I, SASHA GREY, of legal age, Filipino, married, and presently residing at Blk 55, Lot 66, Ibarra Homes, Tulingan, Cavite, after having been duly sworn to in accordance with law, depose and state:

1. I am the registered owner of a parcel of land situated in Tagaytay City, with Transfer Certificate of Title No. T- 73879 of the Registry of Deeds for Tagaytay City.
2. It was annotated in the previous certificate of title, which was copied from the certificate of title in my name, "*Pursuant to Sec. 8 of Republic Act No. 26, this certificate of title is without prejudice to any party whose right or interest in the property was duly noted on the original of the reconstituted certificate of title RT- 5 (130-a-1337) at the time it was lost or destroyed.*"
3. From the time of the encumbrance was duly annotated, more than two (2) years have already lapsed since the title was transferred in my name.
4. Thus, as can be deduced from the foregoing, the cancellation of the said encumbrance is warranted and is in order.
5. I therefore have executed this Affidavit to attest the truth I mentioned herein and for whatever legal purposes it may serve.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of January 2014 in Imus City, Cavite, Philippines.

SASHA GREY

Affiant

Philippine Passport No. 123456
valid until January 13, 2018

SUBSCRIBED AND SWORN TO before me this 30th day of January 2014 in Imus City, Cavite, Philippines, affiant exhibiting to me her competent evidence of identity indicated below his above- stated name.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2014.

FORM NO.9 : AFFIDAVIT OF CANCELLATION

REPUBLIC OF THE PHILIPPINES)
CITY OF IMUS) S.S.

AFFIDAVIT OF CANCELLATION

I, SASHA GREY, of legal age, Filipino, married, and presently residing at Blk 55, Lot 66, Ibarra Homes, Tulingan, Cavite, after having been duly sworn to in accordance with law, depose and state:

1. I am presently engaged in a business under the name and style of Prime Choose Consultancy Services.
2. The business is now aiming for expansion and is now attracting other investors in the process.
3. To protect all the investors who are putting not an inconsiderable amount of capital, the plan is to change the present business organization from sole proprietorship to incorporation.
4. Thus in so doing, the cancellation of the business registration in the Department of Trade and Industry is now properly called for.
5. In changing the present organizational set- up, no creditors will be prejudiced because the business has no obligation arising from contract, other monetary claims and sources of obligation.
6. I therefore have executed this Affidavit to attest the truth I mentioned herein and for whatever legal purposes it may serve.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of January 2014 in Imus City, Cavite, Philippines.

SASHA GREY

Affiant

Philippine Passport No. 123456

valid until January 13, 2018

SUBSCRIBED AND SWORN TO before me this 30th day of January 2014 in Imus City, Cavite, Philippines, affiant exhibiting to me her competent evidence of identity indicated below his above- stated name.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2014.

FORM NO.10 : AFFIDAVIT OF BIRTH

REPUBLIC OF THE PHILIPPINES)
CITY OF IMUS) S.S.

AFFIDAVIT OF BIRTH

I, SASHA GREY, of legal age, Filipino, married, and presently residing at Blk 55, Lot 66, Ibarra Homes, Tulingan, Cavite, after having been duly sworn to in accordance with law, depose and state:

1. I was born on February 15, 1990, in Aguy, Iloilo, to spouses Marc Blazer and Nikki Benz;
2. This is supported by numerous authentic documents attached in this affidavit; and I hereby certify that the foregoing statements are correct.
3. I therefore have executed this Affidavit to attest the truth I mentioned herein and for whatever legal purposes it may serve.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of January 2014 in Imus City, Cavite, Philippines.

SASHA GREY

Affiant

Philippine Passport No. 123456
valid until January 13, 2018

SUBSCRIBED AND SWORN TO before me this 30th day of January 2014 in Imus City, Cavite, Philippines, affiant exhibiting to me her competent evidence of identity indicated below his above- stated name.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2014.

FORM NO.11: AFFIDAVIT OF AUTHORIZATION

REPUBLIC OF THE PHILIPPINES)

CITY OF IMUS) S.S.

AFFIDAVIT OF AUTHORIZATION

I, SASHA GREY, of legal age, Filipino, single, and presently residing at Blk 55, Lot 66, Ibarra Homes, Tulingan, Cavite, after having been duly sworn to in accordance with law, depose and state:

1. I am the owner of a certain parcel of land in the subdivision in Tagaytay City- known as Block 1, Lot 3- which is being developed by Doroteaville Developer Corporation.
2. Through this Affidavit, I hereby authorize Mr. Cedric Lee not only to use and possess the said property but also to continue paying it in the event there are still balances to be paid to the developer, and have it consequently registered in his name.
3. I therefore have executed this Affidavit to attest to the truth I mentioned herein and for whatever legal purposes it may serve.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of January 2014 in Imus City, Cavite, Philippines.

SASHA GREY
Affiant

SUBSCRIBED AND SWORN TO before me this 30th day of January 2014 in Imus City, Cavite, Philippines, affiant exhibiting to me her Philippine Passport No. 123456 issued in Manila on January 12, 2014 and valid until January 13, 2018.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2014.

FORM NO 12: AFFIDAVIT OF ALTERATION

REPUBLIC OF THE PHILIPPINES)
CITY OF IMUS) S.S.

AFFIDAVIT OF ALTERATION

I, SASHA GREY, of legal age, Filipino, single, and presently residing at Blk 55, Lot 66, Ibarra Homes, Tulingan, Cavite, after having been duly sworn to in accordance with law, depose and state:

1. As Assistant Treasurer of the Salinas Electrical Company Inc., I issued in such capacity the Charge Invoice No. 7095 dated 06 July 2009 to the Manila Electric Company;
2. However, the first digit in the serial number of the said Charge Invoice, which was number seven (7), appeared to be unclear and thus unreadable;
3. To remedy the problem, i caused the superimposition of such first digit with no other purpose than to make it clear to the person/s concerned or in whose favour the same was issued;
4. The same was done in good faith and for no other reason than to directly address the problem and pursuant to the purpose stated in the immediately preceding paragraph.
5. I therefore have executed this Affidavit to attest to the truth I mentioned herein and for whatever legal purposes it may serve.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of January 2014 in Imus City, Cavite, Philippines.

SASHA GREY
Affiant

SUBSCRIBED AND SWORN TO before me this 30th day of January 2014 in Imus City, Cavite, Philippines, affiant exhibiting to me her Philippine Passport No. 123456 issued in Manila on January 12, 2014 and valid until January 13, 2018.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2014.

FORM NO.13: AFFIDAVIT OF AGGREGATE LAND HOLDINGS

REPUBLIC OF THE PHILIPPINES)
CITY OF ILOILO) S.S.

AFFIDAVIT OF AGGREGATE LANDHOLDINGS

I, NANA OGUYA, of legal age, Filipina, married and a resident of Balabago, Jaro, Iloilo City, after having been duly sworn to in accordance with law, depose and state:

1. That I am the VENDEE of a parcel of land located at Brgy. Fooday, Miag-ao, Iloilo with an area of TWENTY THOUSAND TWO HUNDRED (20,200) square meters, more or less, covered by Original Certificate of Title No. 54321;
2. That aside from the above-mentioned parcel of land, I do not own any agricultural land in Miag-ao, Iloilo or anywhere in the Philippines;
3. That I am executing this affidavit to attest to the truth of the foregoing facts and for whatever legal intents and purposes that it may legally serve;

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of January 2014 in Iloilo City, Metro Manila, Philippines.

NANA OGUYA
Affiant
Voter's ID No. 5555

SUBSCRIBED AND SWORN TO before me this 27th day of January 2014 in Iloilo City, Philippines, affiant exhibiting to me his valid proof of identification.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2014.

FORM NO.14: AFFIDAVIT OF CONSENT AND SUPPORT

Republic of the Philippines)
) s.s.

AFFIDAVIT OF CONSENT AND SUPPORT

I, **RAPHAEL ENRIQUE V. CORONADO**, of legal age, Filipino, married to Ellen A. Adarna, and presently residing at Blk. 5, Lt. 20, Narra Homes, Imus City, Cavite, after being duly sworn to in accordance with law do hereby depose and say:

- 1) That I am the father of minor children **MARIO MAURER CORONADO** born on December 4, 1996, **B. JOHN LLOYD CORONADO**, born on 09 February 1998, and **C. KATHRINE BERNARDO CORONADO**, born on 28 September 1999;
- 2) That I am giving my consent for my children to travel abroad to be accompanied by my wife, Ellen A. Adarna;
- 3) That my wife and I are sponsoring their trip and financially capable to support their stay abroad;
- 5) That I guarantee that they will not violate any existing laws of their country of destination (FRANCE) and
- 6) That I am executing this affidavit in connection with my children application for a passport at the Department of Foreign Affairs and/or travel clearance from the Department of Social Welfare and Development for their travel abroad.

IN WITNESS HEREOF, I hereunto set my signature at the _____, this _____ day of _____.

RAPHAEL ENRIQUE V. CORONADO

Affiant
(Father)

BEFORE ME, appears the person of Raphael Enrique V. Coronado presenting the above Affidavit, who is personally known to me or identified by me through competent evidence of identity as defined by the Notarial Rules as the person who signs the document and in my presence taken an oath or affirmation before me as to such document.

WITNESS MY HAND AND SEAL this _____ day of _____ in _____.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2013.

FORM NO.15: AFFIDAVIT OF PARENTAL CONSENT TO MARRIAGE

REPUBLIC OF THE PHILIPPINES)
CITY OF IMUS) S.S.

AFFIDAVIT OF PARENTAL CONSENT TO MARRIAGE

WE, SASHA GREY and RON JEREMY, both of legal age, Filipinos, husband and wife, respectively, and presently residing at Blk 55, Lot 66, Ibarra Homes, Tulingan, Cavite, after having been duly sworn to in accordance with law, depose and state:

1. I am/we are the parents of Rocco Siffredi born on 18 October 1998 in Grace Park, Caloocan City
2. My/Our child is intending to contract marriage with Nana Oguya in Meycauayan, Bulacan;
3. I we are giving our consent to our child, Rocco Siffredi, marrying said Nana Oguya;
4. We are executing this Affidavit for the purpose of informing the authorities concerned of the veracity of the foregoing facts and for whatever legal purposes it may serve.

IN WITNESS WHEREOF, we have hereunto set our hands this 27th day of January, 2014 in Imus City, Cavite, Philippines.

SASHA GREY
Affiant (Mother)

RON JEREMY
Affiant (Father)

SUBSCRIBED AND SWORN TO before me this 30th day of January 2014 in Imus City, Cavite, Philippines, affiant exhibiting to me her Philippine Passport No. 123456 issued in Manila on January 12, 2014 and valid until January 13, 2018.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2014.

FORM NO.16: AFFIDAVIT OF NO KNOWLEDGE

REPUBLIC OF THE PHILIPPINES)
IMUS CITY, CAVITE) S.S

AFFIDAVIT OF NO KNOWLEDGE

(CIRCUMSTANCES REGARDING PLACE AND LOCATION OF
GRANDPARENTS' MARRIAGE)

I, **SASHA GREY** of legal age, Filipino with blk. 12 lt.1, Talisay St., Ibarra Homes Subdivision, Kalayaan Uno, Imus City, Cavite, 4103, after having been duly sworn to in accordance with law, do hereby depose and say:

1. That I am the only child of **FIFTY** and **SHADES GREY**, both now deceased.
2. I am currently requesting for the late registration of the Birth Certificate of **FIFTY GREY**, whose maiden name was FIFTY CENTS, who is the daughter of One and Two Cents, in the Civil Registrar Office in Imus City, Cavite.
3. That we are causing its registration for the reason that I am in the process of claiming my mother's survivorship claims in GSIS.
4. That one of the requirements for the said late registration is the determination of the location and date of my maternal grandparents, which unfortunately cannot be retrieved anymore because the marriage certificate of my maternal grandparents got lost.

5. That I have no knowledge of any circumstances regarding the marriage of my maternal grandparents, as they died when I was still young, and thus had no clear recollection of them.
6. That I am executing this affidavit to attest the truth of the foregoing facts and for whatever legal purpose it may serve.

AFFIANTS FURTHER SAYETH NOT.

IN WITNESS WHEREOF, we have hereunto set our hands this 6th day of January 2014 at Imus City, Cavite.

SASHA GREY

Affiant

Employment SRUDC ID no. 113- 2014

BEFORE ME, appears the person of:

SASHA GREY

presenting the above JOINT AFFIDAVIT OF NO KNOWLEDGE, who are personally known to me or identified by me through competent evidence of identity as defined by the Notarial Rules as the persons who sign the document and in my presence taken an oath or affirmation before me as to such document.

SUBSCRIBED AND SWORN to before me this 6th day of January 2014 at Imus City, Cavite.

Doc. No. _____;

Page No. _____;

Book No. _____;
Series of 2014.

FORM NO.17: AFFIDAVIT OF NATURALIZATION

REPUBLIC OF THE PHILIPPINES)
CITY OF BACOR) S.S.

AFFIDAVIT OF NATURALIZATION

I, JAMAICA MAY DELA CRUZ, Filipino, of legal age, single, residing at 194 Salinas, City of Bacoor, Cavite, after being sworn to in accordance with law, deposes and say:

1. That I am the vendee in the sale of the above-described private agricultural land;
2. That I am naturalized citizen of the Philippines by virtue of a final decision of the RTC Imus Branch on February, 25 1990 ;
3. that a certified copy of my certificate of naturalization is hereto attached as Annex "A";
4. That I am qualified to acquire and hold public and private lands in the Philippines.
5. That I am executing this affidavit in all good faith and to attest the truth of the foregoing facts.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of January, 2014, in the City of Bacoor, Cavite Philippines

JAMAICA MAY DE LA CRUZ
Affiant

SUBSCRIBED AND SWORN to before me this 18th day of January, 2014, in the City of Bacoor, Cavite Philippines, affiant having exhibited to me his License No. 3790682 issued until July 29, 2016.

Doc. No. : _____;
Page No. : _____;
Book No. : _____;
Series of 2014.

FORM NO.18: AFFIVIT OF LOSS

REPUBLIC OF THE PHILIPPINES)
) S.S.

AFFIDAVIT OF LOSS

I, **ELLEN A. ADARNA**, of Legal Age, Filipino, Married, born on with residential address at 316 Palin St., Block 27, Lot 77, Ai- Ai, General Tinio, GMA, Cavite, subscribing under oath, hereby depose and state:

1. That I am the holder of a valid Philippine Passport issued by the Department of Foreign Affairs;
2. That last December 23, 2012, I placed the aforesaid passport inside my bag while I am at the Central, Commonwealth, Quezon City;
3. That when I looked for the passport inside my bag, I could no longer locate it;
4. That my said passport could not be found notwithstanding diligent efforts to locate the same and is now considered lost for all legal intents and purposes;

5. That I certify this oath to report the loss of my Philippine Passport issued by the Department of Foreign to avoid the said missing passport from being used for illegal purposes by other persons;

6. That I execute this affidavit to attest to the truth of all the foregoing facts and for securing a new Philippine passport.
Affiant further says none.

ELLEN A. ADARNA

Affiant

BEFORE ME, appears the person of **ELLEN A. ADARNA** presenting the above Affidavit, who is personally known to me or identified by me through competent evidence of identity as defined by the Notarial Rules as the person who signs the document and in my presence taken an oath or affirmation before me as to such document.

WITNESS MY HAND AND SEAL this 8th day of January, 2014 in Imus City, Cavite

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2014.

FORM NO.19: AFFIDAVIT OF INSURANCE CLAIMS

REPUBLIC OF THE PHILIPPINES)
CITY OF IMUS) S.S.

AFFIDAVIT OF INSURANCE CLAIMS

I, SASHA GREY, of legal age, Filipino, married, and presently residing at Blk 55, Lot 66, Ibarra Homes, Tulingan, Cavite, after having been duly sworn to in accordance with law, depose and state:

1. I am the owner of a certain registered motor vehicle, which I inherited from my deceased father through intestate succession, with the particular description as follows, to wit:

<i>MAKE:</i>	<i>Honda</i>
<i>BODY:</i>	<i>Sedan</i>
<i>SERIES:</i>	<i>Civic</i>
<i>MODEL:</i>	<i>1998</i>
<i>PLATE NO.:</i>	<i>UTS 101</i>
<i>Serial/Chassis No.:</i>	<i>US15- 2B3509</i>
<i>MV FILE No.:</i>	<i>2477- 33438</i>

2. On 03 October 2013 at 2 o'clock in the afternoon, the said motor vehicle met an accident.
3. This had happened while i was parking in front of a hardware store between the two motor vehicles, at the left side was an elf van, and while at the right was a car. At that time, I was carefully looking at the

car on my right, that I did not notice the elf van in the parking area. When I made a reverse turn, i hit the elf by my tail light and bumper

4. It is for that reason that i am executing this affidavit to file a claim for insurance.
5. I therefore have executed this Affidavit to attest the truth I mentioned herein and for whatever legal purposes it may serve.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of January 2014 in Imus City, Cavite, Philippines.

SASHA GREY

Affiant

Philippine Passport No. 123456

valid until January 13, 2018

SUBSCRIBED AND SWORN TO before me this 30th day of January 2014 in Imus City, Cavite, Philippines, affiant exhibiting to me her competent evidence of identity indicated below his above- stated name.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2014.

FORM NO.20: AFFIDAVIT OF INCOME

REPUBLIC OF THE PHILIPPINES)
CITY OF IMUS) S.S.

AFFIDAVIT OF INCOME

I, SASHA GREY, of legal age, Filipino, respectively, and presently residing at Blk 55, Lot 66, Ibarra Homes, Tulingan, Cavite, after having been duly sworn to in accordance with law, depose and state:

6. I have been engaged in the business of selling merchandise.
7. The business is now firmly established ever since I have started it a couple of years ago.
8. Having been engaged in this business for a long time, I already have been earning income in the amount of approximately THIRTY THOUSAND PESOS (PHP 30,000.00) a month.
9. I therefore have executed this Affidavit to attest to the truth I mentioned herein and for whatever legal purposes it may serve.

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of February 2014 in Imus City, Cavite, Philippines.

SASHA GREY
Affiant
Voter's ID No. 5555

SUBSCRIBED AND SWORN TO before me this 3rd day of February 2014 in Imus City, Cavite, Philippines, affiant exhibiting to me her valid proof of identification.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2014.

FORM NO.21: AFFIDAVIT OF ILLEGITIMACY

REPUBLIC OF THE PHILIPPINES)
CITY OF IMUS) S.S.

AFFIDAVIT OF ILLEGITIMACY

I, SASHA GREY, of legal age, Filipino, single and a resident of Blk 55, Lot 66, Ibarra Homes, Tulingan, Cavite, after having been duly sworn to in accordance with law, depose and state:

1. That I am a the mother of Rocco Siffredi who was born in Davao City on October 5, 2006 as evidenced by the attached Birth Certificate issued by the local civil registrar of Davao City;
2. That my son Rocco Siffredi was born out of wedlock;
3. That I am not legally married to his father who I no longer have any contact with;
4. That I am executing this affidavit to attest to the above facts and to confirm the illegitimate status of my child;
5. That I am further executing this affidavit to comply with the regulations of the Philippine authorities in connection with his travel to Japan and for all legal purposes and intents beneficial to my child.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of January 2014 in Imus City, Cavite, Philippines.

SASHA GREY

Affiant

Voter's ID No. 5555

SUBSCRIBED AND SWORN TO before me this 27th day of January 2014 in Imus City, Cavite, Philippines, affiant exhibiting to me her valid proof of identification.

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of 2014.

FORM NO.21: AFFIDAVIT OF IDENTITY

REPUBLIC OF THE PHILIPPINES)
CITY OF IMUS) S.S.

AFFIDAVIT OF IDENTITY

I, SASHA GREY, Filipino, of legal age, single/married to RON JEREMY, and a resident of Blk 55, Lot 66, Ibarra Homes, Tulingan, Cavite, after having been duly sworn in accordance with law, hereby depose and say:

1. That VHONGH NAVARRO and BONG NABARO are one and the same person.
2. That I executed this Affidavit of Identity for the purpose of attesting to the truth of all the foregoing statements and for whatever legal purpose it may serve.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 27th day of January 2014 in Imus City, Cavite, Philippines.

SASHA GREY

AFFIANT

SUBSCRIBED AND SWORN TO before me this 27th day of January 2014 in Imus City, Cavite, Philippines, affiant exhibiting to me his Philippine Passport No. 123456 issued in Manila on January 12, 2014 and valid until January 13, 2018.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2014.

FORM NO.22: AFFIDAVIT OF DESISTANCE

Republic of the Philippines
Fourth Judicial Region
REGIONAL TRIAL COURT
Branch 21, Imus City, Cavite

REPUBLIC OF THE PHILIPPINES,
Complainant,

-versus-

CRIMINAL CASE NO. 9935-11
FOR: Qualified Theft

JASPER SOL CRUZ,
Accused.

x -----x

AFFIDAVIT OF DESISTANCE

I, **OG SABADO**, of legal age, Filipino with postal address at c/o Imelda Bautista 448- C, YOLO Street, Pinasgsukuan, Pasay City, after having duly sworn to in accordance with law, hereby depose and state:

1. That I am the private complainant of the above-entitled criminal complaint that is now pending at Branch 21, Imus City, Cavite;

2. That after having thoroughly considered the facts and circumstances surrounding the case, I realized that the case filed against the respondents was merely on account of misunderstanding and misapprehension of the facts and I am requesting for the dismissal of the case against him;

3. That for the record, I am no longer interested in prosecuting this case and will further desisting there from;

4. I am executing this Affidavit of Desistance without Force, Intimidation, Undue Influence of threats exerted upon me and to the best of my knowledge and ability, and realizes that once the charge is dismissed, the same cannot be refilled, reinstate or revived anymore.

5. Further, I executing this Affidavit of Desistance to attest to the truthfulness of all the foregoing facts and for the purpose of securing a dismissal of the above-entitled criminal complaint against the respondent.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of January, 2014 at Temporary Village, Imus City.

OGSABADO

Affiant

SWORN ATTESTATION

BEFORE ME, appears the person of OGSABADO presenting the above Affidavit of Desistance, who is personally known to me or identified by me through competent evidence of identity as defined by the Notarial Rules as the person who signs the document and in my presence taken an oath or affirmation before me as to such document.

WITNESS MY HAND AND SEAL this 9th day of January 2014 in Imus City.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2014.

FORM NO.23: AFFIDAVIT OF DECLARATION OF OWNERSHIP

REPUBLIC OF THE PHILIPPINES)
CITY OF IMUS) S.S.

AFFIDAVIT OF DECLARATION OF OWNERSHIP

I, SASHA GREY, of legal age, Filipino, single, Manager of Rubinzons Corporation, after having been duly sworn to in accordance with law, depose and state:

1. That said Corporation is the owner of certain parcel of land, more particularly described as follows:

TCT No. T-2222

A PARCEL OF LAND (Lot 32 of the consolidation-subdivision plan (LRC) Pcs-5141, being a portion of the consolidation of Lots 1 and 2, Psu-112287 Amd., LRC (GLRO) Rec. No. N-17511), situated in the Dist. Of Concepcion, City of Sta. Rosa, Laguna, Island of Luzon. Bounded on the NE., points 3 to 6, by Lot 85;

on the S., points 6 to 1 by Lot 30; on the SW., points 1 to 2, by Lot 31; and on the N., points 2 to 3 by Lot 35, all of the consolidation-subdivision plan. Beginning at a point marked "1" on plan, being N. 51 deg. 36' E., 1321.76 m. from B.L.L.M. No.1, Sta. Rosa, Laguna

2. That the said aforementioned Transfer Certificate of Title over said property includes and contains all the permanent improvements and buildings located and situated thereon;
3. That I execute this Affidavit to attest and declare the truth of the foregoing facts and for whatever legal purposes that this Affidavit may serve.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of January 2014 in Imus City, Cavite, Philippines.

SASHA GREY
Affiant

SUBSCRIBED AND SWORN TO before me this 27th day of January 2014 in Imus City, Cavite, Philippines, affiant exhibiting to me his Philippine Passport No. 123456 issued in Manila on January 12, 2014 and valid until January 13, 2018.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2014.

FORM NO.24: AFFIDAVIT OF CONSOLIDATION OF OWNERSHIP

REPUBLIC OF THE PHILIPPINES)
CITY OF IMUS) S.S.

AFFIDAVIT OF CONSOLIDATION OF OWNERSHIP

I, SASHA GREY, of legal age, Filipino, single and a resident of Blk 55, Lot 66, Ibarra Homes, Tulingan, Cavite, after having been duly sworn to in accordance with law, depose and state:

1. That in the public auction conducted by the City Sheriff of Makati City on September 3, 2012 pursuant to the provisions of Act No. 3135 as amended, the undersigned affiant became the purchaser of a certain foreclosed property with all its improvements, more particularly described as follows:

TCT No. T-2222

A PARCEL OF LAND (Lot 32 of the consolidation-subdivision plan (LRC) Pcs-5141, being a portion of the consolidation of Lots 1 and 2, Psu-112287 Amd., LRC (GLRO) Rec. No. N-17511), situated in the Dist. Of Concepcion, City of Sta. Rosa,

Laguna, Island of Luzon. Bounded on the NE., points 3 to 6, by Lot 85; on the S., points 6 to 1 by Lot 30; on the SW., points 1 to 2, by Lot 31; and on the N., points 2 to 3 by Lot 35, all of the consolidation-subdivision plan. Beginning at a point marked "1" on plan, being N. 51 deg. 36' E., 1321.76 m. from B.L.L.M. No.1, Sta. Rosa, Laguna

2. That the said Sheriff sold the above-described property with all the improvements and buildings thereon to the undersigned affiant as the highest bidder for the sum of ONE MILLION PESOS (P1,000,000.00), Philippine Currency;
3. That That a Certificate of Sale at Public Auction was issued by the said Sheriff in favor of the undersigned affiant and the same was duly registered with the Office of the Registry of Deeds of Makati City on September 14, 2012 as Entry No. 123 on the aforementioned title;
4. That a Certificate of Sale at Public Auction was issued by the said Sheriff in favor of the undersigned affiant is proper and in accordance with law.

WHEREFORE, by failure of the Mortgagor to redeem the said property, I am executing this Affidavit for the purpose of consolidating title and ownership of the above-described property with all the improvements and buildings thereon, as provided for by law, and I am requesting the Office of the Registry of Deeds to register the same and issue a new title in the name of the undersigned affiant.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of January 2014, in Imus City, Cavite, Philippines.

SASHA GREY
Affiant

SUBSCRIBED AND SWORN TO before me this 27th day of January 2014, in Imus City, Cavite, Philippines, affiant exhibiting to me her Philippine

Passport No. 123456 issued in Manila on January 12, 2014 and valid until January 12, 2017.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2014.

FORM NO.25: AFFIDAVIT FOR PRELIMINARY ATTACHMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF BACCOOR) S.S.

AFFIDAVIT FOR PRELIMINARY ATTACHMENT

I, JAMAICA MAY DELA CRUZ, Filipino, of legal age, single, residing at 194 Salinas, City of Bacoor, Cavite, after being sworn to in accordance with law, deposes and say:

1. That I am the plaintiff above-entitled case;
2. That a sufficient cause of actions exists against the defendant named therein;
3. That this action is one of those specifically mentioned in Sec. 1 of Rule 57 of the Rules of Court, whereby a writ of preliminary attachment may lawfully issue, namely:

“ in an action against a party who has removed or deposed of his property, or is about to do so, with intent to defraud his creditors;”

4. That there is no sufficient security for the claim sought to be enforced by the present action;
5. That the amount due to the plaintiff in the above-entitled case is as much as the sum for which an order of attachment is proper.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of January, 2014, in the City of Bacoor, Cavite Philippines

JAMAICA MAY DE LA CRUZ
Affiant

SUBSCRIBED AND SWORN to before me this 18th day of January, 2014, in the City of Bacoor, Cavite Philippines, affiant having exhibited to me his License No. 3790682 issued until July 29, 2016.

Doc. No. : _____;
Page No. : _____;
Book No. : _____;
Series of 2014.

FORM NO.26: AFFIDAVIT OF UNDERTAKING

REPUBLIC OF THE PHILIPPINES)
) S.S

AFFIDAVIT OF UNDERTAKING

I, **RAPHAEL ENIRQUE V. CORONADO**, of legal age, Filipino, married, with residence at Blk. 5, Lot 20, Narra Homes, Imus City, Cavite after having been duly sworn to in accordance with law, do hereby depose and say:

7. That I am presently assigned by our Horsepower Agency in VELTLOG Realty Corporation as Floor Manager.

8. That the said assignment commenced on January 3, 2014.

9. That upon my resignation, or separation from employment from our agency, I undertake not to secure an employment to any realty corporation which is a direct or indirect competitor of VELTLOG.

10. That I also undertake not to reveal any company secret or any knowledge or information which I obtained directly or indirectly from VELTLOG in the course of my assignment as Floor Manager.

11. That in case of breach of this Undertaking, I, willingly and voluntarily without fear or intimidation employed by VELTLOG to indemnify the latter for all damages and losses that might result from my disclosure of any company secrets or information which are prejudicial to VELTLOG.

12. That we are executing this affidavit to attest the truth of the foregoing facts.

IN WITNESS WHEREOF, we have hereunto set our hands and affix our signatures on this 8th day of January, 2014, in Imus City, Cavite.

RAPHAEL ENRIQUE V. CORONADO

Affiant

BEFORE ME, appear the person of **RAPHAEL ENRIQUE V. CORONADO** presenting the above Affidavit, who are personally known to me or identified by me through competent evidence of identity as defined by the Notarial Rules as the persons who sign the document and in my presence taken an oath or affirmation before me as to such document.

WITNESS MY HAND AND SEAL this 8TH day of January 2014 in Imus City, Cavite.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2014.

FORM NO.27: JOINT AFFIDAVIT OF TWO DISINTERESTED PERSONS

REPUBLIC OF THE PHILIPPINES)
IMUS CITY, CAVITE) S.S

JOINT AFFIDAVIT OF TWO DISINTERESTED PERSONS

We, **FIFTY CENTS GREY** and **SHADES O. GREY**, both of legal age, Filipinos and residents of Block 5 Lot 2 Phase 4, Perla Street, Kalayaan

Cinco, Immortal Village Village 8, Imus City, after having been duly sworn to in accordance with law, do hereby depose and say:

1. That we personally know JOLINA MAGDANGAL and SHAINA MAGDANGAL since their parents, PEDRO V. MAGDANGAL and JOYCE Q. MAGDANGAL are neighbors and close friends of ours;
2. That we are fully cognizant of the fact that SPOUSES PEDRO V. MAGDANGAL and JOYCE Q. MAGDANGAL got married in Malabon City, Metro Manila sometime in April 20, 1993. Photocopy of the marriage contract is hereto attached as Annex "A";
3. That the above-named persons are known in our barangay;
4. That the date of marriage appearing in the certificates of live birth of JOLINA MAGDANGAL and SHAINA MAGDANGAL, August 16, 1981 and August 16, 1980, respectively, was erroneously written.

Photocopies of the certificates of live birth are hereto attached as Annexes "B" and "C";

5. That the true and correct date of marriage of SPOUSES PEDRO V. MAGDANGAL and JOYCE Q. MAGDANGAL is March 19, 1992;
6. That we come to know the abovementioned facts because we are good friends of the above-mentioned couple, living in the same neighborhood and close friends of their family;
7. That we are not in anyway related to the above mentioned person nor do we have pecuniary interest in this matter whatsoever;

8. That we are executing this affidavit to attest the truth of the foregoing facts and for whatever legal purpose it may serve.

AFFIANTS FURTHER SAYETH NOT.

IN WITNESS WHEREOF, we have hereunto set our hands this 4th day of January 2014 at Imus City, Cavite.

FIFTY CENTS GREY

Affiant
Senior Citizens ID
with no. 114150

SHADES O. GREY

Affiant
Senior Citizens ID
with no. 18820

BEFORE ME, appear the persons of:

FIFTY CENTS GREY

SHADES O. GREY

presenting the above **JOINT AFFIDAVIT OF TWO (2) DISINTERESTED PERSONS**, who are personally known to me or identified by me through competent evidence of identity as defined by the Notarial Rules as the persons who sign the document and in my presence taken an oath or affirmation before me as to such document.

SUBSCRIBED AND SWORN to before me 4th day of January 2014 at Imus City, Cavite.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2014.

FORM 28: AFFIDAVIT OF SINGLE STATUS

REPUBLIC OF THE PHILIPPINES)
CITY OF IMUS) S.S.

AFFIDAVIT OF SINGLE STATUS

I, SASHA GREY, of legal age, Filipino, respectively, and presently residing at Blk 55, Lot 66, Ibarra Homes, Tulingan, Cavite, after having been duly sworn to in accordance with law, depose and state:

1. THAT I have never contracted any marriage in the Philippines or elsewhere and I remain SINGLE to this very day and hour;

2. THAT there is no legal impediment for me to contract marriage under the Philippine Laws;
3. THAT I am executing this Affidavit for the purpose of complying with the requirements relating to my forthcoming marriage to RON JEREMY in Caloocan City;
4. THAT I declare that the statements made in this affidavit are true and correct and I am willing to bear all the legal responsibilities arising therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of January 2014 in Imus City, Cavite, Philippines.

SASHA GREY

Affiant

Voter's ID No. 5555

SUBSCRIBED AND SWORN TO before me this 27th day of January 2014 in Imus City, Cavite, Philippines, affiant exhibiting to me her valid proof of identification.

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of 2014.

FORM NO.29: AFFIDAVIT OF SERVICE

REPUBLIC OF THE PHILIPPINES)
) S.S.

AFFIDAVIT OF SERVICE

I, ELLEN A. ADARNA, of legal age, with residential address at 316 Palin St., Block 27, Lot 77, Ai- Ai, General Tinio, GMA, Cavite, after being sworn in accordance with law depose and state:

That I am the wife of RAPHAEL ENRIQUE V. CORONADO.

That on 26 July 2013, Rica Kaye O. Lomibao, President of XHamsters Corporation, personally went to the business office of my husband to talk with him and settle her financial obligations.

As my husband was not around during that time, I personally handed to Rica Kaye O. Lomibao a demand letter dated sometime in the month of June 2012 as per my husband's instruction.

However, Rica Kaye O. Lomibao refused to receive the demand letter and told me instead that she will just talk and settle her obligation to my husband personally.

That I am executing this affidavit in all good faith and to attest the truth of the foregoing facts.

AFFIANT FURTHER SAYETH NONE.

ELLEN A. ADARNA

Affiant

BEFORE ME, appears the person of ELLEN A. ADARNA presenting the above Affidavit of Service, who is personally known to me or identified by me through competent evidence of identity as defined by the Notarial Rules as the person who signs the document and in my presence taken an oath or affirmation before me as to such document.

WITNESS MY HAND AND SEAL this ____ day of August 2014 in _____.

Doc. No. ____;

Page No. ____;

Book No. ____;

Series of 2014.

FORM NO.30: AFFIDAVIT OF SELF- ADJUDICATION

REPUBLIC OF THE PHILIPPINES)
CITY OF IMUS) S.S.

AFFIDAVIT OF SELF- ADJUDICATION

I, SASHA GREY, of legal age, Filipino, respectively, and presently residing at Blk 55, Lot 66, Ibarra Homes, Tulingan, Cavite, after having been duly sworn to in accordance with law, depose and state:

1. I am the sole heir of the late HUGH HEFNER, being his only biological daughter;

2. The late HUGH HEFNER passed away on January 2, 2014, and died without any last will and testament;

3. At the time of death my father, he had no debts, liabilities or obligations to any persons, agency or institution;

4. The only property left by my late father is a house and lot, more particularly described as follow:

TCT No. T-2222

A PARCEL OF LAND (Lot 32 of the consolidation-subdivision plan (LRC) Pcs-5141, being a portion of the consolidation of Lots 1 and 2, Psu-112287 Amd., LRC (GLRO) Rec. No. N-17511), situated in the Dist. Of Concepcion, City of Sta. Rosa, Laguna, Island of Luzon. Bounded on the NE., points 3 to 6, by Lot 85; on the S., points 6 to 1 by Lot 30; on the SW., points 1 to 2, by Lot 31; and on the N., points 2 to 3 by Lot 35, all of the consolidation-subdivision plan. Beginning at a point marked "1" on plan, being N. 51 deg. 36' E., 1321.76 m. from B.L.L.M. No.1, Sta. Rosa, Laguna

5. As sole heir of the herein decedent, I hereby adjudicate the abovementioned property solely for and in my name as well as any and all liabilities arising from the said property;

6. I hereby execute this affidavit for the purpose of processing the transfer of the said property in my name, the settlement of the estate of the late HUGH HEFNER, as well as for the release of any other claim or benefit in relation to his death before any government/private office and banking institution and for any other legal purpose this may best serve.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of January 2014 in Imus City, Cavite, Philippines.

SASHA GREY

Affiant

Voter's ID No. 5555

SUBSCRIBED AND SWORN TO before me this 27th day of January 2014 in Imus City, Cavite, Philippines, affiant exhibiting to me her valid proof of identification.

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of 2014.

FORM NO.31: AFFIDAVIT OF PUBLICATION

REPUBLIC OF THE PHILIPPINES)

) S.S.

AFFIDAVIT OF PUBLICATION

I, **DIANA ZUBIRI**, of legal age, Filipino, single, born on with business address at 567 Ogbaog Street, General Rojopotsu Avenue, Cavite City, Cavite, after being duly sworn in accordance with law, hereby depose and state:

5. That I am the Advertising Director of BDSM Inc. that publishes Tiktik Magazine, a newspaper of general circulation in the Philippines, printed and published in Port Area, Quezon City;
6. That a NOTICE OF PUBLICATION- ORDER AND SUMMONS (by publication) Raphael Enrique V. Coronado, petitioner, -versus- Ellen A. Adarna, respondent, Civil Case no. C-QTZ-24-25285-D for: Declaration of Nullity of Marriage, RTC, National Capital Judicial Region, Branch 113, Pasay City.

A printed copy of which is hereto attached, was published in the said newspaper on July 26 and August 09, 2013.

AFFIANT FURTHER SAYETH NAUGHT.

DIANA ZUBIRI

Affiant

BEFORE ME, appears the person of DIANA ZUBIRI presenting the above Affidavit, who is personally known to me or identified by me through competent evidence of identity as defined by the Notarial Rules as the person

who signs the document and in my presence taken an oath or affirmation before me as to such document.

WITNESS MY HAND AND SEAL this 8th day of January, 2014 in
Imus City, Cavite

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2014.

**FORM NO.32: AFFIDAVIT TO USE THE SURNAME OF THE
FATHER/ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)
CITY OF IMUS) S.S.

**AFFIDAVIT TO USE THE SURNAME OF THE
FATHER/ACKNOWLEDGMENT**

I, SASHA GREY, of legal age, Filipino, respectively, and presently residing at Blk 55, Lot 66, Ibarra Homes, Tulingan, Cavite, after having been duly sworn to in accordance with law, depose and state:

1. That I am the biological mother of ROCCO SIFFREDI.
2. That the biological father of the child is RON JEREMY.
3. That my child ROCCO SIFFREDI was born on 18 October 1998 in Grace Park, Caloocan City;
4. That the facts of birth of my child were duly registered at the Office of the Caloocan City Civil Registrar.
5. That I, RON JEREMY being the father of ROCCO SIFFREDI, hereby acknowledged and recognized him as my child and legal heir.
6. That I am allowing my child ROCCO SIFFREDI to use my surname JEREMY to be his surname in his Certificate of Live Birth.
7. That I execute this affidavit to attest to the truth of the above facts in compliance with the provisions of Republic Act No. 9255.

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of February 2014 in Imus City, Cavite, Philippines.

SASHA GREY

Affiant

Voter's ID No. 5555

SUBSCRIBED AND SWORN TO before me this 3rd day of February 2014 in Imus City, Cavite, Philippines, affiant exhibiting to me her valid proof of identification.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2014.

CORPORATION FORMS

FORM NO.1: AFFIDAVIT OF NON-OPERATION

REPUBLIC OF THE PHILIPPINES)
City/Municipality of _____) S.S.

X-----X

AFFIDAVIT OF NON-OPERATION

I, the undersigned Corporate Secretary of _____ Corporation, a domestic corporation duly organized and existing by virtue of the laws of the Republic of the Philippines, with principal office at _____, Philippines, DO HEREBY CERTIFY:

1. That after its incorporation in _____, the aforesaid corporation has not yet started its operation nor commenced the transaction of its business until the present date;
2. As such, I am executing this affidavit to attest to the truth of the foregoing.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ in _____, Philippines.

CORPORATE SECRETARY

(JURAT)

FORM NO.2: NOTICE OF CALL

(Name of Corporation)

NOTICE OF CALL

Notice is hereby given that at a meeting of the board of directors of the _____ held on _____, 2____, unpaid subscriptions to the capital stock of the corporation (or the percentage thereof declared due) were declared due and payable to the principal office of the corporation at _____ on _____, 2_____.

All stock upon which the subscription, with interest accrued, has not been paid on _____, 2____, will be delinquent and advertised for sale at public auction, and unless payment of the subscription, with interests and costs accrued, is made before sale of the stock, same will be sold on _____, 2____ to pay the amount of the subscription and accrued interest together with the costs of advertising and expenses of sale.

_____, 2_____.

(Secretary)

FORM NO.3: NOTICE OF PRE-EMPTIVE RIGHTS

Date: _____

TO: _____

NOTICE OF PRE-EMPTIVE RIGHTS

Dear Valued Stockholder:

Please be informed that in connection with the application of the corporation to amend its Articles of Incorporation increasing its authorized capital stock from _____ PESOS to _____ PESOS – common shares (which amendment was approved by the stockholders representing more than 2/3 of the outstanding capital stock at the annual stockholders’ meeting and unanimously approved by the Board of Directors in the Board meeting, both held _____), you may now exercise your pre-emptive rights to subscribe to the increase in the authorized capital stock in proportion to your present shareholding.

Considering that the corporation needs to process the increase as soon as possible in line with its expansion programs for this year, you are hereby given (10) days from receipt of this NOTICE within which to exercise your pre-emptive rights, otherwise you will be deemed to have waived the same.

_____, Philippines.

Very Truly Yours,

Corporate Secretary

Noted by:

President

FORM NO.4: PROXY TO VOTE IN STOCKHOLDERS MEETING

PROXY TO VOTE IN STOCKHOLDERS MEETING

KNOW ALL MEN BY THESE PRESENTS:

That I, _____, Filipino, of legal age, (single/married/widow), and a resident of _____, Philippines, do hereby constitute and appoint Name of Proxy, who is also of legal age, Filipino, (single/married/widow), and a resident of _____, Philippines, to represent me and vote the _____ (_____) shares of the capital stock appearing in my name at the Annual Stockholders Meeting of Name of Corporation, to be held on _____.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 2____, at the City of _____, Philippines.

STOCKHOLDER

Accepted by:

PROXY

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

FORM NO.5: RESOLUTION DECLARING CASH DIVIDEND

RESOLUTION DECLARING CASH DIVIDEND

of

(Name of Corporation)

RESOLVED, that cash dividend of _____ percent is hereby declared, payable on _____, 2 _____, to stockholders of record at the close of business on _____, 2 _____.

Approved this _____ day of _____, 2 _____.

(Sgd.) _____

(Directors)

Countersigned:

(Secretary)

FORM NO.6: UNDERTAKING TO CHANGE CORPORATE NAME

UNDERTAKING TO CHANGE CORPORATE NAME

Date _____

The Honorable Commissioner
Securities and Exchange Commission
SEC Building, EDSA
Greenhills, Mandaluyong
Metro Manila

Sir:

In connection with the registration of the articles of Incorporation of _____, the undersigned representative and on behalf of the organizers thereof, hereby manifest our willing-ness to change its corporate name in the event that another person, firm or entity has acquired a prior right to the use of the said firm name or one deceptively or confusingly similar to it.

Very truly yours,
Corporate Legal Counsel

FORM NO.7: WAIVER OF PRE-EMPTIVE RIGHTS

WAIVER OF PRE-EMPTIVE RIGHTS

I, the undersigned stockholder of *Name of Corporation*, do hereby waive my pre-emptive rights to subscribe to the increase in the authorized capital stock of the said corporation _____ (P _____) Pesos to _____ (P _____) Pesos.

_____, Philippines. _____ day of _____, 20__.

STOCKHOLDER

FORM NO.8: WAIVER TO SUBSCRIBE TO NEW STOCK

WAIVER TO SUBSCRIBE TO NEW STOCK

WE, the undersigned stockholders of _____ hereby declare:

That on _____, 2 _____, the capital stock of _____ had been duly increased from _____ to _____; that under the law by reason of such increase, we have a right to subscribe to the new stock to be issued by the Corporation in proportion to the number of shares owned and held by us in said Corporation; that we, individually, hereby voluntarily renounce and waive our right to exercise our right of pre-emption to subscribe to the new stock by reason of said increase.

Signed on this _____ day of _____,
20____.

(Sgd.) _____

(Stockholders)

FORM NO.9: TREASURER'S AFFIDAVIT

Republic of the Philippines)
City of _____) S.S.
x-----x

TREASURER'S AFFIDAVIT

I, _____, being duly sworn, depose and say:

That I have been elected by the subscribers of the corporation as Treasurer thereof, to act as such until my successor has been duly elected and qualified in accordance with the by-laws of the corporation, and that as such Treasurer, I hereby certify under oath that at least 25% of the authorized capital stock of the corporation has been subscribed and at least 25% of the subscription has been paid, and received by me in cash for the benefit and credit of the corporation.

This is also to authorize the Securities and Exchange Commission and Bangko ng Pilipinas to examine and verify the deposit in the _____ in my name as treasurer in trust for _____ in the amount of _____ (P _____) representing the paid-up capital of the corporation which is in the process of incorporation. This authority is valid and inspection of said deposit may be made even after the issuance of the Certificate of Incorporation. Should the deposit be transferred to another bank prior to or after incorporation, this will serve as authority to verify and examine the same. The representative of the Securities and Exchange Commission is also authorized to examine pertinent books and records of accounts of the corporation as well as supporting papers to determine the utilization and disbursement of our Certificate of Incorporation.

In case the said paid up capital is not deposited or withdrawn prior to the approval of the articles of incorporation, waive our right to a notice and hearing in the revocation of our Certificate of Incorporation.

Treasurer

(JURAT)

FORM NO.10: AFFIDAVIT OF NON-OPERATION

Republic of the Philippines)
City of _____) S.S.
x-----x

AFFIDAVIT OF NON-OPERATION

I, _____, of legal age, Filipino citizen, and presently residing at _____, after having been duly sworn to in accordance with law, do hereby depose and say:

1. That I am the (state position in corporation) of (state name of corporation), a corporation duly organization under the laws of the Philippines with principal office at (state office address).
2. That said corporation was incorporated on (state date of incorporation) with SEC Registration Number (state SEC registration number).
3. That to date, the corporation has not commenced operations due to (state reason/s for non-operation).
4. That The stockholders and directors of the corporation intend to commence operations in the future.

5. That I am executing this affidavit in order to attest to the truth of the foregoing and for the purpose of complying with the reportorial requirements of the Securities and Exchange Commission.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____ 2014 at _____, Philippines.

Affiant

(JURAT)

FORM NO.11: ARTICLES OF LIMITED PARTNERSHIP

ARTICLES OF PARTNERSHIP

Of

“ _____ , LTD.”

KNOW ALL MEN BY THESE PRESENTS:

These Articles of Partnership, made and executed by and among:

_____ , general partner, (citizenship), residing at
_____ ;

_____ , general partner, (citizenship), residing at
_____ ;

_____ , general partner, (citizenship), residing at
_____ ;

all of legal age, witnesseth:

1. That the above-named partners have formed a limited partnership among themselves under the name and style of _____ Ltd. ;
2. That the purposes for which said partnership is formed are:
(state the object or character of the business)
3. That the principal office of the partnership shall be located at _____ ;
4. That the term of existence of this partnership shall be _____ years from and after the execution of these articles;

5. That the capital of the partnership shall be _____ PESOS (P_____) contributed by the partners, as follows, to wit:
- _____ (general partner)..... P _____;
- _____ (limited partner) P _____;
- _____ (limited partner) P _____;
- thereby making a TOTAL CAPITAL of
..... P _____
6. That _____, general partner, is hereby designated the manager of the partnership , with a monthly salary of _____ PESOS (P_____);
7. That the profits and losses shall be apportioned among the partners of the partnership _____ (state in what proportion they shall share in the profits and in the losses).

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, this _____ day of _____, 20 ____, in _____ Philippines.

(Signature of partners)

(Witnesses)

REAL ESTATE AND PERSONAL PROPERTY FORMS

FORM NO.1: AFFIDAVIT OF CONSOLIDATION OF OWNERSHIP

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

X-----X

AFFIDAVIT OF CONSOLIDATION OF OWNERSHIP

I, _____, of legal age, Filipino, single and a resident of _____, after having been duly sworn to in accordance with law, depose and state:

1. That on _____, _____, of legal age, Filipino, single, residing at _____ sold to me a certain parcel of land under pacto de retro, executed before Notarial Public _____ and bearing Not. Reg. No. __, Page __, Book __, Series of __ of his Notarial Register (copy of the said pacto de retro sale is hereto attached as ANNEX “A”);
2. That pursuant to the deed of sale with pacto de retro, the said vendor, _____, should have exercised his right to repurchase the said property within the period of ____;
3. That the period expired on _____ without the said vendor, by himself or by any other person in his behalf complying with the condition and stipulation required for the repurchase of the said property;
4. That the said period of repurchase has not been extended, either expressly or impliedly, by affiant vendee a retro;
5. That by virtue of the said deed of sale with pacto de retro, and by the failure of the vendor, _____, to duly repurchase the property within the period stipulated, there was consolidated in the affiant, as vendee a retro, the absolute ownership of the said property. Attached hereto, as ANNEX “B,” is

an order of the Regional Trial Court of _____ issued on _____, approving and confirming the above consolidation of ownership in the name of affiant.

IN WITNESS WHEREOF, I have hereunto set my hand
this _th day of _____ in _____.

Affiant

(JURAT)

FORM NO.2: DEED OF ABSOLUTE SALE

DEED OF ABSOLUTE SALE

KNOW ALL MEN BY THESE PRESENTS:

This DEED OF ABSOLUTE SALE is made, executed and entered into by:

_____, Filipino citizen, of legal age, married to _____ and resident of _____ hereinafter referred to as the **SELLER**

-AND-

Spouses _____ and _____, of legal ages, both Filipino and with residence and postal at _____ hereinafter referred to as the **BUYER**.

WITNESSETH;

WHEREAS, the **SELLER** is the registered owner of a parcel of land with improvements located at _____ and covered by Transfer Certificate of Title No. _____ with a total area of _____ square meters more or less and more particularly described as follows:

TRANSFER CERTIFICATE OF TITLE NO. _____

(DETAILS OF THE PROPERTY)

WHEREAS, the **BUYER** has offered to buy and the **SELLER** has agreed to sell the above mentioned property for the amount of Three Million Three Hundred Thousand Pesos (Php 3,300,000.00) Philippine Currency;

NOW THEREFORE, for and in consideration of the sum of Three Million Three Hundred Thousand Pesos (Php 3,300,000.00) Philippine Currency, hand paid by the buyer to the seller, the **SELLER DO HEREBY SELL, TRANSFER, and CONVEY** by way of Absolute Sale unto the said **BUYER**, his heirs and assigns, the certain parcel of land together with all the improvements found thereon, free from all liens and encumbrances of whatever nature including real estate taxes as of the date of this sale

Seller

WITH MARITAL CONSENT:

Spouse

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

FORM NO.3: EARNEST MONEY RECEIPT AGREEMENT

EARNEST MONEY RECEIPT AGREEMENT

Received from _____ with postal address at _____, the sum of _____ covered by _____ dated _____ representing **EARNEST MONEY** for payment of a _____ Located at _____ covered by T.C.T. No. _____

This EARNEST MONEY forms part of the purchase price of _____. The balance and full payment shall be paid on or before _____.

The BUYER hereby reserves the exclusive right to purchase the aforementioned property and the SELLER cannot offer the aforementioned property to any third party until _____

Upon full payment, the SELLER shall execute a DEED OF ABSOLUTE SALE in favor of the BUYER, conveying the subject property with full warranty of a legal and valid title as provided by law, free and clear from any liens and encumbrances.

Upon execution of the DEED OF ABSOLUTE SALE, the SELLER shall undertake the payment of the Capital Gains Tax. The BUYER shall shoulder the payment of the Documentary Stamps Tax, Transfer Tax,

Registration Fee and all other expenses to transfer the title of the property under his name.

In case of voluntary cancellation of this agreement by the BUYER without any cause on the part of the SELLER or if the BUYER fails to comply with his obligations mentioned, then the SELLER shall have the right to terminate this agreement in which case the EARNEST MONEY in the amount of _____ shall be forfeited in favor of the SELLER as liquidated damages.

(DATE)

Signature over Printed Name

Signature over Printed Name

FORM NO.4: OFFER TO PURCHASE

DATE

OFFER TO PURCHASE

Re: (PROPERTY)

Dear _____,

This is to express our firm offer to buy the above stated property through our authorized brokers, _____, subject to the following terms and conditions:

Purchase Price _____

Terms and Conditions:

- 1) Upon acceptance of this offer, earnest money in the amount of _____ shall be paid and shall be credited as part of the purchase price.
- 2) The balance, in the amount of _____ shall be paid in full within ___ working days.
- 3) The Capital Gains Tax and Broker's commission shall be for the account of the SELLER, while the Documentary Stamps, Transfer Tax and Registration Fees shall be for the account of the BUYER.

Note: Revise above conditions / add or delete terms and conditions as applicable to you.

If the above terms and conditions are acceptable to you, please signify your conformity by signing on the space provided below.

Truly yours,

Conforme:

FORM NO.5: DEED OF SALE OF MOTOR VEHICLE

DEED OF SALE OF MOTOR VEHICLE

KNOW ALL MEN BY THESE PRESENTS:

That I, RONALD RAE C. DEL MUNDO , of legal age, Filipino, single and a resident of #14 Mount Ville, Muntinlupa City, for and in consideration of the amount of FOUR HUNDRED THOUSAND (4000, 000.00) PESOS, Philippine Currency, receipt of which is hereby acknowledged from PAUL JASON C. DOLENDO, of legal age, Filipino, single and a resident of #16 Lightsaber Ville, Pasay City , do hereby SELL, CEDE, TRANSFER and CONVEY unto and in favor of PAUL JASON C. DOLENDO his heirs, successors and assigns a motor vehicle particularly described as follows:

Make and Type : TOYOTA VIOS SEDAN
Motor Number : 900-87654-PP8765
Serial/Chassis No. : YT98-009754-9
Plate No. : ZSX 678
MV FILE NO. : 09978-9977
COLOR : SILVER

Free from liens and encumbrances.

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of
January 2014 at Muntinlupa City, Philippines.

RONALD RAE C. DEL MUNDO

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

FORM NO.6: DEED OF ASSIGNMENT AND TRANSFER OF RIGHTS

DEED OF ASSIGNMENT AND TRANSFER OF RIGHTS

KNOW ALL MEN BY THIS PRESENTS:

This deed made and entered into this 4th day of January, 2014 at the City of Manila, by and between:

RONALD RAE C. DEL MUNDO, Filipino Citizen, of legal age, married to JESSY MENDIOLA-DEL MUNDO with residence and postal address at 1234 Oak Lane, Standard Subdivision, Quezon City, hereinafter referred to as the "ASSIGNOR"

-and-

PAUL JASON C. DOLENDO, Filipino Citizen, of legal age, married to PATRICIA M. DOLENDO with residence and postal address at 123A Somerville Plaza Tower, 5678 Mahogany Avenue, Manila, hereinafter referred to as the "ASSIGNEE".

WITNESSETH that -

WHEREAS the ASSIGNOR is the buyer of a 2-bedroom unit, located at 18C, Beeranda Towers Condominium, 234 Taft Avenue, Manila, with an area of SEVENTY EIGHT (78) SQUARE METERS more or less, covered by Condominium Certificate Title No. 98765 of the register of Deeds of Manila, registered in the name of the Bank of the Philippine Islands.;

WHEREAS, the ASSIGNOR has offered to assign all his rights, title and interest over the above unit, as referred in said Contract to Sell and the ASSIGNEE hereby accepts the assignment in accordance with the terms herein set forth;

NOW, THEREFORE, for and in consideration of the foregoing premises and the sum of **ONE MILLION PESOS (1,000,000.00), PHILIPPINE CURRENCY**, which the ASSIGNOR hereby acknowledged to have received from the ASSIGNEE, the ASSIGNOR hereby assigns, transfers and conveys unto the ASSIGNEE, all his rights, title and interest to the aforementioned property and appurtenant interest in the Condominium project pursuant to this Agreement and the ASSIGNEE by these presents hereby accepts the assignment and agrees to be bound by the terms and conditions of the Contract to Sell and the rules and regulations, and restrictions pertaining to the said unit.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date and place first above written.

**RONALD RAE C. DEL MUNDO
DOLENDO**

ASSIGNOR

ASSIGNEE

PAUL JASON C.

Signed in the presence of:

ALLAN JAMES T. ULIT

CHRISTIAN V. CORPUZ

(ACKNOWLEDGEMENT)

FORM NO.7: CONTRACT OF LEASE

CONTRACT OF LEASE (Motor Vehicle)

KNOW ALL MEN BY THESE PRESENTS:

This contract made and executed by and between: RONALD RAE C. DEL MUNDO, of legal age, Filipino and a resident of #14 Mount Ville, Muntinlupa City, hereinafter referred to as the LESSOR; and WARNER BROS., a corporation duly organized and existing under Philippine laws with offices at 6750 Ayala, Makati City , represented by PAUL JASON C. DOLENDO of legal age and a resident of #16 Lightsaber Ville, Pasay City , hereinafter referred to as the LESSEE;

WITNESSETH:

That the parties have hereto agreed as follows:
1. That the LESSOR hereby lets and leases unto the LESSEE his motor vehicle described as follows:

MAKE: BMW SERIES 3 SEDAN

MOTOR NO. : DW-00987899-94
CHASSIS NO. : RF-9864-754

2. That the monthly rental shall be in the amount of TWENTY FIVE THOUSAND (25, 000.00), per month, payable at the end of each and every month;
3. That the term of this contract shall be one (1) year commencing on January 1, 2014 and ending on January 1, 2015 and automatically renewed from year to year unless sooner terminated by a notice of at least thirty (30) days before such termination;
4. All the expenses for the registration, insurance, tire, battery, fuel, care and maintenance of the leased unit, as well as any and all damages and liabilities caused to third parties or the public by reason of any accident whatsoever, shall be for the sole account of the LESSEE;
5. LESSEE may sublease the unit to any other person but the right of LESSOR as herein stipulated shall not be affected whatsoever.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 4th day of December 2013 at Muntinlupa City, Philippines.

RONALD RAE C. DEL MUNDO
Lessor

WARNER BROS.
Lessee

by: PAUL JASON C. DOLENDO
(authorized representative)

SIGNED IN THE PRESENCE OF :

ALLAN JAMES T. ULIT

CHRISTIAN V. CORPUZ

(ACKNOWLEDGMENT)

FORM NO.8: CHATTEL MORTGAGE

CHATTEL MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

I, (Name of Mortgagor) of legal age, single/married to _____ with postal address at _____ hereinafter known as the MORTGAGOR, and _____ of legal age, single/married to _____ with postal address at _____ hereinafter known as the MORTGAGEE, witnesseth:

That the MORTGAGOR is indebted unto the MORTGAGEE in the sum of (Amount in Words) (000,000.00), Philippine Currency, receipt of which is acknowledged by the MORTGAGOR upon the signing of this instrument, payable within a period of ____ years, with interest thereon at the rate of (____) % per annum;

That for, and consideration of , this indebtedness, and to assure the performance of said obligation to pay, the MORTGAGOR hereby conveys by way of CHATTEL MORTGAGE unto the MORTGAGEE, his heirs and assigns, the following personality now in the possession of said MORTGAGOR

MAKE :
MOTOR NO. :
SERIES :
SERIAL/CHASSIS NO. :
TYPE OF BODY :
PLATE NO. :
YEAR MODEL :
FILE NO. :

That the condition of this obligation is that should the MORTGAGOR perform the obligation to pay the hereinabove cited indebtedness of (Amount in Words) (000,000.00) together with accrued interest thereon, this chattel mortgage shall at once become null and void and of no effect whatsoever, otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this ____ day of _____ 20__ at ____ Philippines.

MORTGAGOR

MORTGAGEE

IN THE PRESENCE OF:

ACKNOWLEDGEMENT

Republic of the Philippines)
_____) S.S

BEFORE ME, personally appeared:

Name	CTC Number	Date/Place Issued
(Name of Mortgagor)	10000000	Jan 01, __ / Quezon City
(Name of Mortgagee)	10000000	Jan 11, __ / Las Pinas City

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL, on the date and place first above written.

Notary Public

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20__.

AFFIDAVIT OF GOOD FAITH

We, the undersigned MORTGAGOR AND MORTGAGEE hereby jointly and severally swear that we executed the foregoing Chattel Mortgage in order to secure the indebtedness therein and for no other purpose or purposes contrary to law.

MORTGAGOR

MORTGAGEE

FORM NO.9: DISCHARGE OF REAL ESTATE MORTGAGE

DISCHARGE OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

I, JUAN DELA CRUZ, of legal age, single and with residence and postal address at No. 17 Acacia Street, Pembo, Makati City, is the mortgagee in that Deed of Real Estate Mortgage executed by PEDRO DUHAYLUNGSOD on May 1, 2013 and noted as Doc. No. 2; Page No. 3; Book No. IV; Series of 2013, of the Notarial Register of BEN HUR, Notary Public for and in the City of Makati;

That having received the full amount of ONE HUNDRED THOUSAND PESOS (P100,000.00), Philippine Currency together with accrued interest from the Mortgagor, the said PEDRO DUHAYLUNGSOD, I do hereby forever RELEASE, DISCHARGE, and CANCEL the Mortgage mentioned above, covering Lot No. 35 with Transfer Certificate of Title No. 123456 of the Registry of Deeds of Makati City.

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of January 2014 at Makati City.

JUAN DELA CRUZ

Signed in the presence of:

MARIA MAKILING

JUAN TAMAD

ACKNOWLEDGMENT

Republic of the Philippines)

City of Makati) S.S.

BEFORE ME, a Notary Public, for and in the City of Makati, this 7th day of January 2014 personally appeared:

Name	Identification Card	Issued On/At
JUAN DELA CRUZ	SSS I.D. No. 123	1-1-11/Makati
MARIA MAKILING	SSS I.D. No. 444	4-1-11/Makati
JUAN TAMAD	SSS I.D. No. 555	5-1-11/Makati

all known to me to be the same persons who executed the foregoing instrument and hereby acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND NOTARIAL SEAL.

Doc. No. ____
Page No. ____
Book No. ____
Series of 2014.

**FORM NO.10: PETITION FOR RECONSTITUTION OF TRANSFER
CERTIFICATE OF TITLE**

Republic of the Philippines
National Capital Judicial Region
REGIONAL TRIAL COURT
Branch ____
Makati City

IN THE MATTER OF RECONSTITUTION
OF ORIGINAL COPY OF TRANSFER
CERTIFICATE OF TITLE NO. T-123456

Spec. Proc. No. ____

ALA TITULO,

Petitioner.

x ----- x

PETITION FOR RECONSTITUTION
OF TRANSFER CERTIFICATE OF TITLE

COMES NOW, petitioner ALA TITULO through counsel, unto this Honorable Court, respectfully alleges:

1. That petitioner is of legal age, married, Filipino citizen and residing at 222 Teresa Street, Valenzuela, Makati City; that respondent REGIE STER is the Register of Deeds of Makati City where he may be served with summons and other court processes;
2. That petitioner is the registered owner of a parcel of land located at 4522 Acacia Street, Pembo, Makati City and covered by Transfer Certificate of Title No. T-123456, Register of Deeds of Makati City, free of any encumbrances;
3. That on April 5, 2013 the office of the register of Deeds of Makati City was burned and all the Torrens Titles in said office including T.C.T. No. T-123456 were burned;
4. That said transfer certificate of title was never mortgaged or sold to anyone.

WHEREFORE, it is respectfully prayed that the Register of Deeds of Makati City issue a reconstituted original certificate of title based on the owner's duplicate certificate of title hereto attached in the name of herein petitioner.

Other just and equitable reliefs are likewise prayed for.

Respectfully submitted.

15 August 2013
City of Makati.

ATTY. VX YZ
Counsel for the Petitioner

**FORM NO.11: ACTION TO REMOVE CLOUD ON, OR QUIET
TITLE TO, REAL PROPERTY**

**ACTION TO REMOVE CLOUD ON, OR QUIET TITLE TO, REAL
PROPERTY**

(Caption and Title)

PETITION

COMES NOW the petitioner and respectfully avers:

1. That he is the special administrator of the estate of _____,
deceased;
2. That the deceased, during his lifetime, executed a certain deed of sale
of a piece of real estate in favor of the respondent, dated _____,

and particularly described as follows, to wit:

_____ ;

3. That the said sale is forged and fictitious, and is therefore in truth and in fact invalid;
4. That the existence of the said alleged deed of sale is prejudicial to the title of the lawful heirs of the deceased upon the above-described real property;
5. That equity demands that the said deed of sale be surrendered and cancelled, as it is a cloud upon the title of the deceased and his lawful heirs.

WHEREFORE, it is respectfully prayed that:

a. _____

b. _____

(Attorney for the Petitioner)

(Address)

**FORM NO.12: AFFIDAVIT OF ADJUDICATION BY SOLE HEIR OF
ESTATE OF DECEASED PERSON**

AFFIDAVIT

REPUBLIC OF THE PHILIPPINES
PROVINCE OF _____
MUNICIPALITY OF _____

SS }
}

I, _____, of legal age, married to _____ (or single) and now residing at _____, Philippines, after having been sworn in accordance with law, depose and say:

1. That I am the only surviving son of one, named _____ who died interstate in the municipality of _____, Philippines, on _____ as evidence by Death Certificate issued by the _____ hereto attached as ANNEX "A" and made an integral part of this Affidavit;
2. That said deceased left an estate consisting of a parcel of land measuring ____ sq.m., located in the municipality of _____, and

evidenced by Transfer of Title No. _____ of the Registry of Deeds of _____;

3. That the said parcel of land is more particularly described as follow to wit:

(Description)

4. That said deceased left no debts;
5. That the net value of said estate is not more than three thousand pesos (P 3,000.00), and is therefore exempt from the estate and inheritance taxes, as evidenced by a certificate of exemption issued by the Bureau of Internal Revenue hereto attached as ANNEX "B" and made an integral part of this affidavit;
6. That pursuant to Rule 74, Sec. 1 of the Rules of Court, I hereby adjudicate unto myself the above described real estate by means of this Affidavit and hereby files same with the Register of Deeds of _____ with the request that said adjudication be made effective without judicial proceedings as prescribed by the aforementioned Rules of Court.

IN WITNESS WHEREOF, I have hereunto set my hand this day of _____, 20____, in the _____, Philippines.

(Signature of Affiant)

JURAT

FORM NO.13: ASSIGNMENT OF REAL ESTATE IN PAYMENT OF DEBT

DEED OF ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

This DEED OF ASSIGNMENT, made and executed by and between (*full name of debtor-assignor*), Filipino, of legal age, single (*or married to _____*), with residence and post-office address at _____, hereinafter called the ASSIGNOR, and (*full name of creditor-assignee*), Filipino, of legal age, single (*or married to _____*), with residence and post-office address at _____, hereinafter called the ASSIGNEE witnesseth:

That the ASSIGNOR is indebted to the ASSIGNEE in the sum of _____ PESOS (P_____), Philippine currency and in full payment and complete satisfaction thereof, the ASSIGNOR does hereby ASSIGN, TRANSFER, and CONVEY unto the ASSIGNEE that certain real estate with all the buildings and improvements thereon situated in _____, and more particularly described as follows, to wit:

(Description of property assigned)

of which real estate the ASSIGNOR is the registered owner, his title thereto being evidence by Transfer (or Original) Certificate of Title No. _____ of the Register of Deeds of _____:

That the ASSIGNEE does hereby accept this assignment in full payment of the above-mentioned debt of _____ PESOS (P_____).

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this _____ day of _____, 20 ____, in _____ Philippines.

(Assignor)

(Assignee)

Signed in the presence of:

ACKNOWLEDGMENT

FORM NO.14: COMPLAINT FOR FORECLOSURE OF REAL ESTATE MORTGAGE

COMPLAINT FOR FORECLOSURE OF REAL ESTATE MORTGAGE

**(Caption and Title)
COMPLAINT**

COMES NOW, the plaintiff by the undersigned attorney, and unto this Honorable Court, respectfully states:

1. That both the plaintiff and the defendant are of age, and residents of _____;
2. That on _____, the defendant, in order to secure the payment of the sum of _____, acknowledged to have been received by him on said date, executed in favor of the plaintiff a first mortgage on certain real property located in _____, a true copy of said mortgage contract is hereto attached as Exh. "A", and made an integral part of this complaint.
3. That the condition of said mortgage, as stated therein, is such, that if within the period of _____ from and after the execution of same, the defendant shall pay or cause to be paid to the plaintiff, his

heirs or assigns, the said sum of _____ together with the stipulated interest of _____% per annum, then the said mortgage shall be discharged; otherwise, it shall remain in full force and effect, to be enforceable in the manner prescribed by law;

4. That the defendant has not paid or caused to be paid the mortgage debt of _____ or any part thereof, in spite of the lapse of the stipulated period;
5. That the plaintiff has demanded of the defendant to pay the above sum of _____, plus the stipulated interest, but said defendant has failed to pay the same;
6. That the defendant has also agreed in the mortgage contract that should the plaintiff foreclose the mortgage, the latter is entitled to receive the further sum of _____% of the total amount due as attorney's fees, expenses and costs.
7. That there are no other persons having or claiming an interest in the mortgaged property.

WHEREFORE, it is respectfully prayed:

- (a) That, upon due hearing, judgment be rendered: (1) ordering the defendant to pay unto the court within the reglementary period of ninety days the sum of _____ together with the stipulated interest at _____% per annum from and after _____, plus the additional sum of _____% of the total amount due as attorney's fees, expenses and costs; (2) and that in default of such payment, the above-mentioned property be ordered sold to pay off the mortgage debt and its accumulated interest, plus _____% of the total amount due as attorney's fees, expenses and costs,
- (b) That plaintiff be granted such other relief in law and equity.
_____, _____, 20 _____.

(Attorney for the Plaintiff)

(Address)

**FORM NO.15: DEED OF REPURCHASE OF LAND SOLD UNDER
PACTO DE RETRO**

DEED OF RESALE

KNOW ALL MEN BY THESE PRESENTS:

I, (*full name of vendor*) Filipino, of legal age, (*single or married to* _____), with residence and post-office address at _____; for and in consideration of the sum of _____ PESOS (P_____), Philippine currency, to me in hand paid by

(*full name of vendee*),

Filipino, of legal age, (*single or married to* _____), with residence and post-office address at _____ do hereby by these presents RESELL, RETRANSFER, AND RECONVEY unto the said _____ that certain parcel of land, with all the buildings and improvements thereon, situated in _____ and more particularly described as follows, to wit:

(*Description of land as stated in original contract of sale with pacto de retro*)

covered by Transfer (or Original) Certificate of Title No. _____ of the Registry of Deeds of _____, and which property was previously sold to me under pacto de retro by the said _____ on _____, executed before Notary Public _____, and bearing No. Reg. No. _____, Page _____, Book _____, Series of _____ of his notarial register, copy of which is hereto attached as ANNEX "A".

IN WITNESS WHEREOF, I have hereunto set my hand this day of _____, 20 _____, in _____, Philippines.

(Vendor)

With my consent:

(Vendor's wife, if any)

Signed in the presence of:

ACKNOWLEDGMENT

**FORM NO.16: DEED OF SALE OF PRIVATE AGRICULTURAL
LAND**

DEED OF SALE OF PRIVATE AGRICULTURAL LAND

AFFIDAVIT

REPUBLIC OF THE PHILIPPINES
PROVINCE OF _____
MUNICIPALITY OF _____

SS }
}

I, _____, of legal age, single (or married to _____), resident of _____, after being sworn in accordance with law, depose and say:

That I am the vendee in the sale of the above-described private agricultural land; That I am a naturalized citizen of the Philippines, by virtue of a final decision of the CFI _____ ; on _____ that a certified copy of my certificate of naturalization is hereto attached as Annex

“A”; that I am qualified to acquire and hold public and private lands in the Philippines.

(Signature of Affiant)

JURAT

FORM NO.17: DEED OF SALE OF REGISTERED LAND

DEED OF SALE

KNOWN ALL MEN BY THESE PRESENTS:

I, (*Full name of vendor*), Filipino, single/married to _____, of legal age, with residence and post-office address at _____, for and in consideration of the sum of _____ PESOS (P_____), Philippine currency, to me in hand paid by

(*Full name of vendee*),

Filipino, of legal age, with residence and post-office address at _____,

do hereby SELL, TRANSFER, and CONVEY, absolutely and unconditionally, unto the said _____ his/her heirs and assigns, that

certain parcel (or parcels) of land, together with the buildings, improvements thereon, situated in (*city or municipality, and province*) and more particularly described as follows, to wit:

(Description)

of which I am the registered owner in fee simple in accordance with the Land Registration Act, my title thereto being evidenced by Transfer (or Original) Certificate of Title No. _____, issued by the Register Deeds of _____.

It is hereby mutually agreed that the vendee shall bear all the expenses for the execution and registration of this deed of sale.

IN WITNESS WHEREOF, I have hereunto signed this deed of sale, this _____ day of _____, 20_____, at _____ (*city or municipality*), Philippines.

(Vendor)

With my consent:

(Vendor's wife)

SIGNED IN THE PRESENCE OF:

(Witness)

(Witness)

ACKNOWLEDGMENT

**FORM NO.18: DEED OF SALE OF REGISTERED LAND UNDER
PACTO de RETRO**

DEED OF SALE UNDER PACTO DE RETRO

KNOWN ALL MEN BY THESE PRESENTS:

This *Deed of Sale with Pacto de Retro* made and executed by and between

(*full name of vendor*), Filipino, of legal age, single (*or married to* _____) , with residence and post-office address at _____, hereinafter called the VENDOR, and

(*full name of vendee*), Filipino, of legal age, single (*or married to* _____), with residence and post-office address at _____, hereinafter called the VENDEE,

Witnesseth:

That the VENDOR is the absolute owner of a certain parcel of land with all the buildings and improvements thereon, situated in _____, and more particularly described as follows, to wit:

(Copy description stated in certificate of title),

his title thereto being evidenced by Transfer (*or Original*) Certificate of Title No. _____ issued by the Register of Deeds of _____ ;

That the VENDOR, for and in consideration of the sum of _____ PESOS (P_____), in Philippine currency, to him in hand paid and receipt whereof is hereby acknowledged, does hereby SELL, TRANSFER, and CONVEY, under PACTO DE RETRO unto the said VENDEE, his heirs and assigns, the above-described property with all the buildings and improvements thereon, free from all liens and encumbrances whatsoever;

That the VENDOR, in executing this conveyance, hereby reserves the right to REPURCHASE, and the VENDEE, in accepting same, hereby obligates himself to RESELL, the property herein conveyed within a period of _____ years from and after the date of this _____ instrument, for the same price of _____ PESOS (P_____), Philippine currency: Provided, however, that if the VENDOR shall fail to exercise his right to repurchase as herein granted within the period stipulated, then this conveyance shall become absolute and irrevocable, without the necessity of drawing up a new deed of absolute sale, subject to the requirements of the law regarding consolidation of ownership of real property.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this _____ day of _____, 20____, in _____, Philippines.

(Vendor)

(Vendee)

With my marital consent:

(Vendor's Wife)

Signed in the presence of:

ACKNOWLEDGMENT

FORM NO.19: DEED OF SALE OF UNREGISTERED LAND

DEED OF SALE

KNOW ALL MEN BY THESE PRESENTS:

(*Full name of vendor*), Filipino, single/married to _____, of legal age, and with residence and post-office address at _____ for and in consideration of the sum of _____ PESOS (P_____), Philippine currency, to him in hand and paid by

(*Full name of vendee*), Filipino, of legal age, with residence and post-office address at _____, DOES HEREBY SELL, TRANSFER, AND CONVEY unto the said

(*Full name of vendee*), his/her heirs and assigns, that certain parcel (or parcels of land, together with all the buildings and improvements thereon belonging to the vendor and in present possession of _____, situated in _____, and more particularly described as follows, to wit:

(Description: State nature of each piece of land and its improvements, situation, boundaries, are in square meters, whether or not the boundaries are visible on the land by means of monuments or otherwise, and in the affirmative case, in what they consist; the permanent improvements, if any, existing on the property; the page number of the assessment of each property for current year or years when registration is made; the assessed value of the property for the year.)

That it is hereby declared that the boundaries of the foregoing land are visibly by means of _____; that the permanent and improvements existing thereon consists of _____ (If none, state so; that the land is assessed for the current year at P_____ as per Tax Declaration No. _____, and the buildings and/or

improvements, at P_____ as per Tax Declaration No. _____ of the City/Provincial Assessor of _____;

The above-described real estate, not having been registered under Act No. 496 or under the Spanish Mortgage Law, the parties hereto have agreed to register this instrument under the provisions of Sec. 194 of the Revised Administrative Code, as amended by Act No. 3344.

IN WITNESS WHEREOF, the parties hereto have signed this deed this ____ day of ____, 20____ in _____, Philippines.

(Vendor)

(Vendee)

Signed in the presence of:

ACKNOWLEDGMENT

FORM NO.20: DEED OF SALE WITH MORTGAGE

DEED OF SALE WITH MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

This DEED OF SALE WITH MORTGAGE, made and executed by and between

(*Full name of vendor*), Filipino, of legal age, single (*or married to* _____) , with residence and post-office address at _____, hereinafter called the VENDOR-MORTGAGEE, and

(*Full name of vendee*), Filipino, of legal age, single (*or married to* _____), with residence and post-office address at _____, hereinafter called the VENDEE-MORTGAGOR,

Witnesseth:

That the VENDOR-MORTGAGEE is the owner in fee simple of a certain parcel of land together with all the buildings and improvements thereon, situated in _____, his title thereto being evidence by Transfer (*or*

Original) Certificate of Title No. _____ of the Registry of Deeds of _____ which land is more particularly described as follows, to wit:

(Description of land)

That for and in consideration of the sum of _____ PESOS (P_____), Philippine currency, of which amount the sum of _____ PESOS (P_____) has been paid by the VENDEE-MORTGAGOR and receipt whereof is hereby acknowledged by the VENDOR-MORTGAGEE, the said VENDOR-MORTGAGEE does hereby SELL, TRANSFER, and CONVEY unto the said VENDEE-MORTGAGOR the above-described real estate together with all the buildings and improvements thereon, free from all liens and encumbrances whatsoever;

That it is hereby agreed and stipulated that the UNPAID BALANCE of _____ PESOS (P_____), Philippine currency, of which amount the sum of _____ PESOS (P_____) shall be paid by the VENDEE-MORTGAGOR to the VENDOR-MORTGAGEE at the latter's residence, as follows, to wit:

(here state manner of payment)

That, in order to guarantee the fulfillment of the above obligations, the VENDEE-MORTGAGOR does hereby MORTGAGE unto the VENDOR-MORTGAGEE, his heirs and assigns, the real estate herein above described, together with all the buildings and improvements thereon, under the express stipulation that if the said VENDEE-MORTGAGOR shall well and truly pay or cause to be paid unto the VENDOR-MORTGAGEE the aforesaid obligations, then this MORTGAGE shall be of no further force and effect; otherwise, the same shall remain in full force and effect and shall be enforceable in the manner prescribed by law.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this _____ day of _____, 20 _____, in _____, Philippines.

(Vendor-Mortgagee) *(Vendee-Mortgagor)*

Signed in the presence of:

ACKNOWLEDGMENT

**MANIFESTATIONS/MOTIONS
AND COMMENTS**

**FORM NO.1: MANIFESTATION AND MOTION TO ISSUE
CERTIFICATE OF FULL COMPLIANCE WITH CIVIL
OBLIGATION**

**Republic of the Philippines
Fourth Judicial Region
REGIONAL TRIAL COURT
Branch 21, Imus City, Cavite**

REPUBLIC OF THE PHILIPPINES,
Complainant,

-versus-

CRIMINAL CASE NO. 9935-11
FOR: Qualified Theft

JASPER SOL CRUZ,
Accused.

x -----x

**MANIFESTATION AND MOTION TO ISSUE CERTIFICATE OF
FULL COMPLIANCE WITH CIVIL OBLIGATION**

Accused by counsel, to this Honorable Court respectfully states:

On 10 March 2012, herein parties submitted to this Honorable Court a Motion to Approve Compromise Agreement and To Render Judgment on the Basis Thereof the pertinent portion of which are, to wit:

For the settlement of the civil aspect of the above-entitled case, First Party hereby agrees to the following sum of money as the total amount of civil liability of the Second Party, to wit:

Php 200,000.00 - the total amount of money allegedly stolen by the Second Party

Php 50,000.00 - Attorney's Fee

4.3 The Second Party, upon signing hereof, hereby agrees to pay the First Party and tenders the sum:

Php 100,000.00 - as down payment of the aforesaid amount

Php 50,000.00 - as and in payment for the said Attorney's fee

The First Party hereby acknowledged receipt of the total sum of Php 100,000.00 from the second party on the date of signing this instrument to be applied for the purpose aforesaid;

The Second Party hereby agrees and undertakes to pay the remaining balance of Php 100,000.00 in four (4) equal monthly installments at Php 100,000.00 per month. The schedule of payments are as follows:

1st installment Php 25,000.00 – payable on or before April 9, 2011

2nd installment Php 25,000.00 – payable on or before May 9, 2011

3rd installment Php 25,000.00 – payable on or before June 9, 2011

4th installment Php 25,000.00 – payable on or before July 9, 2011

It is hereby agreed that the payment of the foregoing four (4) installments shall be covered by four (4) postdated checks;

The failure and/or refusal of the Second Party to replace with cash any and /or all of the above postdated check/s, if the same is/are dishonored upon presentment for payment on its due date, after five banking days from notice shall render the entire remaining obligation immediately due and demandable;

In the latter case, Second Party hereby agree that an Order of the Court for the issuance of the writ of execution shall be issued outright upon motion for the satisfaction of his remaining civil obligation;

The parties herein agree that the foregoing Compromise Agreement shall be submitted to the Honorable Court for approval.

On 09 July 2012, accused has fully complied with his full obligation by paying the total amount of TWENTY FIVE THOUSAND PESOS (Php 25,000.00) in accordance with the said Agreement.

To support its claim, the undersigned attached the bank certification, photocopies of the encashed checks and application form of BPI Managers Checks in favor of private prosecutor Atty. Jeffrey Paril Into and private complainant Og Sabado which are hereto attached as Annexes "A" to A-1,B and C respectively.

In view of the foregoing, accused prays for the issuance of the certificate of full compliance of the civil obligation and permanent dismissal of the above-entitled criminal case.

City of Manila, for Imus City, 25 July 2012.

BAQUIRAN, CORONADO & RICAFRANCA
Counsel for Accused Jasper Sol Cruz
2nd Floor, RCVJ Building,
Don P. Campa Avenue, Barrio Uno,
2662 Dasmaringas City, Cavite

by:

RAPHAEL ENRIQUE V. CORONADO
Roll No. 690069
IBP No. 990905/ 1-03-2012/Cavite
PTR No. 1678611/ 1-02-2012/Dasmaringas
MCLE Compliance No. IV- 111255

Notice of Hearing

PROSECUTOR JACK MIOF
Office of the City Prosecutor

Imus City, Cavite

CLERK OF COURT
Regional Trial Court
Branch 21, Imus City

ATTY. JEFFREY PARIL
1080 Negros Street, Balic- Balic
Sampaloc, Manila

ATTY. ALEXANDER LIQUIGAN
Unit 3C, De Quiroz Bldg.,
Aguinaldo Highway, Perpetual Village,
Palico III, Imus City, Cavite

Greetings:

Please submit the foregoing Manifestation for the consideration and approval of the Honorable Court immediately upon receipt hereof.

Copy furnished:

PROSECUTOR JACK MIOF
Office of the City Prosecutor
Imus City, Cavite

ATTY. JEFFREY PARIL
1080 Negros Street, Balic- Balic
Sampaloc, Manila

ATTY. ALEXANDER LIQUIGAN
Unit 3C, De Quiroz Bldg.,
Aguinaldo Highway, Perpetual Village,
Palico III, Imus City, Cavite

Explanation

The pleading is being filed, with copy furnished the other parties, by private couriers due to the distance of the undersigned from the Court and the said parties, making personal service thereof not practicable.

RAPHAEL ENRIQUE V. CORONADO

FORM NO. 2: MOTION OF REQUEST FOR OFFICIAL COPY

**Republic of the Philippines
Fourth Judicial Region
REGIONAL TRIAL COURT
Branch 21, Imus City, Cavite**

REPUBLIC OF THE PHILIPPINES,
Complainant,

-versus-

CRIMINAL CASE NO. 9935-
FOR: Qualified Theft

JASPER SOL CRUZ,

Accused.

x -----x

MOTION OF REQUEST FOR OFFICIAL COPY

**(OF HONORABLE COURT'S RESOLUTION DATED 23
SEPTEMBER 2010)**

Accused, by counsel, to this Honorable Court respectfully states:

Accused was formerly represented xxx by JANSEN ABESAMIS KALAW
OLAGUER LAPUZ LAW FIRM (JAKOL Law).

On 24 August 2011, accused served notice to JAKOL Law of its decision to
cease all legal representation handled by the latter on behalf of the petitioner.
Petitioner also requested JAKOL Law to make arrangements for the transfer
of all files relating to its legal representation on behalf of petitioner to the
undersigned counsel.

The undersigned counsel was engaged to act as counsel for the accused in the
above-entitled case; and thus, filed its entry of appearance on 12 September
2011.

The undersigned counsel, through petitioner, has received information that the
Honorable Court promulgated a Resolution on accused's Motion for
Reconsideration.

To date, the undersigned counsel has yet to receive an official copy of the
above-mentioned Resolution.

WHEREFORE, undersigned counsel hereby respectfully requests for an
official copy of the Honorable Court's Resolution on accused's Motion for
Reconsideration

Imus City, October 19 2011.

BAQUIRAN, CORONADO & RICAFRANCA

Counsel for Accused Jasper Sol Cruz

2nd Floor, RCVJ Building,

Don P. Campa Avenue, Barrio Uno,

2662 Dasmarinas City, Cavite

by:

RAPHAEL ENRIQUE V. CORONADO

Roll No. 690069
IBP No. 990905/ 1-03-2012/Cavite
PTR No. 1678611/ 1-02-2012/Dasmarinas
MCLE Compliance No. IV- 111255

Notice

CLERK OF COURT
Regional Trial Court
Branch 21, Imus City

Greetings:

Please submit the foregoing motion for the consideration and approval of the Honorable Court immediately upon receipt hereof.

RAPHAEL ENRIQUE V. CORONADO
FORM NO. 3: MOTION FOR ALLOWANCE TO APPEAR AS
AMICUS CURIAE

Republic of the Philippines
SUPREME COURT
Manila

PATRICIO TAN, FELIX FERRER,
JUAN M. HAGAD, SERGIO HILADO,
VIRGILIO GASTON, CONCHITA MINAYA,
TERESITA ESTACIO, DESIDERIO DEFERIA,
ROMEO GAMBOA, ALBERTO LACSON,
FE HOFILENA, EMILY JISON,
NIEVES LOPEZ AND CECILIA MAGSAYSAY,
Petitioners,

-versus-

G.R. DOCKET NO. 667-SC-901-V
FOR: Petition for Prohibition and Mandamus

THE COMMISSION ON ELECTIONS
and THE PROVINCIAL TREASURER
OF NEGROS OCCIDENTAL,

Respondent.

x -----x

MOTION FOR ALLOWANCE TO APPEAR AS AMICUS CURIAE

Movant, by himself, by special appearance to this Honorable Court, most respectfully states:

That herein Movant was an elected Senator and served during the year 1988-1995.

Movant was the principal author of Batas Pambansa Blg. 885 or “An Act Creating a New Province in the Island of Negros to be known as the Province of Negros del Norte.” Movant has extensively and exhaustively crafted the said bill during the senate deliberations for the same during the years he served as a Senator.

That the present case sprung from the construction of Sec 5(3) therein, which the committee deliberations have not accompanied an explanatory note.

That to ensure the meaningful discussion and appreciation of the issues as raised in the abovementioned case before the Honorable Court, Movant request that he be made a resource speaker to aid the Court in the case’s speedy disposition.

WHEREFORE, undersigned hereby respectfully requests that he be allowed to appear before the Honorable Court as an amicus curiae to aid the court in the speedy disposition of the present case.

City of Manila, October 19 1996.

AMBROSIO PADILLA

Movant

Notice

HONORABLE SUPREME COURT

City of Manila

Greetings:

Please submit the foregoing motion for the consideration and approval of the Honorable Court immediately upon receipt hereof.

AMBROSIO PADILLA

FORM NO. 4: MOTION FOR BILL OF PARTICULARS

Republic of the Philippines
REGIONAL TRIAL COURT
Branch 47
Puerto Princesa City, Palawan

ALEX BERMEJ

Plaintiff,

Civil case No. 5524

-versus-

FOR: DAMAGES

ROEL PONCE DE LEON

Defendant

X -----X

MOTION FOR BILL OF PARTICULARS

Defendant, by counsel and to this Honorable Court, respectfully states:

1. The complaint alleges that defendant public official, together with herein defendant movant, acting singly or collectively, and or in unlawful concert with one another, *in flagrante* breach of public trust and of sheer fiduciary obligations as public officers with gross and scandalous abuse of right and power and in brazen violation of the Constitution and laws of the Philippines, embarked upon a systematic plan to accumulate ill-gotten wealth.
2. The foregoing allegations are conclusions of law, which plaintiff should clarify and flesh them with facts and specific acts to enable defendant-movant to prepare and file a responsive answer thereto which requires information as to precise nature, character, scope and extent of plaintiff's cause of action.

WHEREFORE, defendant prays that plaintiff be ordered to file a bill of particulars of the facts and acts constituting the conclusions alleged in the complaint.

**ATTY. PERCIVAL JAMES L.
LACEBAL**
Counsel for the Defendant

NOTICE OF HEARING

Atty. Juan S. Magbanua
Counsel for the defendant
Bgy. San Pedro, Puerto Princesa City

Sir:

Please be informed that the undersigned counsel has set the foregoing Motion for Reconsideration for hearing on November 25, 2013 at 8:30 am, for

the consideration of the Honorable Court or soon thereafter as counsel maybe heard.

LACEBAL

ATTY. PERCIVAL JAMES L.

Counsel for the Plaintiff
Bgy. Sta. Monica. Puerto Princesa

City

AFFIDAVIT OF PERSONAL SERVICE

I, RUBEN R. PADILLA, of legal age and having been duly sworn depose and say:

That I am the messenger of Atty. Arnel B. Venturillo, Counsel for the defendant in the case entitled Alexander Bermejo vs. Roel Ponce de Leon, Civil Case No. 65448, and that such messenger I served upon the counsel of adverse party and other parties, the Motion for Consideration filed in said case, as follows:

Atty. Bernardo U. Goy, counsel for the Plaintiff, by personal service by delivering personally copy of said Motion upon said lawyer who acknowledged receipt there of as shown by his signature or initial on the said pleading, this 23rd day of October 2013

IN WITNESS WHEREOF, I have signed this affidavit this 24th day of October 2013 at Puerto Princesa City.

Ruben R. Padilla
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, A Notary public in and for the City of Puerto Princesa and the Province of Palawan this 24th day of October 2013. Affiant personally came and appeared with Driver's License ID No. issued by the Land Transportation Office and valid until May 1, 2015, at Puerto Princesa City, bearing his photograph and signature, known to me as the same person who personally signed the foregoing instrument before me and

avowed under penalty of law to the whole truth of the contents of said instrument

ATTY. PERCIVAL JAMES L. LACEBAL
Notary Public

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2013;

Copy furnished:

Atty. Marilen Saniel
Counsel for plaintiff
Bgy. San Pedro, PPcity

FORM NO. 5: MOTION FOR CONSOLIDATION OF CASES

REPUBLIC OF THE PHILIPPINES
REGIONAL TRIAL COURT
National Capital Judicial Region
BRANCH 113
Pasay City

RAPHAEL ENRIQUE V. CORONADO,
Petitioner,

-versus-

CIVIL CASE NO. C-QTZ-24-25285-D
For: Declaration of Nullity of
Marriage

ELLEN A. ADARNA,

Respondent

x-----x

EX PARTE MOTION FOR CONSOLIDATION OF CASES

Petitioner, by counsel, to this Honorable Court respectfully states:
This is a Petition for Declaration of Nullity of Marriage which was filed on 26 June 2013.

On the same date, a Protection Order with application for TPO and Support Pendente Lite pursuant to Administrative Matter No. 04-10-11-C or the Rules on Violence Against Women and Their Children Act involving the above-mentioned parties was filed and raffled before the Regional Trial Court of Pasay City Branch 113 with Civil Case no. BCV 2013-84.

That the two petitions involve the same parties with intertwined issues and subject matters.

WHEREFORE, it is respectfully prayed that an order be granted to consolidate the two actions in the Regional Trial Court Branch 113, Pasay City where the declaration of nullity of marriage was raffled which may tend to avoid unnecessary costs or delay and to serve the best interests of the parties and to settle expeditiously the issues involved

Imus City for Pasay City, 7 July 2013.

LOMIBAO LAW OFFICE
406 Violago Homes, Litex, Quezon City
Tel. No. 0917- 8032- 788
Email Add.: LLawOffice@yahoo.com

by:

RICA KAYE O. LOMIBAO
IBP No. 119739 CAVITE CHAPTER
PTR No. 3181314, Imus City, 1-11-12
Attorney's Roll No. 58500
MCLE Compliance No. VI-1111201

Notice

THE CLERK OF COURT
RTC Branch 113
Pasay City

Greetings:

Please submit the foregoing motion for the consideration and approval of the Honorable Court immediately upon receipt hereof.

RICA KAYE O. LOMIBAO

FORM NO. 6: URGENT MOTION FOR EARLY RESOLUTION

**Republic of the Philippines
Department of Justice
OFFICE OF THE CITY PROSECUTOR
Hall of Justice Compound, Aguinaldo Highway, Imus City**

OG SABADO,
Complainant,

-versus- NPS DOCKET NO. V-14-INV-22C-1653

JASPER SOL CRUZ,
Respondent.

X -----X

URGENT MOTION FOR EARLY RESOLUTION

Complainant, by counsel, to the Honorable Prosecutor, respectfully states that:

1. This is a criminal action for Qualified Theft under the Revised Penal Code which was filed on 06 May 2011.
2. Since then, complainant is patiently waiting for the resolution of the above-captioned case.
3. Truth to tell, private complainant has received reliable information from unimpeachable sources that respondents are processing papers to go abroad.
4. Thus, the undersigned is requesting for the early resolution of the above-entitled case so as not frustrate the ends of justice.

WHEREFORE, it is respectfully prayed that a Resolution be rendered in this case based on the evidence presented.

Other just and equitable reliefs are likewise prayed for.

Imus City, 17 December 2012.

PARIL LAW OFFICE
Counsel for Private Complainant
1080 Negros Street, Balic- Balic
Sampaloc, Manila

by:

JEFFREY PARIL
IBP#941296, Sampaloc Chapter, 12-27-2010
PTR#176413, Sampaloc, Manila, 1-2-2012
Attorney's Roll No. 48000
MCLE Compliance No. II- 0009569

MCLE Compliance No. III- 0000923
MCLE Compliance No. IV- 0007733

Copy furnished:

PROSECUTOR JACK MIOF
Office of the City Prosecutor
Imus City, Cavite

ATTY. ALEXANDER LIQUIGAN
Unit 3C, De Quiroz Bldg.,
Aguinaldo Highway, Perpetual Village,
Palico III, Imus City, Cavite

ATTY. RAPHAEL CORONADO
2nd Floor, RCVJ Building,
Don P. Campa Avenue, Barrio Uno,
2662 Dasmariñas City, Cavite

**FORM NO. 7: MOTION FOR ISSUANCE OF A HOLD DEPARTURE
ORDER**

**Republic of the Philippines
Fourth Judicial Region
REGIONAL TRIAL COURT
Branch 21, Imus City, Cavite**

REPUBLIC OF THE PHILIPPINES,
Complainant,

-versus-

CRIMINAL CASE NO. 9935-11
FOR: Qualified Theft

JASPER SOL CRUZ,

Accused.

x -----x

**MOTION FOR ISSUANCE
OF A HOLD DEPARTURE ORDER**

Private Complainant, by counsel, under the direct control and supervision of the Honorable Public Prosecutor respectfully alleges that:

This is a criminal complaint for Qualified Theft under the Revised Penal Code against the accused.

Private complainant has reliable information that said accused is intending to go abroad to evade criminal prosecution.

Consequently, to insure that accused do not leave the country to evade criminal prosecution and to guarantee that he is properly brought before the bar of justice to face his charge, it becomes imperative that he be placed in the “hold departure order” list of the Bureau;

For the guidance and information of the Court, we furnish the complete data, regarding accused JASPER SOL CRUZ to wit;

Complete Name:	JASPER SOL CRUZ
Sex	: male
Civil Status	: Separated
Complete Address	: No. 866 W. Cornetto Street, Malibay, Pasay City
Date of Birth	: May 18, 1958
Birthplace	: Tanauan, Batangas
Age	: 54 years old

Photocopy of the photograph of the JASPER SOL CRUZ is hereto attached as Annex “A” for easy reference.

WHEREFORE, premises considered, it is respectfully prayed that this Honorable Court issue an order directing the Commissioner of the Bureau of Immigration to place accused JASPER SOL CRUZ in their “Hold Departure Order” list.

Other relief and remedies just and equitable under the premises are prayed for.

City of Manila, for Imus City, 25 July 2011.

PARIL LAW OFFICE
Counsel for Private Complainant
1080 Negros Street, Balic- Balic
Sampaloc, Manila

by:

JEFFREY PARIL
IBP#941296, Sampaloc Chapter, 12-27-2010
PTR#176413, Sampaloc, Manila, 1-2-2012
Attorney's Roll No. 48000
MCLE Compliance No. II- 0009569
MCLE Compliance No. III- 0000923
MCLE Compliance No. IV- 0007733

With my conformity and
Under my control and supervision:

PROSECUTOR JACK MIOF
Asst. City Prosecutor

Notice

Office of the City Prosecutor
Imus City, Cavite

CLERK OF COURT
Regional Trial Court

Branch 21, Imus City

ATTY. RAPHAEL CORONADO
2nd Floor, RCVJ Building,
Don P. Campa Avenue, Barrio Uno,
2662 Dasmaringas City, Cavite

ATTY. ALEXANDER LIQUIGAN
Unit 3C, De Quiroz Bldg.,
Aguinaldo Highway, Perpetual Village,
Palico III, Imus City, Cavite

Greetings:

Please be notified the undersigned has requested the Branch Clerk of Court to include the foregoing Motion in the Court Calendar on August 23, 2011 at 8:30 a.m. that counsel and matter may be heard.

JEFFREY PARIL

Copy furnished:
Office of the City Prosecutor
Imus City, Cavite

ATTY. RAPHAEL CORONADO
2nd Floor, RCVJ Building,
Don P. Campa Avenue, Barrio Uno,
2662 Dasmaringas City, Cavite

ATTY. ALEXANDER LIQUIGAN
Unit 3C, De Quiroz Bldg.,
Aguinaldo Highway, Perpetual Village,
Palico III, Imus City, Cavite

Explanation

Copy of the Motion was furnished to the respondent by private courier due to the distance of the undersigned from the said parties, making personal service thereof not practicable.

JEFFREY PARIL

**FORM NO. 8: MOTION FOR LEAVE TO SERVE SUMMONS BY
PUBLICATION**

**REPUBLIC OF THE PHILIPPINES
REGIONAL TRIAL COURT
National Capital Judicial Region
BRANCH 113
Pasay City**

RAPHAEL ENRIQUE V. CORONADO,

Petitioner,

-versus-

CIVIL CASE NO. C-QTZ-24-25285-D
For: Declaration of Nullity of Marriage

ELLEN A. ADARNA,
Respondent

x-----x

**MOTION FOR LEAVE
TO SERVE SUMMONS BY PUBLICATION**

Petitioner, by counsel to this Honorable respectfully states that:

On 26 June 2013, petitioner filed a Petition for Judicial Declaration of Nullity of Marriage.

On 21 July 2013, the undersigned received a Return of Summons from Fernando Pohwz Jr., process server of the Office of the Clerk of Court and Sheriffs of Pasay City, stating to wit:

THIS IS TO CERTIFY that on July 11, 2013, undersigned tried to cause the service of Summons issued in the above-entitled case together with a copy of complaint with its annexes upon Defendant ELLEN A. ADARNA at her given address in Barangay 316 Palin St., Block 27, Lot 77, Ai- Ai, General Tinio, GMA, Cavite, but failed an unavailing on the ground that said Defendant is no longer residing at her given address. Information given by Brgy chief CVO, JESSIE VINEGAR as evidenced by his signature appearing at the bottom of the copy Summons.

WHEREFORE, the copy of Summons and Complaint is now hereby respectfully returned to the Honorable Court UNSERVED.

Pasay City, for Carmona, Cavite, this 13 day of July, 2013.

FERNANDO POWHZ, JR.
Process server

Despite the process server's diligent efforts and after being furnished with a map to the address of the respondent, the summons was returned to the court unserved. A copy of the Return of Summons is attached herewith as Annex "A".

Section 6 of the Rule on Declaration of Absolute Nullity of Void Marriages and Annulment of Voidable Marriages (Supreme Court A.M. No. 02-11-10) states the following, to wit:

Section 6. Summons. - The service of summons shall be governed by Rule 14 of the Rules of Court and by the following rules:

(1) Where the respondent cannot be located at his given address or his whereabouts are unknown and cannot be ascertained by diligent inquiry, service of summons may, by leave of court, be effected upon him by publication once a week for two consecutive weeks in a newspaper of general circulation in the Philippines and in such places as the court may order. In addition, a copy of the summons shall be served on the respondent at his last known address by registered mail or any other means the court may deem sufficient.

(2) The summons to be published shall be contained in an order of the court with the following data: (a) title of the case; (b) docket number; (c) nature of the petition; (d) principal grounds of the petition and the reliefs prayed for; and (e) a directive for the respondent to answer within thirty days from the last issue of publication.

Thus, petitioner hereby prays that summons be served on respondent by publication in accordance with the above quoted rule.

PRAYER

WHEREFORE, premises considered, it is most respectfully prayed of this Honorable Court, in accordance with A.M. No. 02-11-10, that summons be served by publication.

Other equitable reliefs are likewise prayed for.

Imus City for Pasay City, 25 July 2013.
LOMIBAO LAW OFFICE
406 Violago Homes, Litex, Quezon City
Tel. No. 0917- 8032- 788
Email Add.: LLawOffice@yahoo.com

by:

RICA KAYE O. LOMIBAO
IBP No. 119739 CAVITE CHAPTER
PTR No. 3181314, Imus City, 1-11-12
Attorney's Roll No. 58500
MCLE Compliance No. VI-1111201

Notice of Hearing

THE CLERK OF COURT
RTC Branch 113
Pasay City

HON. SOLICITOR GENERAL
134 Amorsolo St., Amorsolo Bldg.,
Legaspi Village, Makati City

OFFICE OF THE CITY PROSECUTOR
Pasay City

ELLEN A. ADARNA
316 Palin St., Block 27 Lot 77
Ai- Ai, General Tinio, GMA, Cavite

Greetings:

Please take notice that the undersigned has set the foregoing Motion for Leave to Serve Summons by Publication for the consideration and approval of this Honorable Court on July 29, 2013 at 8:30 a.m.

RICA KAYE O. LOMIBAO

Copy furnished:

HON. SOLICITOR GENERAL
134 Amorsolo St., Amorsolo Bldg.,
Legaspi Village, Makati City

OFFICE OF THE CITY PROSECUTOR
Pasay City

ELLEN A. ADARNA
316 Palin St., Block 27 Lot 77
Ai- Ai, General Tinio, GMA, Cavite

Explanation

The foregoing motion is being filed to the Honorable Court with copy therefore furnished to the Office of the Solicitor General, Office of the Provincial Prosecutor and the other party by registered mails, due to the distance of the undersigned from the said offices and other party, making personal service thereof not practicable.

RICA KAYE O. LOMIBAO

FORM NO. 9: MOTION FOR PERMANENT DISMISSAL

**Republic of the Philippines
Fourth Judicial Region
REGIONAL TRIAL COURT
Branch 21, Imus City, Cavite**

REPUBLIC OF THE PHILIPPINES,
Complainant,

-versus-

CRIMINAL CASE NO. 9935-11
FOR: Qualified Theft

JASPER SOL CRUZ,
Accused.

x -----x

MOTION FOR PERMANENT DISMISSAL

ACCUSED, by the undersigned counsel, unto this Honorable Court, most respectfully states that:

1. On 02 September 2012, an Order was issued by this Honorable Court dismissing the case provisionally with the expressed conformity of the accused. Attached is a copy of the said Order hereto marked as Annex "1" and forms and integral part hereof;
2. Under the Rules on Criminal Procedure, the provisional dismissal of the offenses punishable by imprisonment not exceeding six (6) years, shall become permanent one (1) year after the issuance of the order without the case having been revived;
3. A year had already lapsed, and the prosecution has not instituted any action to revive the case; hence, accused respectfully moves that the case be permanently dismissed.

PRAYER

WHEREFORE, premises considered and in the interest of justice, it is respectfully prayed that the Honorable Court render the case permanently dismissed.

Other reliefs just and equitable are also prayed for.
Imus City, for Pasay City, 29 December 2013.

BAQUIRAN, CORONADO & RICAFRANCA
Counsel for Accused Jasper Sol Cruz

2nd Floor, RCVJ Building,
Don P. Campa Avenue, Barrio Uno,
2662 Dasmaringas City, Cavite

by:

RAPHAEL ENRIQUE V. CORONADO
Roll No. 690069
IBP No. 990905/ 1-03-2012/Cavite
PTR No. 1678611/ 1-02-2012/Dasmaringas
MCLE Compliance No. IV- 111255

Notice

PROSECUTOR JACK MIOF
Office of the City Prosecutor
Imus City, Cavite

CLERK OF COURT
Regional Trial Court
Branch 21, Imus City

ATTY. JEFFREY PARIL
1080 Negros Street, Balic- Balic
Sampaloc, Manila

ATTY. ALEXANDER LIQUIGAN
Unit 3C, De Quiroz Bldg.,
Aguinaldo Highway, Perpetual Village,
Palico III, Imus City, Cavite

G r e e t i n g s :

Please submit the foregoing motion for the consideration and approval of the Honorable Office immediately upon receipt hereof.

RAPHAEL ENRIQUE V. CORONADO

Copy furnished:

CLERK OF COURT
Regional Trial Court
Branch 21, Imus City

ATTY. JEFFREY PARIL
1080 Negros Street, Balic- Balic
Sampaloc, Manila

ATTY. ALEXANDER LIQUIGAN
Unit 3C, De Quiroz Bldg.,
Aguinaldo Highway, Perpetual Village,
Palico III, Imus City, Cavite

**FORM NO. 10: MOTION TO ADMIT AFFIDAVIT OF
RECANTATION**

**Republic of the Philippines
Fourth Judicial Region**

**REGIONAL TRIAL COURT
Branch 21, Imus City, Cavite**

REPUBLIC OF THE PHILIPPINES,
Complainant,

-versus-

CRIMINAL CASE NO. 9935-1
FOR: Qualified Theft

JASPER SOL CRUZ,
Accused.

x -----x

MOTION TO ADMIT AFFIDAVIT OF RECANTATION

Respondent, by counsel, respectfully states:

1. That the instant case was assigned for preliminary investigation to Honorable City Prosecutor Jack Miof.

That the complainant voluntarily executed an Affidavit of Recantation assisted by his principal, Rosa Rosal, pertinent portion of which states:

“That after profound review and contemplation, taking into consideration of the facts and circumstances of the above-entitled case, I fully realized that I committed a serious error as to the identity of all the accused and his purported participation in the above-cited case.”

Thus, in the interest of justice, respondent through the undersigned counsel implore this Honorable Office to admit the Affidavit of Recantation as part of the records of this case.

The instant motion is filed in good faith and not meant to delay the proceedings of this case nor prejudice the rights of complainant.

PRAYER

WHEREFORE, premises considered and in the interest of justice, it is respectfully prayed that the Office of the City Prosecutor to admit the Affidavit of Recantation as part of the records of this case.

Other reliefs just and equitable are also prayed for.
Imus City, for Pasay City, 29 December 2013.

BAQUIRAN, CORONADO & RICAFRANCA
Counsel for Accused Jasper Sol Cruz
2nd Floor, RCVJ Building,
Don P. Campa Avenue, Barrio Uno,
2662 Dasmaringas City, Cavite

by:

RAPHAEL ENRIQUE V. CORONADO
Roll No. 690069
IBP No. 990905/ 1-03-2012/Cavite
PTR No. 1678611/ 1-02-2012/Dasmaringas
MCLE Compliance No. IV- 111255

Notice

PROSECUTOR JACK MIOF
Office of the City Prosecutor
Imus City, Cavite

CLERK OF COURT
Regional Trial Court
Branch 21, Imus City

ATTY. JEFFREY PARIL
1080 Negros Street, Balic- Balic
Sampaloc, Manila

ATTY. ALEXANDER LIQUIGAN
Unit 3C, De Quiroz Bldg.,
Aguinaldo Highway, Perpetual Village,
Palico III, Imus City, Cavite
G r e e t i n g s:

Please submit the foregoing motion for the consideration and approval of the
Honorable Office immediately upon receipt hereof.

RAPHAEL ENRIQUE V. CORONADO

Copy furnished:
CLERK OF COURT
Regional Trial Court
Branch 21, Imus City

ATTY. JEFFREY PARIL
1080 Negros Street, Balic- Balic
Sampaloc, Manila

ATTY. ALEXANDER LIQUIGAN
Unit 3C, De Quiroz Bldg.,
Aguinaldo Highway, Perpetual Village,
Palico III, Imus City, Cavite

FORM NO. 11: MOTION TO CANCEL LIS PENDENS

Republic of the Philippines
REGIONAL TRIAL COURT

Branch 47
Puerto Princesa City, Palawan

ALEX BERMEJO,
Plaintiff,

Civil case No. 5524

-versus-

FOR:

DAMAGES
ROEL PONCE DE LEON,
Defendant

x-----x

MOTION TO CANCEL LIS PENDENS

Plaintiff, by counsel and to this Honorable Court, respectfully states:

1. Defendant caused the annotation or registration of a notice of lis pendens on the subject matter of the instant suit,
2. Defendant caused the recording of the lis pendens for the purpose of molesting plaintiff, and the recordal thereof is not necessary to protect his rights to the property, his right thereto, if any, is only indirect and contingent.
3. The recordal of the lis pendens is prejudicial to plaintiff's interest to the property because, being the owner of said property, it is burden and it restricts its transferability by sale, as no one will buy it during the pendency of the case and for as long as the lis pendens is not canceled.

RELIEF

WHEREFORE, plaintiff respectfully prays that the notice of lis pendens be ordered cancelled.

Other just and equitable reliefs are likewise prayed for.

City of Puerto Princesa, December 2, 2013

ATTY. FELY Q. BALADAD
Counsel for the plaintiff
Brgy. San Pedro, Puerto Princesa City
Roll No. 75648
IBP No. 0457 - Palawan,
PTR No. 11456788, issued on April 13, 2012,
MCLE Compliance Cert. No. 66587

NOTICE OF HEARING

Atty. Juan S. Magbanua
Counsel for the defendant
Bgy. San Pedro, Puerto Princesa City

Sir:

Please be informed that the undersigned counsel has set the foregoing Motion for Reconsideration for hearing on November 25, 2013 at 8:30 am, for the consideration of the Honorable Court or soon thereafter as counsel maybe heard.

ATTY. FELY Q. BALADAD
Counsel for the Plaintiff
Bgy. Sta. Monica. Puerto Princesa City

AFFIDAVIT OF PERSONAL SERVICE

I, JOSEPH D. DAJAY, of legal age and having been duly sworn depose and say:

That I am the messenger of Atty. Fely Q. Baladad, Counsel for the defendant in the case entitled Alexander Bermejo vs. Roel Ponce de Leon, Civil

Case No. 65448, and that such messenger I served upon the counsel of adverse party and other parties, the Motion for Consideration filed in said case, as follows:

Atty. Arnel Belarmino, counsel for the Defendant, by personal service by delivering personally copy of said Motion upon said lawyer who acknowledged receipt there of as shown by his signature or initial on the said pleading, this 23rd day of October 2013

IN WITNESS WHEREOF, I have signed this affidavit this 4th day of November 1 2013 at Puerto Princesa City.

JOSEPH D. DAJAY
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, A Notary public in and for the City of Puerto Princesa and the Province of Palawan this 3rd day of November 2013. Affiant personally came and appeared with Driver's License ID No. D11-125477 issued by the Land Transportation Office and valid until May 1, 2015, at Puerto Princesa City, bearing his photograph and signature, known to me as the same person who personally signed the foregoing instrument before me and avowed under penalty of law to the whole truth of the contents of said instrument

ATTY. FELY Q. BALADAD
Notary Public
Until December 31, 2014

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2013;

FORM NO. 12: MOTION TO CITE WITNESS FOR CONTEMPT

Republic of the Philippines
REGIONAL TRIAL COURT
Branch 47
Puerto Princesa City, Palawan

PEDRO MANZANO

Plaintiff,

Civil case No. 5524

-versus-

For: DAMAGES

JUAN DE CASTRO

Defendant

x -----x

MOTION TO CITE WITNESS FOR CONTEMPT

PLAINTIFF, by counsel and to this Honorable Court respectfully alleges:

1. Plaintiff is of legal age and with residence at 335 Malvar Street, Puerto Princesa while respondent is also of legal age and with residence at 433 Rizal Avenue, Puerto Princesa City where he may be served with summons and other legal processes.

2. Plaintiff is the Plaintiff in the above-captioned case.

3. On November 3, 2013, upon plaintiff's application, the court issued a subpoena for respondent to appear and testify on December 3, 2013 before the Honorable Court, and said subpoena was served on him on November 15, 2013 by the sheriff, per letter's return. Certified true copies of the subpoena and the sheriff's return are attached hereto as Annexes "A" and "B", respectively.

4. Respondent did not honor the subpoena, as he did not appear on the date, time and place indicated in said subpoena, thereby delaying plaintiff's presentation of his evidence, as respondent would have been plaintiff's last witness.

WHEREFORE, plaintiff prays that after respondent shall have been given the opportunity to be heard, judgment be rendered punishing him for indirect contempt of court for willful defiance and disregard of the subpoena served on him on November 15, 2013.

Puerto Princesa City, December 12, 2013.

**ATTY. PERCIVAL
JAMES L. LACEBAL**
Counsel for the Plaintiff
Bgy. Tanglaw, Puerto
Princesa City
Roll No. 75648
IBP No. 0457 - Palawan,
PTR No. 11456788, issued
on April 13, 2012,
MCLE Compliance Cert.
No. 66587

***VERIFICATION AND CERTIFICATION
AGAINST FORUM SHOPPING***

I, PEDRO MANZANO, of legal age and with residence at Lagan St. Puerto Princesa City, after having been duly sworn, depose and say:

1. That I am the plaintiff in the above entitled complaint.
2. That I have caused the preparation by my counsel of said complaint.
3. That I have read the allegations therein contained, and that the same are true and correct of my personal knowledge or based on authentic records.
4. That I have not theretofore commenced any action or filed any claim involving the same issues in any court, tribunal or quasi-judicial agency and, to the best of my knowledge, no such other action or claim is pending therein; and if I should thereafter learn that the same or similar action or aclim has

been filed or is pending to the court wherein the aforesaid complaint or initiatory pleading has been filed.

Witness my hand this 23rd day of October 2013 at Puerto Princesa City, Palawan.

MANZANO

PEDRO

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, A Notary public in and for the City of Puerto Princesa and the Province of Palawan this 24th day of October 2013. Affiant personally came and appeared with Driver's License ID No. issued by the Land Transportation Office and valid until May 1, 2015, at Puerto Princesa City, bearing his photograph and signature, known to me as the same person who personally signed the foregoing instrument before me and avowed under penalty of law to the whole truth of the contents of said instrument

ATTY. PERCIVAL

JAMES L.

LACEBAL

Notary Public

My commission

expires

on December 31,

2011

PTR No. 906760

issued Jan. 3, 2007

IBP No. 918300 Roll

No. 13466

FORM NO. 13: EX-PARTE MOTION TO DISMISS

**REPUBLIC OF THE PHILIPPINES
REGIONAL TRIAL COURT
National Capital Judicial Region
BRANCH 113
Pasay City**

RAPHAEL ENRIQUE V. CORONADO,
Petitioner,

-versus-

CIVIL CASE NO. C-QTZ-24-25285-D
For: Declaration of Nullity of
Marriage

ELLEN A. ADARNA,
Respondent

x-----x

EX-PARTE MOTION TO DISMISS

Petitioner, to the Honorable Court, most respectfully state that:

This is an action for declaration of nullity of marriage filed on 26 June 2013 on the ground of psychological incapacity of the respondent.

Without the knowledge of the petitioner, respondent filed a declaration of nullity of marriage based on Article 35, par (4) of the Family Code on bigamous and polygamous marriage before the Regional Trial Court (Branch 143) of Urdueta City, Pangasinan.

Then sometime in November 2013, petitioner received a copy of the Decision in the said case filed by respondent the dispositive portion of which states: WHEREFORE, premises duly considered, the marriage BETWEEN RAPHAEL ENRIQUE V. CORONADO and ELLEN A. ADARNA is hereby declared void from the very beginning.

SO ORDERED.

PRISCILLA ALMEDA
Presiding Judge

Upon verification with the aforesaid Honorable Court, the said DECISION is now already final and executory.

Thus, petitioner is constrained to move for the dismissal of this case due to the aforesaid reason.

Other reliefs as are just and equitable under the circumstances are likewise prayed for.

Pasay City, February 14, 2014.

RAPHAEL ENRIQUE V. CORONADO
Petitioner

NOTICE

The Clerk of Court
RTC-Branch 113
Pasay City

GREETINGS:

Please submit the foregoing ex parte motion for the consideration and approval of the Honorable Court immediately upon receipt hereof.

CORONADO

RAPHAEL ENRIQUE V.

Copy furnished:

HON. SOLICITOR GENERAL
134 Amorsolo St., Amorsolo Bldg.,
Legaspi Village, Makati City

OFFICE OF THE CITY PROSECUTOR
Pasay City

ELLEN A. ADARNA
316 Palin St., Block 27 Lot 77
Ai- Ai, General Tinio, GMA, Cavite

Explanation

This Ex Parte Motion to Dismiss is being filed, with copy thereof furnished the other party, to the Office of the Solicitor General by registered mail due to the distance of the undersigned from the said other party, making personal filing and service thereof not practicable.

RAPHAEL ENRIQUE V. CORONADO

FORM NO. 14: JOINT MOTION TO DISPOSE CONJUGAL REAL PROPERTIES

**REPUBLIC OF THE PHILIPPINES
REGIONAL TRIAL COURT
National Capital Judicial Region
BRANCH 113
Pasay City**

RAPHAEL ENRIQUE V. CORONADO,
Petitioner,

-versus-

CIVIL CASE NO. C-QTZ-24-25285-D
For: Declaration of Nullity of
Marriage

ELLEN A. ADARNA,
Respondent

x-----x

JOINT MOTION TO DISPOSE CONJUGAL REAL PROPERTIES

HEREIN Parties, by the undersigned counsel, to this Honorable Court respectfully states:

That this Honorable Court rendered a Decision on 06 January 2014 declaring marriage contracted by herein parties on 17 May 1995 in Imus City, Cavite to be NULL and VOID AB INITIO.

That the aforesaid Decision is now final and executory.

That there is a pressing need to liquidate the two (2) parcels of land with improvement owned by herein parties described as follows:

TCT No. T-408811

Registered in the name of SPOUSES RAPHAEL and ELLEN A.
CORONADO

A parcel of land (Lot 47, Blk. 29 of the cons.-subd. plan Pcs-04-116928, being a portion of the cons. of Lots 4762-A, Fls-2076-D, Lot 4762-B-2 (LRC) Psd-99595 & Lot 4755-A, Psd-04-018362, L.R.C. Rec. No.), situated in the Bo. of Pag-Asa 1, Mun. of Imus, Prov. of Cavite. Bounded on the NW., along line 1-2 by lo37, Blk. 18; on the NE., along line 2-3 by Road 20; on the SE., along lines 3-4-5 by Road 13; on the SW., along line 5-1 by Lot 35, Blk. 18, all of the cons.-subd. plan. Beginning at a pt. marked "1" on plan, being N. 16 deg., 18.3., 708.69 m. from Mon. No. 181, Imus Estate; thence N. 63 deg. 01'E., 9.56 m. to pt. 2; thence S.51 deg. 22'E., 10.41 m. to pt. 3; thence S. 5 deg. 48'W., 3.00 m. to pt. 4; thence S.62 deg. 59'W., 11.93 m. to pt. 5; thence N. 27 deg. 01'W., 12.00 m. to the pt. of beginning containing an area of ONE HUNDRED FORTY (140) SQ. METERS. All pts. referred to are indicated on the plan and marked on the ground by P.S. cyl. conc. mons. 15x40 cm.; beatings true; date of orig. survey, July 5-6 & 12-13, 1994, and was approved on Sept. 6, 1995.

TCT No. T-050018

Registered in the name of SPOUSES RAPHAEL and ELLEN A.
CORONADO

A parcel of land (Lot 6 Blk. 19 of the cons./subd. plan Pcs-04-015051 being a portion of the cons. of Lot 4696, Imus Estate, Blk 21, Psd-04-108597 LRC Rec. No. 8843), situated in the Brgy. of Pag-Asa 1, Mun. Of Imus, Prov. Of Cavite, Is. of Luzon. Bounded on the NE., along lines 1-2-3-4 by Rd. Lot 15; on the SE., along lines 4-5-6-7 by Rd. Lot 16; on the SW., along line 7-8-9-10 by Lot 7 of Blk. 19; on the NW., along line 10-1 by Lot 5 of Blk. 19, all of the cons./subd. plan. Beginning at a pt. marked "1" on plan being S. 65-09 E 2477.37 m. from Mon. No. 111, Imus Estate; thence S. 27-39 E., 4.38 m. to pt. 2; thence S, 24-59 E., 4.38 m. to pt. 3; thence S. 08-57 E., 2.29 m. to pt. 4; thence S. 20-28 W., 2.29 m to pt. 5; thence S. 49-53 W., 2.29 m. to pt. 6; thence S. 64-36 W., 7.28 m. to pt. 7; thence N. 21-49 W., 4.14 m. to pt. 8; thence N. 24-41 W., 4.14 m. to pt. 9; thence N. 27-33 W., 4.14 m. to pt. 10; thence N. 61-01 E., 11.50 m. to the pt. of beginning, containing an area of ONE HUNDRED FORTY TWO (142) SQ. M. All pts. referred to are indicated on the plan and are marked on the ground by Ps cyl. cons. mons.

15x40 cm.; bearings true; date of orig. Survey July 27, 1905- June 11, 1909 and that of the cons./subd. survey Feb. 15-22, 1998 and was approved on April 8, 2000.

That herein parties mutually and voluntarily agree to divide and liquidate the above-mentioned conjugal estate in the following manner to wit;

That the parcel of land covered by Transfer Certificate of Title No T-408811 situated in the Bo. of Pag- Asa 1, Mun. of Imus, Prov. of Cavite registered in the name of SPOUSES RAPHAEL and ELLEN CORONADO containing an area of ONE HUNDRED FORTY (140) SQ. METERS be assigned solely in favor of RAPHAEL ENRIQUE V. CORONADO.

4.2 That the parcel of land covered by Transfer Certificate of Title No TCT No. T-050018 located in Brgy. of Pag- Asa 1, City Of Imus, Prov. Of Cavite registered in the name of RAPHAEL CORONADO, married to ELLEN CORONADO containing an area of ONE HUNDRED FORTY TWO (142) SQ. METERS be assigned solely in favor of ELLEN A. ADARNA.

4.3 That both parties agree that the lot assigned to them by virtue of this disposition shall be their rightful share in the conjugal assets.

4.4 That both parties have agreed that all taxes/fees/charges for the transfer of ownership and the issuance of new certificate of title of each assigned parcel of land in their names shall be shouldered by each party.

WHEREFORE, in view of all foregoing, it is respectfully prayed that an ORDER be issued by this Honorable Court;

Ordering the corresponding Registrar of Deeds for the Province of Cavite to cancel Transfer Certificate of Titles TCT No. T-408811 registered in the name of registered in the name of RAPHAEL CORONADO, married to ELLEN CORONADO, containing an area of ONE HUNDRED FORTY (140) SQ. METERS and ISSUED A NEW CERTIFICATE OF TITLE in favor of RAPHAEL ENRIQUE V. CORONADO.

Ordering the corresponding Registrar of Deeds for the Province of Cavite to cancel Transfer Certificate of Titles TCT No. T-050018 registered in the name of RAPHAEL CORONADO, married to ELLEN CORONADO containing an area of ONE HUNDRED FORTY TWO (142) SQ. METERS and ISSUED A NEW CERTIFICATE OF TITLE in favor of ELLEN A. ADARNA.

Other reliefs, which are just and equitable, are also prayed for.

Imus City, for Pasay City, January 9, 2014.

RAPHAEL ENRIQUE V. CORONADO
ADARNA

ELLEN A.

Assisted by:

LOMIBAO LAW OFFICE
406 Violago Homes, Litex, Quezon City
Tel. No. 0917- 8032- 788
Email Add.: LLawOffice@yahoo.com

by:

RICA KAYE O. LOMIBAO
IBP No. 119739 CAVITE CHAPTER
PTR No. 3181314, Imus City, 1-11-12
Attorney's Roll No. 58500
MCLE Compliance No. VI-1111201

Notice of Hearing

THE CLERK OF COURT
RTC Branch 113
Pasay City

Greetings:

Please be notified that in view of the nature of the foregoing pleading, the undersigned has requested the Clerk of Court to submit the same to the Honorable Court immediately upon receipt thereof, for its consideration and approval.

RICA KAYE O. LOMIBAO
FORM NO. 15: MOTION TO EXERCISE VISITATION RIGHTS OF PETITIONER

REPUBLIC OF THE PHILIPPINES
REGIONAL TRIAL COURT
National Capital Judicial Region
BRANCH 113
Pasay City

RAPHAEL ENRIQUE V. CORONADO,
Petitioner,

-versus-

CIVIL CASE NO. C-QTZ-24-25285-D

For: Declaration of Nullity

of

Marriage

ELLEN A. ADARNA,
Respondent

x-----x

MOTION TO EXERCISE VISITATION RIGHTS OF PETITIONER

Petitioner, by counsel, to this Honorable Court respectfully states:

Since separation de facto of herein parties, petitioner has not seen nor meet KATHRINE BERNARDO CORONADO, his daughter with herein respondent. Petitioner's daughter has been in the custody of respondent ever since he decided to pack his things and leave the conjugal abode in December 2003 due to unbearable circumstances.

Efforts to visit his daughter proved exceedingly difficult if not almost impossible on the part of the petitioner due to herein parties' personal animosity.

Since the separation de facto of herein parties, petitioner has continued to support to his daughter by depositing the money in the account of the respondent.

Petitioner wishes to exercise his visitation rights over his daughter. Henceforth, petitioner proposed to pick up her daughter every other Saturday every month in the mall or residence of the respondent or any other place designated or agreed upon by herein parties to be returned on the same day or the next day as agreed upon by both parties.

PRAYER

WHEREFORE, it is respectfully prayed that after due notice and hearing, an order by this Honorable Court enforcing the visitation right over his daughter be issued in favor of the petitioner.

Imus City for Pasay City, 10 December 2013.

LOMIBAO LAW OFFICE
406 Violago Homes, Litex, Quezon City
Tel. No. 0917- 8032- 788
Email Add.: LLawOffice@yahoo.com

by:

RICA KAYE O. LOMIBAO
IBP No. 119739 CAVITE CHAPTER
PTR No. 3181314, Imus City, 1-11-12
Attorney's Roll No. 58500
MCLE Compliance No. VI-1111201

Notice
THE CLERK OF COURT
RTC Branch 113
Pasay City

HON. SOLICITOR GENERAL
134 Amorsolo St., Amorsolo Bldg.,
Legaspi Village, Makati City

OFFICE OF THE CITY PROSECUTOR
Pasay City

ELLEN A. ADARNA
316 Palin St., Block 27 Lot 77
Ai- Ai, General Tinio, GMA, Cavite

Greetings:

Please take notice that on Tuesday, 21 May 2013 at 3:00 o'clock in the afternoon, or as soon as counsel may be heard, undersigned shall submit the foregoing urgent motion for the consideration and approval of this Honorable Court.

RICA KAYE O. LOMIBAO

Copy furnished:

HON. SOLICITOR GENERAL
134 Amorsolo St., Amorsolo Bldg.,
Legaspi Village, Makati City

OFFICE OF THE CITY PROSECUTOR
Pasay City

ELLEN A. ADARNA
316 Palin St., Block 27 Lot 77
Ai- Ai, General Tinio, GMA, Cavite

Explanation

The foregoing motion is being filed to the Honorable Court with copy therefore furnished to the Office of the Solicitor General, Office of the Provincial Prosecutor and to the other party by registered mails, due to the

distance of the undersigned from the said office and other party, making personal service thereof not practicable.

RICA KAYE O. LOMIBAO

FORM NO. 16: MOTION TO INHIBIT

**Republic of the Philippines
Department of Justice
OFFICE OF THE CITY PROSECUTOR
Hall of Justice Compound, Aguinaldo Highway, Imus City**

REPUBLIC OF THE PHILIPPINES,
Complainant,

-versus-

CRIMINAL CASE NO. 9935-11
FOR: Qualified Theft

JASPER SOL CRUZ,

Accused.

x -----x

MOTION TO INHIBIT

Complainant, by counsel, to the Honorable Court, alleges that:

The instant complaint was filed sometime in 06 May 2011. However, up to this time, no resolution has yet been issued by the honorable office;

This has been the case despite several follow-ups made by the complainant and it is very apparent that there is an unreasonable delay in rendering the resolution to the extreme prejudice of the complainants;

In view of the foregoing, to avoid the appearance of bias and impropriety, it is most respectfully prayed of the Honorable Office that the honorable investigating prosecutor inhibit himself from resolving this criminal complaint.

Other reliefs just and equitable are likewise prayed for.

City of Manila, for Imus City, 25 May 2012.

PARIL LAW OFFICE
Counsel for Private Complainant
1080 Negros Street, Balic- Balic
Sampaloc, Manila

by:

JEFFREY PARIL
IBP#941296, Sampaloc Chapter, 12-27-2010
PTR#176413, Sampaloc, Manila, 1-2-2012
Attorney's Roll No. 48000
MCLE Compliance No. II- 0009569
MCLE Compliance No. III- 0000923
MCLE Compliance No. IV- 0007733

Copy Furnished:

PROSECUTOR JACK MIOF
Office of the City Prosecutor
Imus City, Cavite

ATTY. ALEXANDER LIQUIGAN
Unit 3C, De Quiroz Bldg.,
Aguinaldo Highway, Perpetual Village,
Palico III, Imus City, Cavite

ATTY. RAPHAEL CORONADO
2nd Floor, RCVJ Building,
Don P. Campa Avenue, Barrio Uno,

2662 Dasmariñas City, Cavite

EXPLANATION

The foregoing motion is being served to the other party by registered mail due to distance and lack of office personnel to effect personal service thereof.

FORM NO. 17: MOTION WITH LEAVE TO INTERVENE AND TO ADMIT ATTACHED COMPLAINT- IN- INTERVENTION

**Republic of the Philippines
SUPREME COURT
Manila**

WHITE LIGHT CORPORATION,
Plaintiff,

-versus-

G.R. DOCKET NO. 868-SC-922-VI
FOR: Petition for Declaratory Relief

CITY OF MANILA, represented by
MAYOR ALFREDO S. LIM,
Defendant.

x -----x

**MOTION WITH LEAVE TO INTERVENE AND TO ADMIT
ATTACHED COMPLAINT- IN- INTERVENTION**

Movant-Intervenors, by counsel, to this Honorable Court respectfully states:

This is a Complaint for Declaratory Relief with Prayer for a Writ of Preliminary Injunction and/or Temporary Restraining Order filed on January

2, 2014, to declare Ordinance 7774 prohibiting the admission of customers on a short- time basis or for a short- time rate invalid and unconstitutional.

Herein movants are operators and proprietors of various business establishments in the City of Manila whose main customers are local tourists and people from far- flung areas in the country having their vacation in the Metro.

That the passage of the aforesaid Ordinance will adversely affect herein movant's lawful occupation and businesses, due to the fact that the establishments they operate are tourist- and people- fueled, and the passage of the Ordinance in controversy may affect the patronage of the movant's customers.

The passage of the aforesaid Ordinance 7774 will adversely affect the business operation and occupation of movants, to their detriment and prejudice.

WHEREFORE, it is respectfully prayed that an order be rendered admitting herein Movants as Intervenors in the above- entitled case.

Imus City for City of Manila, 7 January 2014.

LOMIBAO LAW OFFICE
406 Violago Homes, Litex, Quezon City
Tel. No. 0917- 8032- 788
Email Add.: LLawOffice@yahoo.com

by:

RICA KAYE O. LOMIBAO
IBP No. 119739 CAVITE CHAPTER
PTR No. 3181314, Imus City, 1-11-12
Attorney's Roll No. 58500
MCLE Compliance No. VI-1111201

Notice

HONORABLE SUPREME COURT
City of Manila

Greetings:

Please submit the foregoing motion for the consideration and approval of the Honorable Court immediately upon receipt hereof.

RICA KAYE O. LOMIBAO

FORM NO. 18: MOTION TO LIFT ORDER OF ARREST

**Republic of the Philippines
Fourth Judicial Region
REGIONAL TRIAL COURT
Branch 21, Imus City, Cavite**

REPUBLIC OF THE PHILIPPINES,
Complainant,

-versus-

CRIMINAL CASE NO. 9935-11
FOR: Qualified Theft

JASPER SOL CRUZ,
Accused.

X -----X

MOTION TO LIFT ORDER OF ARREST

Accused Jasper Sol Cruz, by counsel, to the Honorable Court, most respectfully states that:

That on 20 November 2013, the Honorable Court ordered the arrest of the accused for her failure to appear during the scheduled hearing on the same date despite due notice;

With the kind indulgence of this Honorable Court, the accused did not neglect her appearance and to refuse and disobey the lawful orders of this Honorable Court. However, due to the fact that he was indisposed on the said hearing date, he failed to appear before this Honorable Court. Moreover, accused hereby undertakes to attend on the said hearing date;

The filing of this motion is not in any manner intended to delay the proceedings and early resolution of the above- captioned case but is solely for the reasons above-stated;

RELIEF

IN VIEW WHEREOF, it is respectfully prayed of this Honorable Court that the instant motion be granted and the Order of Arrest dated 20 November 2013, be lifted.

Accused prays for such other reliefs as are just and equitable under the circumstances.

Dasmaringas City, for Imus City, 13 December 2013.

BAQUIRAN, CORONADO & RICAFRANCA
Counsel for Accused Jasper Sol Cruz
2nd Floor, RCVJ Building,
Don P. Campa Avenue, Barrio Uno,
2662 Dasmaringas City, Cavite

by:

RAPHAEL ENRIQUE V. CORONADO
Roll No. 690069
IBP No. 990905/ 1-03-2012/Cavite
PTR No. 1678611/ 1-02-2012/Dasmaringas
MCLE Compliance No. IV- 111255

Notice of Hearing

PROSECUTOR JACK MIOF
Office of the City Prosecutor
Imus City, Cavite

CLERK OF COURT
Regional Trial Court
Branch 21, Imus City

ATTY. JEFFREY PARIL
1080 Negros Street, Balic- Balic
Sampaloc, Manila

ATTY. ALEXANDER LIQUIGAN
Unit 3C, De Quiroz Bldg.,
Aguinaldo Highway, Perpetual Village,
Palico III, Imus City, Cavite

G r e e t i n g s :

Please submit the foregoing Motion to Lift Order of Arrest and kind consideration of the Honorable Court immediately upon receipt hereof.

RAPHAEL ENRIQUE V.

CORONADO

Copy furnished:

PROSECUTOR JACK MIOF
Office of the City Prosecutor
Imus City, Cavite

ATTY. JEFFREY PARIL
1080 Negros Street, Balic- Balic
Sampaloc, Manila

ATTY. ALEXANDER LIQUIGAN
Unit 3C, De Quiroz Bldg.,
Aguinaldo Highway, Perpetual Village,
Palico III, Imus City, Cavite

FORM NO. 19: MOTION TO RELEASE MOTOR VEHICLE

**Republic of the Philippines
Fourth Judicial Region
REGIONAL TRIAL COURT
Branch 21, Imus City, Cavite**

REPUBLIC OF THE PHILIPPINES,
Complainant,

-versus-

CRIMINAL CASE NO. 9935-11
FOR: Qualified Theft

JASPER SOL CRUZ,
Accused.

x -----x

MOTION TO RELEASE MOTOR VEHICLE

Accused, by counsel, to this Honorable Court respectfully states:

That in the hearing for the Petition for Bail held last 12 December 2013, it was admitted by PO1 Engelbert Villafranca, one of the arresting officers, that a motor vehicle with body number LBI-XX3499t and bearing plate number DUO 789 belonging to the accused is in police custody.

Accused maintained that the impounded motor vehicle was not used in the commission of the offense, nor was it included in the inventory of confiscated items from the accused as admitted by the prosecution witness PO2 Villafranca during the 12 December hearing.

With all due respect, it is illogical to confiscate, much more retain custody, over the said vehicle, when the same was not even included in the inventory of property confiscated from the accused.

Truth to tell, the said motor vehicle was being used by the accused to earn a living and that it was never intended to be used for any illegal purpose;

The continued impounding of said vehicle has directly or indirectly deprived the accused of its work-related and personal use and has impaired his capacity to earn.

In addition, continued impounding of said vehicle needless to state, would further caused its deterioration beyond repair.

PRAYER

WHEREFORE, premises considered, it is respectfully prayed that an Order be issued directing PO2 Engelbert Villafranca to turn over the possession of the said vehicle to the accused or his duly authorized representatives in the interest of justice.

Other reliefs, which are just and equitable, are also prayed for.

Dasmariñas City, for Imus City, 13 January 2014.

BAQUIRAN, CORONADO & RICAFRANCA
Counsel for Accused Jasper Sol Cruz
2nd Floor, RCVJ Building,

Don P. Campa Avenue, Barrio Uno,
2662 Dasmarinas City, Cavite

by:

RAPHAEL ENRIQUE V. CORONADO
Roll No. 690069
IBP No. 990905/ 1-03-2012/Cavite
PTR No. 1678611/ 1-02-2012/Dasmarinas
MCLE Compliance No. IV- 111255

Notice of Hearing:

CLERK OF COURT
Regional Trial Court
Branch 21, Imus City

G r e e t i n g s :

Please submit the foregoing motion for the consideration and approval of the Honorable Court on January 25, 2014 at 1:30 p.m. or at such time and date as may be convenient to the Honorable Court.

CORONADO

RAPHAEL ENRIQUE V.

Explanation

Copy of the Motion was furnished to the defendant by private courier due to the distance of the undersigned from the said party, making personal service thereof not practicable.

RAPHAEL ENRIQUE V.

CORONADO

Copy furnished:

OFFICE OF THE CITY PROSECUTOR
Imus City, Cavite

SUPT. NORAINAH BALAGUER, PESE
Imus Police Station
Imus City, Cavite

PO1 ENGELBERT VILAFRANCA
Imus Police Station,
Imus City, Cavite

FORM NO. 20: MOTION TO RENDER JUDGMENT

**Republic of the Philippines
Fourth Judicial Region
REGIONAL TRIAL COURT
Branch 21, Imus City, Cavite**

REPUBLIC OF THE PHILIPPINES,
Complainant,

-versus-

CRIMINAL CASE NO. 9935-11
FOR: Qualified Theft

JASPER SOL CRUZ,
Accused.

X -----X

MOTION TO RENDER JUDGMENT

Private Complainant, by counsel, to this Honorable Court respectfully states:

The above-entitled complaint was filed on 06 May 2011.

Respondent should have filed his Answer on 21 May 2011 yet, to date, upon verification with the court records, respondent Jasper Sol Cruz has not yet filed the aforesaid Answer.

Private Complainant prays for the speedy resolution of this case as provided for by the Revised Rules of Court and in consonance with the timeless legal maxim that justice delayed is justice denied.

PRAYER

WHEREFORE, premises considered, it is respectfully prayed that a decision be rendered in the above-entitled case in the interest of justice.

Other reliefs, which are just and equitable, are also prayed for.

City of Manila, for Imus City, 25 May 2011.

PARIL LAW OFFICE
Counsel for Private Complainant
1080 Negros Street, Balic- Balic
Sampaloc, Manila

by:

JEFFREY PARIL
IBP#941296, Sampaloc Chapter, 12-27-2010
PTR#176413, Sampaloc, Manila, 1-2-2012
Attorney's Roll No. 48000
MCLE Compliance No. II- 0009569
MCLE Compliance No. III- 0000923
MCLE Compliance No. IV- 0007733

Copy furnished:

PROSECUTOR JACK MIOF
Office of the City Prosecutor
Imus City, Cavite

CLERK OF COURT
Branch 21, Imus City

ATTY. ALEXANDER LIQUIGAN
Unit 3C, De Quiroz Bldg.,
Aguinaldo Highway, Perpetual Village,
Palico III, Imus City, Cavite

ATTY. RAPHAEL CORONADO
2nd Floor, RCVJ Building,
Don P. Campa Avenue, Barrio Uno,
2662 Dasmaringas City, Cavite

Greetings:

In view of the nature of the foregoing motion, the undersigned is requesting the Clerk of Court to submit the same to the Honorable Court immediately upon receipt thereof, for its consideration and resolution.

JEFFREY PARIL

Notice:

CLERK OF COURT
Regional Trial Court
Branch 21, Imus City

Explanation

Copy of the pleading was furnished to the defendant by registered mail due to the distance of the undersigned from the said parties, making personal service thereof not practicable.

JEFFREY PARIL

**FORM NO. 21: MOTION FOR RE-RAFFLE AND TO SET CASE FOR
ARRAIGNMENT**

**Republic of the Philippines
Fourth Judicial Region
REGIONAL TRIAL COURT
Branch 21, Imus City, Cavite**

REPUBLIC OF THE PHILIPPINES,
Complainant,

-versus-

CRIMINAL CASE NO. 9935-11
FOR: Qualified Theft

JASPER SOL CRUZ,

Accused.

x -----x

**MOTION FOR RE-RAFFLE
AND TO SET CASE FOR ARRAIGNMENT**

Private complainant, by Counsel, to this Honorable Court respectfully states:

This is a criminal case for Qualified Theft which was filed on 06 May 2011 before the Office of the City Prosecutor of Cavite.

On 14 August 2011, the Honorable 3rd Assistant City Prosecutor Jack Miof, finding probable cause, recommended the filing of Qualified Theft against the accused.

That the case was raffled before the sala of retired Honorable Judge Tori Black.

On 10 December 2011, the Honorable Court issued an Alias Warrant of Arrest against Accused Jasper Sol Cruz.

Photocopy of the Alias Warrant of Arrest is hereto as Annex "A" for easy reference.

Then on 27 January 2012, accused was arrested by Parañaque Police. He was detained at Parañaque Police Station 7 and later transferred to Imus Jail. Said accused posted a bail for his provisional release.

To date, there was no available judge to hear the case thus the undersigned respectfully requests to re-raffle the same in order to set the case for arraignment considering that the case was filed more than two years.

Needless to state, the long years of delay in the arraignment of accused has caused untold suffering and mental anguish on the part of the private complainant.

To make matters worse, said accused has already gone abroad sometime in 2012 in Bahrain during the pendency of this case.

That based on reliable information, accused Jasper Sol Cruz is again intending to leave the country for the purpose of absconding and thereby evading prosecution of this case.

That in order to expedite the trial of this case, the undersigned respectfully begged the indulgence of this Honorable Court that the instant case be re-raffled and set for hearing so as not to frustrate the ends of justice.

WHEREFORE, it is respectfully prayed that this Honorable Court issue an order granting that the above-captioned case be re-raffled to another sala in order to set the case for arraignment.

Other relief and remedies just and equitable under the premises are prayed for.

Imus City, Cavite, March 6, 2013.

PARIL LAW OFFICE
Counsel for Private Complainant
1080 Negros Street, Balic- Balic
Sampaloc, Manila

by:

JEFFREY PARIL
IBP#941296, Sampaloc Chapter, 12-27-2010
PTR#176413, Sampaloc, Manila, 1-2-2012
Attorney's Roll No. 48000
MCLE Compliance No. II- 0009569
MCLE Compliance No. III- 0000923
MCLE Compliance No. IV- 0007733

With conformity:

JACK MIOF
Asst. Provincial Prosecutor

Notice
THE CLERK OF COURT

RTC Branch 21
Imus City, Cavite

Office of the City Prosecutor
Imus City, Cavite

ATTY. ALEXANDER LIQUIGAN
Unit 3C, De Quiroz Bldg.,
Aguinaldo Highway, Perpetual Village,
Palico III, Imus City, Cavite

ATTY. RAPHAEL CORONADO
2nd Floor, RCVJ Building,
Don P. Campa Avenue, Barrio Uno,
2662 Dasmaringas City, Cavite

Greetings:

Please submit the foregoing Motion for the consideration and approval of the Honorable Court immediately upon receipt hereof.

JEFFREY PARIL

Copy furnished:

Office of the City Prosecutor
Imus City, Cavite

ATTY. ALEXANDER LIQUIGAN
Unit 3C, De Quiroz Bldg.,
Aguinaldo Highway, Perpetual Village,
Palico III, Imus City, Cavite

ATTY. RAPHAEL CORONADO
2nd Floor, RCVJ Building,
Don P. Campa Avenue, Barrio Uno,

2662 Dasmariñas City, Cavite

Explanation

The foregoing motion is being filed to the Honorable Court and City Prosecutor with copy therefore furnished to the other party by registered mail, due to the distance of the undersigned from the said other party, making personal service thereof not practicable.

JEFFREY PARIL

FORM NO. 22: MOTION TO RESET

**REPUBLIC OF THE PHILIPPINES
REGIONAL TRIAL COURT
National Capital Judicial Region
BRANCH 113
Pasay City**

RAPHAEL ENRIQUE V. CORONADO,
Petitioner,

-versus-

CIVIL CASE NO. C-QTZ-24-25285-D
For: Declaration of Nullity of
Marriage

ELLEN A. ADARNA,
Respondent

x-----x

MOTION TO RESET

Petitioner, by counsel, to the Honorable Court, most respectfully states that:

The hearing of the above-captioned case was set on October 4, 2013 at 8:30 AM.

However, the aforesaid hearing schedule on October 4, 2013 has a conflict with the Global LPO Conference and Exhibition organized by Global outsourcing Association of Lawyers to be held from October 7 to 8, 2013 at the New York City BAR Association, 42 West 44th Street New York NY 10036 of which the undersigned is a participant.

Attached herewith is the Delegate Pass issued to the undersigned by the Global outsourcing Association of Lawyers as Annex "A."

Henceforth, it is respectfully prayed that the hearing set by the Honorable Court on the same date be moved to October 24, 2013 at 8:30 AM or at such time and place as may be convenient to the schedule of the Honorable Court.

Plaintiff prays for such other reliefs as are just and equitable under the circumstances.

Imus City, for Pasay City, 19 September 2013.

LOMIBAO LAW OFFICE
406 Violago Homes, Litex, Quezon City
Tel. No. 0917- 8032- 788
Email Add.: LLawOffice@yahoo.com

by:

RICA KAYE O. LOMIBAO
IBP No. 119739 CAVITE CHAPTER
PTR No. 3181314, Imus City, 1-11-12
Attorney's Roll No. 58500
MCLE Compliance No. VI-1111201

Notice

THE CLERK OF COURT
RTC Branch 113
Pasay City

HON. SOLICITOR GENERAL
134 Amorsolo St., Amorsolo Bldg.,
Legaspi Village, Makati City

OFFICE OF THE CITY PROSECUTOR
Pasay City

ELLEN A. ADARNA
316 Palin St., Block 27 Lot 77
Ai- Ai, General Tinio, GMA, Cavite

G r e e t i n g s :

Please submit the foregoing Motion to reset and approval of the Honorable Court immediately upon receipt hereof.

RICA

KAYE O. LOMIBAO

Copy furnished:

HON. SOLICITOR GENERAL
134 Amorsolo St., Amorsolo Bldg.,
Legaspi Village, Makati City

OFFICE OF THE CITY PROSECUTOR
Pasay City

ELLEN A. ADARNA
316 Palin St., Block 27 Lot 77
Ai- Ai, General Tinio, GMA, Cavite

Explanation

This motion is being filed, with copy thereof furnished the other parties, by registered mails due to the distance of the undersigned from the said party, making personal filing and service thereof not practicable.

RICA KAYE O. LOMIBAO

**FORM NO. 23: MOTION TO REVIVE CRIMINAL ACTION AND
FOR THE ISSUANCE OF WRIT OF EXECUTION ON THE
COMPROMISE AGREEMENT**

**Republic of the Philippines
Fourth Judicial Region
REGIONAL TRIAL COURT
Branch 21, Imus City, Cavite**

REPUBLIC OF THE PHILIPPINES,
Complainant,

-versus-
9935-11

CRIMINAL CASE NO.

FOR: Qualified

Theft
JASPER SOL CRUZ,

Accused.

x -----x

**MOTION TO REVIVE CRIMINAL ACTION
AND FOR THE ISSUANCE OF WRIT OF EXECUTION ON THE
COMPROMISE AGREEMENT**

Plaintiff, by counsel to this Honorable Court respectfully states:

On 17 March 2012, the Honorable Court issued an Order in the above-entitled case, the dispositive portion of which reads:

Finding the mutual agreement of the parties before the mediator to be meritorious, the same is hereby APPROVED.

Pending compliance of the Compromise Agreement let the criminal aspect of this case for ARCHIVED.

SO ORDERED.

Dasmariñas, Cavite, March 17, 2012.

AMERI ICHINOSE
Acting Judge

That the defendant started paying only THREE THOUSAND PESOS on 09 April 2011.

To date, defendant has defaulted in paying his monthly obligation to Plaintiff Corporation for the last THREE (3) MONTHS. To date, HE HAS ONLY PAID THREE THOUSAND PESOS ONLY.

That defendant made his last payment on 10 May 2011. On 16 June 2012, plaintiff sent a demand letter to defendant by registered mail.

Photocopies of the latest Statement of Account of the defendant and the demand letter and proof of service are hereto attached as Annex "A", "B" and "B-1" for easy reference.

It bears stressing that par.5 and 6 of the aforesaid Compromise Agreement states that:

That in case of the Second Party's failure and/or refusal to pay to the First Party any monthly installment for two (2) cumulative months, it is understood that the remaining balance of the total obligation shall become due and demandable, without the need of any written demand.

That in case of breach of the terms and conditions of this Agreement, the Second Party shall pay THIRTY THOUSAND PESOS (Php 30,000.00) as liquidated damage in case of breach of this Agreement.

In the latter case, Second Party hereby agree that an Order of the Court for the issuance of the writ of execution shall be issued outright upon motion for the satisfaction of his remaining civil obligation;

WHEREFORE, premises considered, it is respectfully prayed that the Writ of Execution be issued against the defendant, ordering him to pay to plaintiff the remaining obligation in the amount of Php 60,000.00 representing the total amount of his civil liability.

Other just and equitable reliefs are likewise prayed for.

City of Manila, for Imus City, 17 July 2011.

PARIL LAW OFFICE
Counsel for Private Complainant
1080 Negros Street, Balic- Balic

Sampaloc, Manila

by:

JEFFREY PARIL

IBP#941296, Sampaloc Chapter, 12-27-2010

PTR#176413, Sampaloc, Manila, 1-2-2012

Attorney's Roll No. 48000

MCLE Compliance No. II- 0009569

MCLE Compliance No. III- 0000923

MCLE

Compliance No. IV- 0007733

Notice of Hearing

Office of the City Prosecutor

Imus City, Cavite

CLERK OF COURT

Regional Trial Court

Branch 21, Imus City

ATTY. RAPHAEL CORONADO

2nd Floor, RCVJ Building,

Don P. Campa Avenue, Barrio Uno,

2662 Dasmarias City, Cavite

ATTY. ALEXANDER LIQUIGAN

Unit 3C, De Quiroz Bldg.,

Aguinaldo Highway, Perpetual Village,

Palico III, Imus City, Cavite

Greetings:

Please submit the foregoing motion for consideration and approval of the Honorable Court on August 1, 2011 at 8:30 a.m. or at such time and date as may be convenient to the Honorable Court.

JEFFREY PARIL

Copy furnished:

Office of the City Prosecutor
Imus City, Cavite

ATTY. RAPHAEL CORONADO
2nd Floor, RCVJ Building,
Don P. Campa Avenue, Barrio Uno,
2662 Dasmaringas City, Cavite

ATTY. ALEXANDER LIQUIGAN
Unit 3C, De Quiroz Bldg.,
Aguinaldo Highway, Perpetual Village,
Palico III, Imus City, Cavite

Explanation

The foregoing motion is being filed to the Honorable Court with copy therefore furnished to the Office of the Provincial Prosecutor and to the other party by registered mails, due to the distance of the undersigned from the said office and other party, making personal service thereof not practicable.

JEFFREY PARIL

**FORM NO. 24: MOTION TO SET CASE FOR PRELIMINARY
CONFERENCE**

**REPUBLIC OF THE PHILIPPINES
REGIONAL TRIAL COURT
National Capital Judicial Region
BRANCH 113
Pasay City**

RAPHAEL ENRIQUE V. CORONADO,
Petitioner,

-versus-

CIVIL CASE NO. C-QTZ-24-25285-D
For: Declaration of Nullity of
Marriage

ELLEN A. ADARNA,
Respondent

x-----x

MOTION TO SET CASE FOR PRELIMINARY CONFERENCE

Petitioner, by counsel, to this Honorable Court respectfully states:

1. This is a petition for the Declaration of Nullity of Marriage filed on 26 June 2013.
2. As the service of Summons to the respondent failed because the respondent was no longer residing in his given address, petitioner through counsel filed a motion for leave to serve summons by publication which was subsequently granted.
3. The last day of publication being on 2 August 2013 in Dalaginding, a newspaper of general circulation, this case can now be set for preliminary conference.

WHEREFORE, plaintiff respectfully prays that the above-entitled case be set for preliminary conference on _____ or such date available in the court calendar.

Imus, Cavite, 28 August 2013.

LOMIBAO LAW OFFICE
406 Violago Homes, Litex, Quezon City
Tel. No. 0917- 8032- 788
Email Add.: LLawOffice@yahoo.com

by:

RICA KAYE O. LOMIBAO
IBP No. 119739 CAVITE CHAPTER
PTR No. 3181314, Imus City, 1-11-12
Attorney's Roll No. 58500
MCLE Compliance No. VI-1111201

NOTICE

THE CLERK OF COURT
RTC Branch 113
Pasay City

HON. SOLICITOR GENERAL
134 Amorsolo St., Amorsolo Bldg.,
Legaspi Village, Makati City

OFFICE OF THE CITY PROSECUTOR
Pasay City

ELLEN A. ADARNA
316 Palin St., Block 27 Lot 77
Ai- Ai, General Tinio, GMA, Cavite

G r e e t I n g s:

Please submit the foregoing motion for the consideration and approval of the Honorable Court immediately upon receipt hereof.

RICA KAYE O. LOMIBAO

Copy furnished:

THE CLERK OF COURT
RTC Branch 113
Pasay City

ELLEN A. ADARNA
316 Palin St., Block 27 Lot 77
Ai- Ai, General Tinio, GMA, Cavite

Explanation

This motion is being filed, with copy thereof furnished the other party, by registered mail due to the distance of the undersigned from the Honorable Office and said other party, making personal filing and service thereof not practicable.

RICA KAYE O. LOMIBAO

FORM NO. 25: MOTION FOR LEAVE TO FILE DEMURRER TO EVIDENCE

Republic of the Philippines
REGIONAL TRIAL COURT OF ZAMBOANGA DEL NORTE
9th Judicial Region
DIPOLOG CITY
Branch VI

PEOPLE OF THE PHILIPPINES,

Plaintiff

Criminal Case No. 77

-versus-

-for- Murder

JUAN DE LA CRUZ,

Accused

x-----x

MOTION FOR LEAVE TO FILE
DEMURRER TO EVIDENCE

The accused through counsel, unto this Honorable Court, most respectfully states:

1. That the prosecution in the above entitled case has already rested its case;

2. That the defense believes that the evidence of the prosecution against the accused is insufficient to establish the guilt of the accused beyond reasonable doubt, thus, the defense prays for leave to file demurrer to evidence in accordance with Section 33, Rule 113 of the Rules of Criminal Procedure.

WHEREFORE, premised on the foregoing consideration and in the highest interest of justice, it is most respectfully prayed of this Honorable Court that the aforesaid motion be granted.

September 16, 2010. Dipolog City, Philippines.

FORM NO. 26: MOTION WITH NOTICE TO TAKE DEPOSITION

REPUBLIC OF THE PHILIPPINES
REGIONAL TRIAL COURT
National Capital Judicial Region
BRANCH 113
Pasay City

RAPHAEL ENRIQUE V. CORONADO,
Petitioner,

-versus-

CIVIL CASE NO. C-QTZ-24-25285-D
For: Declaration of Nullity of
Marriage

ELLEN A. ADARNA,
Respondent

x-----x

MOTION WITH NOTICE TO TAKE DEPOSITION

PETITIONER, by counsel, to this Honorable Court respectfully alleges:

That petitioner would be coming home solely to testify in this case on November 24 to 26, 2013.

The petitioner deems it imperative that he report for work after the last week of November 2013, as his absence from work might disrupt his monthly remittances to support his three children with respondent.

In view hereof, it is hereby requested of this Honorable Court that petitioner be allowed to testify prior to his departure as provided under Section 1 and 14 Rule 23 of the Rules of Court which will continue from day to day at the same place and time until completed.

Thus in the interest of substantial justice and equity, and considering that petitioner needs to go back to work abroad after the last week of November 2013 and shall remain there for an indefinite period of time, petitioner respectfully moves that the Honorable Court allow the taking of his deposition upon oral examination before the Honorable Presiding Judge pursuant to Rule 23, Section 1, 10 and 15 of the 1997 Rules of Civil Procedure, within the stated time and date, based on the discretion of the Honorable Court.

This motion is not in any way intended to delay the proceedings but dictated solely for the reasons stated above.

WHEREFORE, petitioner respectfully prays that the Honorable Court allow the taking of deposition upon oral examination of petitioner on 26 November 2013 at 8:30 o'clock in the morning pursuant to Rule 23 of the 1997 Rules of Civil Procedure on the dates and time stated above.

Petitioner prays for such further or other relief as may be deemed just or equitable under the premises.

Imus, City for Pasay City, 18 October 2013.

LOMIBAO LAW OFFICE

406 Violago Homes, Litex, Quezon City

Tel. No. 0917- 8032- 788

Email Add.: LLawOffice@yahoo.com

by:

RICA KAYE O. LOMIBAO

IBP No. 119739 CAVITE CHAPTER

PTR No. 3181314, Imus City, 1-11-12

Attorney's Roll No. 58500

MCLE Compliance No. VI-1111201

Notice of Hearing

THE CLERK OF COURT
RTC Branch 113
Pasay City

HON. SOLICITOR GENERAL
134 Amorsolo St., Amorsolo Bldg.,
Legaspi Village, Makati City

OFFICE OF THE CITY PROSECUTOR
Pasay City

ELLEN A. ADARNA
316 Palin St., Block 27 Lot 77
Ai- Ai, General Tinio, GMA, Cavite

Greetings:

Please submit the foregoing motion for the consideration and approval of the Honorable Court immediately upon receipt hereof.

RICA KAYE O. LOMIBAO
Copy furnished:

HON. SOLICITOR GENERAL
134 Amorsolo St., Amorsolo Bldg.,
Legaspi Village, Makati City

OFFICE OF THE CITY PROSECUTOR
Pasay City

ELLEN A. ADARNA
316 Palin St., Block 27 Lot 77
Ai- Ai, General Tinio, GMA, Cavite

Explanation

The foregoing motion is being filed to the Honorable Court, Office of the City Prosecutor and to the other party by personal service with copy therefore furnished to the Office of the Solicitor General by registered mail, due to the distance of the undersigned from the said Honorable Solicitor General, making personal service thereof not practicable.

RICA KAYE O. LOMIBAO

FORM NO. 27: MOTION TO WITHDRAW AS COUNSEL

REPUBLIC OF THE PHILIPPINES
REGIONAL TRIAL COURT
National Capital Judicial Region
BRANCH 113
Pasay City

RAPHAEL ENRIQUE V. CORONADO,
Petitioner,

-versus-

CIVIL CASE NO. C-QTZ-24-25285-D

For: Declaration of Nullity

of

Marriage

ELLEN A. ADARNA,
Respondent

x-----x

MOTION TO WITHDRAW AS COUNSEL

COMES NOW the undersigned counsel and to this Honorable Court respectfully states that:

She is the counsel of record for the petitioner in the above-entitled case.

Diligent efforts were exerted to communicate with the petitioner in relation to the above-entitled petition, which proved to be unfruitful. Also, there are some reasons, which are confidential in nature, thus, the undersigned counsel is constrained to withdraw, as he hereby withdraws his appearance as counsel for the petitioner whose conformity hereto cannot be obtained despite previous efforts exerted by the undersigned counsel.

WHEREFORE, it is respectfully prayed that the appearance of the undersigned counsel for the petitioner be considered withdrawn.

Imus City, for Pasay City, December 24, 2013.

LOMIBAO LAW OFFICE
406 Violago Homes, Litex, Quezon City
Tel. No. 0917- 8032- 788
Email Add.: LLawOffice@yahoo.com

by:

RICA KAYE O. LOMIBAO
IBP No. 119739 CAVITE CHAPTER
PTR No. 3181314, Imus City, 1-11-12
Attorney's Roll No. 58500
MCLE Compliance No. VI-1111201

Notice

OFFICE OF THE CITY PROSECUTOR
Pasay City

ELLEN A. ADARNA
316 Palin St., Block 27 Lot 77
Ai- Ai, General Tinio, GMA, Cavite

Greetings:

Please take notice that in view of the nature of the foregoing Motion, the undersigned has requested the Clerk of Court to submit the same for the

consideration and approval to the Honorable, immediately upon receipt hereof.

RICA KAYE O. LOMIBAO

Copy furnished:

HON. SOLICITOR GENERAL
134 Amorsolo St., Amorsolo Bldg.,
Legaspi Village, Makati City

OFFICE OF THE CITY PROSECUTOR
Pasay City

ELLEN A. ADARNA
316 Palin St., Block 27 Lot 77
Ai- Ai, General Tinio, GMA, Cavite

Explanation

This motion is being filed, with copy thereof furnished the other party, by registered mail due to the distance of the undersigned from the Court and said other party, making personal filing and service thereof not practicable.

RICA KAYE O. LOMIBAO

CIVIL AND SPECIAL ACTIONS

FORM NO. 1: COMPLAINT FOR UNLAWFUL DETAINER

**REPUBLIC OF THE PHILIPPINES
METROPOLITAN TRIAL COURT
City of Manila
Branch 1**

KRUL ACOSTA,
Plaintiff,

-versus-

CIVIL CASE No. 98765
FOR: Unlawful Detainer

MEGAN VITUG,
Defendant.

x-----x

COMPLAINT

COMES NOW, the plaintiff, through the undersigned counsel and unto this Honorable Court, most respectfully avers:

1. That the plaintiff, KRUL ACOSTA, is of legal age, Filipino citizen, single, with residence and postal address at 123 Benitez Street, Manila;
2. That the defendant, MEGAN VITUG, is of legal age, Filipino citizen, single, with residence and postal address at 456 Modesto Street, Manila, where they may be served with summons and other court processes;
3. The plaintiff is the owner of a land over which an apartment had been constructed located 654 San Pedro Street, Manila;
4. By virtue of a contract of lease, the plaintiff leased unto the defendant the aforesaid apartment for a consideration of P5,000.00 a month as rental to be paid within the first ten (10) days of each month starting November 3, 2011;
5. The defendant failed to pay the agreed rental for several months starting February 19, 2012 up to the present;

6. On May 3, 2012, the plaintiff sent a letter of demand to vacate the apartment which was received by the defendant as shown in the registry return receipt hereto attached as Annex "A";
7. Despite said letter of demand which was repeated by oral demands, the defendant failed and still refused to pay the agreed amount of rentals and to vacated the apartment;
8. By reason of failure of the defendant to vacate the premises and to pay the unpaid rentals, the plaintiff was compelled to file this complaint engaging the services of counsel in the amount of P10,000.00.

WHEREFORE, premises considered, it is most respectfully prayed unto this Honorable Court that, after hearing, judgment be rendered ordering the defendant:

1. To vacate the subject premises;
2. To pay the amount of P5,000.00 per month as compensation for the reasonable use of the subject premises until they finally vacate the said premises;
3. To pay the plaintiff the cost of the suit.

City of Manila, September 24, 2012.

REYES, TOLENTINO AND CRUZ LAW OFFICE
Counsel for the Plaintiff
Unit 123, Victoria Tower I
Taft Avenue, Manila

By:

Louise Reyes
Roll of Attorney No. 98765
IBP No. 12345/2-5-12/Manila
PTR No. 87654/12-22-11/Manila

VERIFICATION/CERTIFICATION OF FORUM SHOPPING

Republic of the Philippines)
City of Manila) S.S.

PHILIPPINE LEGAL FORMS 2015

I, KRUL ACOSTA, of legal age, Filipino citizen, single and resident of 123 Benitez Street, Manila, after having been duly sworn to in accord Nance with law do hereby depose and say:

1. That I am the plaintiff in the above-entitled case;
2. That I have caused the preparation of the foregoing complaint and have read the allegations contained therein;
3. The allegations in the said complaint are true and correct of my own knowledge and authentic records;
4. I hereby certify that I have not commenced any other action or proceeding involving the same issues in any court, tribunal or quasi-judicial agency and, to the best of my knowledge, no such other action or claim is pending therein;
5. That if I should learn thereafter that a similar action or proceeding has been filed or is pending, I hereby undertake to report that fact within five (5) days therefrom to the court or agency where the original pleading and sworn certification contemplated herein have been filed;
6. I executed this verification/certification to attest to the truth of the foregoing facts and to comply with the provisions of Adm. Circular No. 04-94 of the Honorable Supreme Court.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 24th of September 2012, in the City of Manila.

KRUL ACOSTA

SUBSCRIBED AND SWORN to before me this _____ day of September, 2012, in the City of Manila, affiant exhibiting to me his Driver's License No. 12345 issued by the Land Transportation Office on April 8, 2012 at the City of Manila.

ATTY. NO CASE

Notary Public

My Commission Expires Dec. 31, 2012

Roll of Attorney No. 34567

IBP No. 12345/2-5-12/Manila

PTR No. 87654/12-22-11/Manila

Doc. No. _____

Page No. _____

Book No. _____

Series of 2012.

FORM NO. 2: COMPLAINT FOR EJECTMENT WITH DAMAGES

**Regional Trial Court
National Capital Judicial Region
METROPOLITAN TRIAL COURT
Quezon City, Branch 33**

ALIS DI-YAN COMPANY,
Plaintiff,

- versus -

Civil Case No. 2222
For: Ejectment

YOKO NGA,
Defendant.

x ----- x

COMPLAINT

PLAINTIFF, by counsel, respectfully states that:

1. Plaintiff is a foreign corporation organized and existing under the laws of France with business address at 111 Ocean Drive, Tuna Compound, Quezon City; Defendant is a Filipino, of legal age, single and currently resident of 112 Ocean Drive, Tuna Compound, Quezon City, where he may be served with summons and other pertinent processes.

2. Plaintiff owns that property located at 112 Ocean Drive, Tuna Compound, Quezon City which it leased to defendant under the terms and

conditions stated in the Contract of Lease dated 1 January 2005, which contract expires on 31 December 2006. A copy of the contract is attached as ANNEX A.

3. Upon expiration of the contract, plaintiff informed defendant of its intention not to renew the lease as it would use the property for its business expansion; plaintiff then asked defendant to vacate the premises. A copy of plaintiff's letter to defendant is attached as ANNEX B.

4. Despite demand duly made and received, defendant has refused to vacate the premises and continues to occupy the property without plaintiff's consent. *Resort to the Barangay conciliation system proved useless as defendant refused to appear before the Lupong Tagapamayapa. A Certification to File Action is attached as ANNEX C.*

5. Defendant's act of dispossession has caused plaintiff to suffer material injury because plaintiff's business expansion plans could not be implemented despite the arrival of machineries specifically leased for this purpose at the rental rate of US\$500 per month. Defendant's continued occupation of the premises has also forced plaintiff to sue and to incur legal expenses amounting to Fifty Thousand Pesos (P50,000.00).

WHEREFORE, plaintiff respectfully prays for judgment in its favor by ordering defendant to vacate the property and peacefully turn over possession to plaintiff and for defendant to pay plaintiff the amount of US\$3,500 representing rentals on the machineries for seven (7) months and Fifty Thousand Pesos (P50,000.00) for Attorney's fees.

Other just and equitable reliefs are also prayed for.

Quezon City; 13 April 2007.

(Sgd.) ATTICUS FINCH
Counsel for Plaintiff

[Address]

FORM NO. 3: COMPLAINT FOR SUM OF MONEY

**Republic of the Philippines
National Capital Judicial Region
REGIONAL TRIAL COURT
Branch 101, Makati City**

ESTA PADORA,
Plaintiff,

- versus -

Civil Case No. 000882
For: Sum of Money

MANGGA GANTSO,
Defendant.

x ----- x

COMPLAINT

PLAINTIFF, by counsel, respectfully states that:

[2] 1. Plaintiff is a Filipino, of legal age, and resident of 6750 Forbes Park, Makati City; defendant is also a Filipino, of legal age and resident of 6752, Forbes Park, Makati City, where he may be served with summons and other processes.

[3] 2. Sometime in January 2005 and over a period of six (6) months, defendant borrowed certain amounts from plaintiff. Defendant promised to pay these amounts on an installment basis monthly. These amounts now total Nine Hundred Thousand Pesos (P900,000.00).

[4] 3. Despite repeated demands, both oral and written, defendant failed or has refused to pay any amount to plaintiff as no installment payment has even been made. A copy each of plaintiff's two (2) demand letters is attached as ANNEX A and B.

4. Resort to the Barangay Conciliation process proved fruitless as defendant failed to appear, despite notice on him to appear. Thus, a Certification to File Action, a copy of which is attached as ANNEX C, was issued by the Barangay Chairman.

5. Defendant's obligation is due and demandable and plaintiff is entitled to the payment of the entire amount of Nine Hundred Thousand Pesos (P900,000.00) plus legal interest.

6. By reason of defendant's unreasonable failure or refusal to pay his due and demandable obligation, plaintiff was forced to engage the services of counsel to vindicate his rights thereby committing himself to pay legal expenses amounting to Fifty Thousand Pesos (P50,000.00).

WHEREFORE, plaintiff respectfully prays for judgment in his favor through a Decision directing defendant to pay him NINE HUNDRED THOUSAND PESOS (P900,000.00), with legal interest, as ACTUAL DAMAGES and FIFTY THOUSAND PESOS (P50,000.00) as Attorney's Fees.

Other just and equitable reliefs are also prayed for.

Quezon City for Makati; 13 April 2007.

(Sgd.) ATTICUS FINCH
Counsel for Plaintiff
[Address]

FORM NO. 4: ANSWER WITH COMPULSORY COUNTERCLAIM

**Regional Trial Court
National Capital Judicial Region
METROPOLITAN TRIAL COURT
Branch 33, Quezon City**

ALIS DI-YAN COMPANY,
Plaintiff,

- versus -

Civil Case No. 2222
For : Ejectment

YOKO NGA,
Defendant.

x ----- x

**ANSWER
(With COUNTERCLAIM)**

DEFENDANT, by counsel, respectfully states that:

Admissions/Denials

1. He admits the contents of paragraph 1 only insofar as his personal circumstances but specifically denies the contents insofar as plaintiff's personal circumstances for the reason stated in the Affirmative Defenses below.

2. He admits the contents of paragraph 2 only where it states that a Contract of Lease was entered into but specifically denies that the Contract reflects the true intent of the parties as explained in the Affirmative Defenses below.

3. He admits the contents of paragraph 3 only as to the fact that demand to vacate was made but specifically denies its contents as to the truth of the reasons for the letter for lack of knowledge sufficient to form a reasonable belief as to its truth or falseness..

4. He specifically denies the contents of paragraphs 4 to 6 for the reasons stated in the Affirmative Defenses below.

Affirmative Defense

5. Defendant reiterates, repleads and incorporates by reference all the foregoing insofar as they are material and additionally submit that the Complaint should be dismissed because:

5.1. Plaintiff has no capacity to sue as it is a foreign corporation doing business in the Philippines without a license.

5.2. The Complaint fails to state a cause of action as the Contract of Lease (ANNEX A) was, before its expiration, superceded by a Deed of Absolute Sale whereby plaintiff sold to defendant the parcel of land in question, a copy of which is attached as ANNEX 1.

Counterclaim

6. Defendant reiterates, repleads and incorporates by reference all the foregoing insofar as they are material and additionally submit that he is entitled to relief arising from the filing of this malicious and baseless suit, as follows:

6.1. Moral Damages amounting to One Million Pesos (PHP1,000,000/00) because his name and reputation were besmirched by this malicious and baseless suit.

6.2. Attorney's Fees amounting to One Hundred Thousand Pesos (P100,000.00) because he was compelled to secure services of counsel to vindicate his legal rights.

WHEREFORE, Defendant respectfully prays that judgment be rendered in his favor by dismissing the Complaint and granting defendant's counterclaim by awarding defendant: (a) One Million Pesos as Moral Damages, and (b) Fifty Thousand as Attorney's Fees.

Other just and equitable reliefs are prayed for.

Quezon City; 13 April 2007.

(Sgd.) MITCH MCDEERE
Counsel for Defendant
[Address]

FORM NO. 5: CERTIORARI

(Caption and Title)

PETITION

PETITIONER, by counsel, respectfully states that:

1. *(State capacity of petitioner and respondent/s, citizenship, status and residence.)*
2. *(State the date on which copy of Decision was received and/or Resolution on Motion for Reconsideration, if filed, denied.)*
3. *(State briefly the facts and circumstances under which the respondent/s exercising judicial functions acted without, or in excess of, jurisdiction or with grave abuse of discretion amounting to lack or excess of jurisdiction.)*
4. *(State entitlement to Injunction and/or TRO, i.e., [a] petitioner has a clear, legal right, [b] which is threatened by an act or omission of*

respondents, [c] and that, unless restrained, will cause grave and irreparable injury to petitioner. Allege also that petitioner is ready to post a bond in an amount to be fixed by the Court conditioned upon the payment to respondents of any damages suffered arising from the writ should petitioner be found not to be entitled to the writ.)

5. There is no appeal from such decision or any plain or adequate speedy remedy in the ordinary course of law, except this petition.

6. A certified true copy (or duplicate original copy) of the Decision under review is attached as ANNEX A.

WHEREFORE, it is respectfully prayed that a writ of certiorari be issued ANNULING the (act, decision or finding) for being in grave abuse of discretion; in the interim, that a preliminary injunction and/or temporary restraining order issue to ENJOIN any further proceedings by respondents.

Quezon City; 7 July 2007.

(Sgd.) ATTICUS FINCH
Counsel for the Petitioner
[Address]

FORM NO. 6: PROHIBITION

(Caption and Title)

PETITION

PETITIONER, by counsel, respectfully states that:

1. *(State capacity of petitioner and respondent/s, citizenship, status and residence.)*
2. *(If applicable, state the date on which copy of Decision was received and/or Resolution on Motion for Reconsideration, if filed, denied.)*
3. *(State briefly the facts and circumstances under which the respondent/s whether exercising judicial or ministerial functions acted without, or in excess of, jurisdiction or with grave abuse of discretion amounting to lack or excess of jurisdiction.)*
4. *(State entitlement to Injunction and/or TRO, i.e., [a] petitioner has a clear, legal right, [b] which is threatened by an act or omission of respondents, [c] and that, unless restrained, will cause grave and irreparable injury to petitioner. Allege also that petitioner is ready to post a bond in an*

amount to be fixed by the Court conditioned upon the payment to respondents of any damages suffered arising from the writ should petitioner be found not to be entitled to the writ.)

5. There is no appeal from such decision or any plain or adequate speedy remedy in the ordinary course of law, except this petition.

6. A certified true copy (or duplicate original copy) of the Decision under review is attached as ANNEX A.

WHEREFORE, it is respectfully prayed that an injunction or TRO be issued directing respondent/s to desist and refrain from further proceedings in the premises, and that after due notice and hearing, a writ of prohibition issue directing respondent/s to desist absolute and perpetually from further proceedings (in the said action or matter).

Quezon City; 7 July 2007.

(Sgd.) ATTICUS FINCH
Counsel for the Petitioner
[Address]

FORM NO. 7: MANDAMUS

(Caption and title)

PETITION

PETITIONER, by counsel, respectfully states that:

1. *(State the capacity of petitioner and respondent/s and their addresses.)*

2. *(State the facts and circumstances whereby respondent/s unlawfully neglected the performance of an act which the law specifically enjoins as a duty resulting from an office, trust or station, or unlawfully excluded the petitioner from the enjoyment of a right or office to which the petitioner is entitled.)*

3. Petitioner has no appeal from such decision or any plain or adequate speedy remedy in the ordinary course of law, except this petition.

WHEREFORE, it is respectfully prayed that, after due notice and hearing, a writ of mandamus issue commanding respondent/s forthwith to: *(state the act required to be done)*, with costs against them.

Quezon City; 7 July 2007.

(Sgd.) ATTICUS FINCH
Counsel for the Petitioner
[Address]

FORM NO. 8: COMPLAINT IN INTERPLEADER

NALI LITO,
Plaintiff,

SCA No.

- versus -

UMA AGAW and INA AGAWAN,
Defendants.

X ----- X

COMPLAINT

PLAINTIFF, by counsel, respectfully states that:

1. Plaintiff and defendants are all of legal age; plaintiff resides at _____ while defendants reside at _____ and _____, respectively, where they may be served with pertinent notices.

2. On 1 June 2007, plaintiff found a Gold Rolex Oyster watch, without knowing who its true owner is. The watch is now in plaintiff's possession. On or about 5 June 1999, defendants made similar representations to plaintiff as to ownership of the watch.

3. Plaintiff, who claims no interest in the watch, cannot determine the conflicting claims of defendants and thus seeks to compel defendants to interplead and litigate their several claims between themselves.

WHEREFORE, it is respectfully prayed that this Honorable Court issue an order directing defendants to interplead with one another to determine their respective rights and claims and to allow plaintiff to recover his expenses for safekeeping and the costs of this suit, *as first lien upon the subject matter of this action.*

Quezon City; 7 July 2007.

(Sgd.) ATTICUS FINCH
Counsel for Plaintiff
[Address]

FORM NO. 9: ACTION FOR DECLARATORY RELIEF

INA API,
Plaintiff,

- versus -
Civil Case No. 2468

THE CITY COUNCIL
OF QUEZON CITY,
Defendant.

x ----- x

COMPLAINT

PLAINTIFF, by counsel, respectfully states that:

1. Plaintiff is a Filipino citizen of legal age and resident of Quezon City; defendant is the City Council of Quezon City, the duly-constituted legislative body for Quezon City, its members may be served with notices at Quezon City Hall.

2. On 1 August 1999, defendant City Council passed Ordinance No. 2345 making it unlawful to operate cellular phone units while inside a moving vehicle and penalizing any violations with a fine of P1,000.00 for each offense in addition to impounding of the cellular phone unit. The relevant portions of the Ordinance are, as follows:

(Quote the relevant portions)

3. The above-quoted portion is ambiguous because it leaves unfettered discretion to the authorities to stop even urgent and important calls which may be made only while the person is in transit. It fails to consider that, due to the worsening traffic conditions in Metro Manila, majority of business is conducted in transit and over cellular phones. Plaintiff is a lawyer who frequently has to dictate important pleadings over the phone while in transit due to the worsening

traffic condition. The Ordinance appears to bar his doing so but plaintiff is unaware of the limits of permissible action under the Ordinance.

4. Unless declaratory relief is granted, plaintiff will suffer grave and irreparable injury because he is unsure of the instances when he may lawfully use his cellular phone while in a moving vehicle and when such use may lead to confiscation and a fine.

WHEREFORE, plaintiff respectfully prays that this Honorable Court grant declaratory relief and declare plaintiff's rights and duties under the Ordinance.

Quezon City; 7 July 2007.

(Sgd.) ATTICUS FINCH
Counsel for Plaintiff
[Address]

(Caption and title)

COMPLAINT

PLAINTIFF, by counsel, respectfully states that:

1. *(State the capacity and address of both plaintiff and defendant.)*
2. *(State fully and clearly the facts and circumstances showing that defendant is unlawfully occupying a public office and that plaintiff is entitled to hold the same office.)*
3. *(State that plaintiff has demanded that defendant vacate said office and deliver it to plaintiff but that defendant has unlawfully refused to do so.)*

WHEREFORE, plaintiff respectfully prays that a writ of quo warranto issue ousting and excluding defendant from occupying the office of _____ and declare that plaintiff is entitled to the said office and that he be placed forthwith in possession thereof.

Quezon City; 7 July 2007.

(Sgd.) ATTICUS FINCH
Counsel for the Plaintiff
[Address]

APPEAL ON CIVIL CASES

FORM NO. 1: NOTICE OF APPEAL

(Caption and Title)

NOTICE OF APPEAL

DEFENDANT (or plaintiff as the case may be) by the undersigned counsel, hereby files a notice of appeal from the judgement of this Honorable Court in the above-entitled case, dated _____, a copy of which was received by counsel on _____, and appeals the same to the Court of Appeals.

(Venue, Date, Signature)

FORM NO. 2: RECORD ON APPEAL

(Caption and Title)

RECORD ON APPEAL

BE IT REMEMEBERED, that on the dates herein respectively mentioned, the following proceedings were had in the Regional Trial Court of _____:

1. That on _____, the plaintiff-appellee filed a complaint against the defendant-appellant, in the following:

(Copy complaint)

2. That _____, the defendant-appellant filed his Answer to said complaint, as follows:

(Copy complaint)

3. That after due hearing, the court, on _____ rendered the following decision:

(Copy Decision)

4. That on _____, defendant-appellant filed a motion for reconsideration of the following tenor:

(Copy Motion for reconsideration)

5. That on _____, the court issued an order denying the said motion for reconsideration, to wit:

6. That on _____, defendant-appellant received notice of the said order denying his motion for reconsideration, and on

_____ filed his Notice of Appeal to the Court of Appeals as follows:

(Copy notice of appeal)

WHEREFORE, the defendant-appellant prays for the approval of this Record on Appeal and that the same be transmitted to the Court of Appeal, together with all the oral and documentary evidence give and presented at the trial of the above-entitled case.

(Venue, date, signature)

FORM NO. 3: PETITION FOR REVIEW ON CERTIORARI

(Caption and Title)

PETITION FOR REVIEW

PETITIONER in the above-entitled case, and unto this Honorable Court, respectfully avers:

1. That the petitioner is _____; that the respondent is _____;
2. That the following, in brief, are facts of this:

SUMMARY STATEMENT OF FACTS

(Here give a summary statement of the matters involved, in numbered paragraphs, attaching copies of such matters necessary in the determination of the legal issues to be raised, each copy being marked as Annex "A," etc.)

3. The following assignment of errors had been made in the Court of Appeals, to wit: _____;
4. That there are special and important reasons consisting mainly of questions of law justifying a review by this Honorable Supreme Court of the decision of the respondent Court of Appeals (or

Regional Trial Court, Etc., as the case may be). Among said reasons are the following:

REASONS FOR ALLOWANCE OF WRIT

- (1) *(Here raise any questions of law*
- (2) *Which must be distinctly set*
- (3) *Forth*)

5. That attached to this petition is certified copy of the decision of the Court of Appeals (or RTC, etc., as the case may be) herein sought to be reviewed, marked “Annex___,” together with twenty (20) printed copies of the record of appeal.

PRAYER

WHEREFORE, it is respectfully prayed that this petition for on writ of certiorari be granted.

(Venue, date, signature)

(verification)

FORM NO. 4: APPELLANT'S BRIEF

(Caption and Title)

STATEMENT OF THE CASE

(Clear and concise statement of the nature of the action)

STATEMENT OF THE FACTS

(A summary of the proceedings, the appealed rulings and orders of the court, the nature of the judgement and any other matters necessary to an understanding of the nature of the controversy, with page references to the record)

THE ISSUES/ASSIGNMENT OF ERRORS

ARGUMENT

(Under this heading, the appellant should argue on each assignment of error with page reference to the record. The authorities relied upon shall be cited by page of the report at which the case begins and the page of the report at which the citation is found.)

1. First error;
2. Second error;
3. Third error.

RELIEF

(Under this heading, appellant should make specification of the order of judgment which he seeks)

(Venue, date, signature)

(Explanation)

(Affidavit of Service)

FORM NO. 5: APPELLEE'S BRIEF

(Caption and Title)

BRIEF FOR THE APPELLEE

Appellee, thru counsel, and unto this Honorable Court respectfully submits the brief in answer to that of the appellant.

COUNTER-STATEMENT OF FACTS

The statement of facts made by appellant in his brief is so insufficient and inaccurate in many details, that we prefer to make our own counter-statement of facts as appearing in the records of this case.

(Here, state the facts of the case, with reference to the pages of the record in support thereof, but without repetition of matters in the appellant's statement of facts)

ARGUMENT

First alleged error: (here quote the first assignment of error made by appellant in his brief.)

In answer to the above assignment of error allegedly committed by the lower court _____ (*Here the appellee shall set forth references to the record. The authorities relined on shall cited by the page of the report of which the case begins and the page of the report at which the citation is found; viz, Macondray v. Eustaquio, 64 Phil. 446, 456.*)

Second alleged error: (*Here quote second assignment of error made by the appellant in his brief.*)

In answer to the above assignment of error allegedly committed by the lower court _____ (*Here the appellee shall set forth his arguments in answer to the second assignment of error, etc.*)

IN VIE OF THE FOREGOING, it is respectfully prayed that the appeal interposed by the appellant in the above-entitled case be dismissed, with cost in both instances.

(Venue, date, signature)

(Explanation)

(Affidavit of service)

PROVISIONAL REMEDY

FORM NO. 1: COMPLAINT WITH PRAYER FOR ATTACHMENT

Republic of the Philippines
Regional Trial Court
National Capital Judicial Region
Branch 1, Manila

Juan Tamad
Plaintiff,

Civil case no. 11111
For: Sum of Money

-versus-

Maria Makiling
Defendant

x-----x

COMPLAINT

(with prayer for attachment)

Plaintiff, by the undersigned counsel respectfully states that:

1. Plaintiff Juan tamad, of legal age, residing at 22 San Miguel St. Manila; while defendant Maria Makiling is of legal age, residing at 42 San Antonio St. Manila;
2. Defendand borrowed money from the plaintiff amounting to P100,000 and evidenced by a promissory note on December 4, 2009, herein attached as Annex A;
3. The defendant is about to depart the Phiippines with intent to defraud her creditors;
4. There is no sufficient security for the claim sought to be recovered from the defendant in the instant action, and the amount due to plaintiff is as much as the sum for which the order of attachment may be granted above all legal counterclaims;
5. Plaintiff is willing to put up a bond for the issuance of the preliminary attachment in an amount fixed by court, which is not exceeding the amount of plaintiff's claim;

WHEREFORE, it is respectfully prayed that, pending the hearing of the case, a writ of preliminary attachment be issued against the property of the defendant to serve as security for the satisfaction of any judgment that may be recovered herein, and after due hearing on the principal cause of this action, judgment be rendered against the defendant for the sum of P100,000 with interest at the stipulated rate of twelve per centum per annum (12%) from January 20, 2010 plus cost of the suit.

City of Manila; March 3 2010.

SIGNATURE OF COUNSEL

Certification of non forum shopping
Affidavit for Preliminary Attachment

FORM NO. 2: COMPLAINT WITH PRELIMINARY INJUNCTION

Republic of the Philippines
Regional Trial Court
National Capital Judicial Region
Branch 1, Manila

Juan Tamad
Plaintiff,

Civil case no. 11111
For: Sum of Money

-versus-

Maria Makiling
Defendant

x-----x

COMPLAINT

Plaintiff, by the undersigned counsel respectfully states that:

1. Plaintiff Juan tamad, of legal age, residing at 22 San Miguel St. Manila; while defendant Maria Makiling is of legal age, residing at 42 San Antonio St. Manila;
2. Plaintiff is engaged in the exclusive distribution of Nike products in the Philippines;
3. Defendant is also engaged in the sale of Nike products in the Phillipines;
4. As a result of defendants acts , plaintiff suffered damage amounting to P500,000 a month starting January 20, 2010;
5. Defendant continues to commit the act of illegally interfering with the agreement between plaintiff and Nike;
6. Plaintiff is entitled to the relief demanded in whole or part, such relief consists in the discontinuing of the acts complained of for a limited time or perpetually;
7. Plaintiff hereby applies for a writ of preliminary injunction to restrain the defendant from the act herein complained of, and for the purpose offers a bond in such sum this Honorable Court may fix;

PRAYER

WHEREFORE it is respectfully prayed that, after due notice and having a preliminary injunction be issued forthwith to restrain defendant from doing the act complained of, to cease and desist from selling products of Nike in the Philippine, and that after trial, said injunction be made permanent, with costs and such orders which are deemed equitable.

City of Manila March 3 2010.

SIGNATURE OF COUNSEL

VERIFICATION AND CERTIFICATION OF NON FORUM SHOPPING

FORM NO. 3: REPLEVIN

Republic of the Philippines
Regional Trial Court
National Capital Judicial Region
Branch 1, Manila

Juan Tamad
Plaintiff,

Civil case no. 11111
For: Replevin

-versus-

Maria Makiling
Defendant

X-----X

COMPLAINT

Plaintiff by the undersigned counsel and unto this Honorable court respectfully avers that:

1. Both Plaintiff and defendat are of age and is currently residing at 3 Rose st. Tondo Manila and 4 Rose St. Tondo Manila respectively;
2. Plaintiff is the owner of a certain personal property, namely a Hyundai Starex valued at P450,000 and more particularly described as follows to wit;

A motor Vehicle namely a 4 cylinder 1999 hyundai starex van rented by the defendant on January 4 2012 to be used in defendants company outing. Which van defendant failed to return on the same day agreed upon by both parties.

3. Said property has not been distrained or taken for a tax assessment or seized under a writ of execution or preliminary attachment or custodial egis.
4. P;aintiff has demanded from defendant the return of said property but the later refuse and continues to refuse to do so.
5. Plaintiff has executed a performance bond in double the value of the property, in favor of the defendant, for the return of the property to former if such return be adjudged, and for the payment of such sum as the defendant may recover in the action.

WHEREFORE it is respectfully prayed that

- a. The subject property be delivered to the plaintiff;
- b. Defendant be made for the cost of this suit;
- c. The plaintiff be granted such other releifs consistent with law and equity;

City of Manila March 29, 2012.

SIGNATURE OF COUNSEL
VERIFICATION AND CERTIFICATION OF NON FORUM SHOPPING

FORM NO. 4: APPLICATION FOR REPLEVIN

Republic of the Philippines
Regional Trial Court
National Capital Judicial Region
Branch 1, Manila

Juan Tamad
Plaintiff,

Civil case no. 11111
For: Sum of Money

-versus-

Maria Makiling
Defendant

X-----X

PETITION FOR APPLICATION FOR REPLEVIN

Plaintiff by counsel and by this Honorable court respectfully alleges that:

1. Plaintiff has filed an action for Replevin and damages in the above captioned case against the defendant, in connection of the refusal of the defendant to return the personal property of the plaintiff despite repeated demands.
2. Plaintiff have been deprived of the use of said personal property and income as a result of failure to return property.
3. Plaintiff is ready to and willing to post a bond as the court may fix, executed to the defendant in case judgment be not in favor of the plaintiff, and for the payment of such sum as the defendant may recover in the action.

WHEREFORE, plaintiff respectfully prays that said personal property be returned by the defendant with such other costs by which the court may deem just aunder law and equity.

Manila, Philippines. March 5, 2012.

SIGNATURE OF COUNCEL

NOTICE OF HEARING
SERVICE OF PETITION
PROOF OF SERVICE

FORM NO. 5: AFFIDAVIT FOR REPLEVIN

Republic of the Philippines
Regional Trial Court
National Capital Judicial Region
Branch 1, Manila

Juan Tamad
Plaintiff,

Civil case no. 11111
For: Replevin

-versus-

Maria Makiling
Defendant

x-----x

AFFIDAVIT

Plaintiff by the undersigned counsel and unto this Honorable court respectfully states that:

6. Both Plaintiff and defendat are of age and is currently residing at 3 Rose st. Tondo Manila and 4 Rose St. Tondo Manila respectively;
7. Plaintiff is the owner of a certain personal property, namely a Hyundai Starex valued at P450,000 and more particularly described as follows to wit;

A motor Vehicle namely a 4 cylinder 1999 hyundai starex van rented by the defendant on January 4 2012 to be used in defendants company outing. Which van defendant failed to return on the same day agreed upon by both parties.

8. Said property has not been distrained or taken for a tax assessment or seized under a writ of execution or preliminary attachment or custodial egis.
9. P;aintiff has demanded from defendant the return of said property but the later refuse and continues to refuse to do so.
10. Plaintiff has executed a performance bond in double the value of the property, in favor of the defendant, for the return of the property to former if such return be adjudged, and for the payment of such sum as the defendant may recover in the action.

WHEREFORE it is respectfully prayed that

- d. The subject property be delivered to the plaintiff;
- e. Defendant be made for the cost of this suit;
- f. The plaintiff be granted such other releifs consistent with law and equity;

City of Manila March 29, 2012.

SIGNATURE OF COUNSEL
VERIFICATION AND CERTIFICATION OF NON FORUM SHOPPING

FORM NO. 6: COMPLAINT FOR SEPARATE SUPPORT

COMPLAINT

Plaintiff by the undersigned counsel, and unto this Honorable court, respectfully avers that:

1. Plaintiff and the defendant are wife and husband, respectively, having been married in _____ on _____:
2. That out of wedlock (number) of children were born namely: _____;

3. Up to (date) the marital relations between the plaintiff and the defendant were harmonious, until (date) when the defendant frequently _____;

(state the sufficient facts entitling the plaintiff to a separate support)

4. In view of the infidelity of the defendant, the plaintiff was compelled to live separately, with her minor children;
5. The defendant earns a fixed monthly income of _____ pesos; while the plaintiff and her children have nothing, and at present, live on charity of friends;
6. In view of the necessities of the plaintiff and her minor children, the sum of ____ pesos would be a reasonable amount for the support of the plaintiff and her minor children, pendete lite;
7. Plaintiff, without the fault on her part, was compelled to file action for separate support, thereby having incurred the sum of _____ pesos by way of attorney's fees.

WHEREFORE, it is respectfully prayed that:

1. Pendent elite, the defendant be ordered to pay the plaintiff the sum of _____ pesos per month;
2. After due hearing on the principal cause of this suit, the defendant be ordered to pay the plaintiff by way of regular support and maintenance the sum of _____ pesos, payable on or before the fifth of the month;
3. Plaintiff to recover from the defendant the sum of _____ pesos for attorney's fees and the cost of the suit.

City of Manila, March 23, 2010.

Signature of counsel

Verification and Certification of non forum shopping.

CRIMINAL ACTION / INFORMATION

FORM NO 1: ABDUCTION WITH CONSENT

(CAPTION)

COMPLAINT

The undersigned, _____, accuses _____ of the crime of **ABDUCTION**, committed as follows, to wit:

That on or about _____, at about _____ (a.m./p.m.), in the City/Municipality of _____, Province of _____ and **within** the jurisdiction of this Honorable Court, the said accused, did then and

there willfully, unlawfully and feloniously abduct a woman named _____ who is a minor of 14 years while she was on her way home from school, taking and carrying her away on board a black passenger van, against her will and **with** lewd designs.

Contrary to law.

_____, Philippines, ___Date___.

COMPLAINANT

(JURAT)

Witnesses:

FORM NO. 2: ABDUCTION, FORCIBLE

REPUBLIC OF THE PHILIPPINES)

Province Of _____) S.S.

City/Municipality Of _____

x-----x

COMPLAINT AFFIDAVIT

I, Alicia Brazil, of legal age, single, Filipino citizen and a resident of 583-D Matibay Street Sta. Mesa, Manila after having been duly sworn according to law hereby depose and say:

1. That defendant Julio Jose is of legal age, single, Filipino citizen and resident of 3456 Gitnang-Liko Street, Paco Manila.
2. That the plaintiff works as a paralegal for Walang Lokohan Law Office with an office located at 678 Marupok Street, Makati City as evidenced by ANNEX 'A'.
3. That the defendant is a security guard for the same company as evidenced by ANNEX 'B'.
4. That on or about 10:30 in the evening of February 14, 2014, in the City of Makati, Philippines, the said accused, with lewd designs, did then and there willfully, unlawfully and feloniously abducted me while coming out of a toilet in my office by means of force, violence and intimidation by pulling me and forcing me to walk at the parking lot of the same office with a gun pointed at the top of my head and hearing death threats from the defendant should I disobey his wishes.
5. He succeeded in bringing me into his car which is a Toyota Corolla '98 with plate number TYU 789, and brought me to his house where the said accused tried to force me to have sexual intercourse and marry him on several occasions but stops when I start crying.
6. He was able to abduct me for three days leaving me with no means of communication and locking the door of the house when he goes to work.
7. Eventually, I was able to escape with a help of his landlord named Augusto Celis.

RELIEF

WHEREFORE, premises considered, it is most respectfully prayed unto this Honorable Court that, after hearing, judgment be rendered ordering the defendant:

1. To pay moral damages
2. To pay the plaintiff actual damages for the days that I was not able to go to work
3. To pay the plaintiff the cost of the suit;
4. Such other relief as the court may deem proper.

City of Manila, February 20, 2014.

FADERUGAO-FORTALEZA LAW OFFICE

Counsel for the Plaintiff

Unit 123, Victoria Tower I

Taft Avenue, Manila

By:

Maricris Faderugao

Roll of Attorney No. 98765

IBP No. 12345/2-5-12/Manila

PTR No. 87654/12-22-11/Manila

CERTIFICATION OF NON-FORUM SHOPPING

Republic of the Philippines)

Province of _____) S.S.

City/Municipality of _____)

x - - - - - x

I, _____, of legal age, Filipino, (single / married / widow), and a resident of _____, Philippines, after being sworn in accordance with law, hereby depose and certify that:

(a) I have not theretofore commenced any other action or proceeding or filed any claim involving the same issues or matter in any court, tribunal, or quasi-judicial agency and, to the best of my knowledge, no such action or proceeding is pending therein; (c) if I should thereafter learn that the same or similar action or proceeding has been filed or is pending before the Supreme Court, the Court of Appeals, or any other tribunal or quasi-judicial agency, I undertake to report such fact within five (5) days therefrom to the court or agency wherein the original pleading and sworn certification contemplated herein have been filed.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ at _____, Philippines.

AFFIANT

SUBSCRIBED AND SWORN to before me, this _____, by _____ who exhibited to me (his/her) Community Tax Certificate No. _____ issued at _____, Philippines on _____.

Notary Public

FORM NO 3: ABORTION

INFORMATION

The undersigned, _____, accuses _____ of the crime UNINTENTIONAL ABORTION, committed as follows, to wit:

That on or about _____, in the City/Municipality of _____, Province of _____ and within the jurisdiction of this Honorable Court, the accused _____ who did then and there willfully, unlawfully, feloniously, while having a quarrel with one, _____, beat , assault, strike and use personal violence upon the latter, thereby causing an abortion by violence, but unintentionally.

Contrary to law.

_____, Philippines, Date .

ASSISTANT PROSECUTOR

CERTIFICATION

FORM NO. 4: ACTS OF LASCIVIOUSNESS

(CAPTION)

COMPLAINT

The undersigned, _____, accuses _____ of the crime of **ACTS OF LASCIVIOUSNESS**, committed as follows, to wit:

That on or about _____, at about _____ (a.m./p.m.), in the City/Municipality of _____, Province of _____ and within the jurisdiction of this Honorable Court, the said accused _____ did then and there willfully, unlawfully, and feloniously embrace the undersigned, when the latter was about to enter a public toilet, holding her breasts and taking liberties upon her person by force and against the will of the undersigned.

Contrary to law.

_____, Philippines, Date .

COMPLAINANT

(JURAT)

Witnesses:

FORM NO.5: ADULTERY

Republic of the Philippines
Regional Trial Court
National Capital Judicial Region
Branch 1, Manila

Given Tulio
Plaintiff

Criminal Case no. 12345
For: Adultery

-Versus-

Marian Rivera
Accused

x-----x

INFORMATION

The undersigned City Prosecutor, upon sworn complaint filed by the offended party, accuses _____ of the crime of adultery, committed as follows:

That in or about and during the months of _____ and _____ and for some time prior thereto in the city of _____, province of _____, Philippines, within the jurisdiction of the court, the said _____, wilfully and feloniously had sexual intercourse with her co-accused _____, who is not her husband, while the latter, knowing her to be married, wilfully, unlawfully and feloniously had carnal knowledge of her.

Contrary to Law.

City of Manila, March 2, 2001.

City Prosecutor

Witnesses:

BAIL RECOMMENDED:

Certification

FORM NO.6: BRIBERY

COMPLAINT

The UNDERSIGNED, _____, accuses _____, of _____, committed as follows, to wit: That on or about _____,

at about _____ in the _____, _____, Philippines, the said accused did then and there willfully, unlawfully, feloniously, committed BRIBERY, upon the undersigned directly by overt acts to wit: by means of corrupt solicitation, demanded, accepted and agreed to accept cash bribery payments from a confidential informant intending to be rewarded in connection with business a series of transactions in the city of Pasay involving a thing of value P100,000.00. The undersigned executed this affidavit to attest the truthfulness of the foregoing facts and to support the filing of Criminal Cases against _____ for violations of _____. _____, this ____ day of _____, ____.

Offended Party

SUBSCRIBED AND SWORN to before me this ____ day of _____ at _____. I HEREBY CERTIFY that I have personally examined the here in offended party and I am satisfied that they voluntarily executed and understood their given affidavit.

Judge

WITNESSES:

FORM NO.7: CONCUBINAGE

(CAPTION)

COMPLAINT

The undersigned, _____, accuses _____ of the crime of **CONCUBINAGE**, committed as follows, to wit:

That on or about _____, in the City/Municipality of _____, Province of _____ and within the jurisdiction of this Honorable Court, the accused _____ who is the husband of the undersigned Complainant, cohabited and lived together with his co-accused _____ as husband and wife in a private dwelling, begetting out of such cohabitation, a child named _____, the co-accused _____ knowing fully well that accused _____ was a very much married man.

Contrary to law.

_____, Philippines, __Date__.

COMPLAINANT

(JURAT)

Witnesses:

FORM NO.8: CORRUPTION OF MINORS

INFORMATION

The undersigned, _____, accuses _____ of the crime CORRUPTION OF MINORS, committed as follows, to wit:

That on or about _____, in the City/Municipality of _____, Province of _____ and within the jurisdiction of this Honorable Court, the accused _____, who did then and there willfully, unlawfully, feloniously, maliciously conceal his true name to public officer, _____, duly appointed, qualified and acting as such, and while in the performance of his duties, asked the said accused for his true name and the said accused then and there willfully, unlawfully, feloniously and with abuse of confidence and authority, promote and facilitate the prostitution and corruption of a girl named _____, a minor of _____ of age, for the purpose of satisfying the carnal lust of others.

Contrary to law.

_____, Philippines, __Date__.

ASSISTANT PROSECUTOR

CERTIFICATION

FORM NO. 9: DAMAGE TO PROPERTY THROUGH RECKLESS IMPRUDENCE

REPUBLIC OF THE PHILIPPINES)
Province Of _____) S.S.
City/Municipality Of _____

x-----x

COMPLAINT AFFIDAVIT

I, Frederick Lupito, of legal age, single, Filipino citizen and a resident of 185-C Maganda Street, Sta. Mesa, Manila after having been duly sworn according to law hereby depose and say:

1. That I am instituting this complaint against Kristian Buenaventura who is of legal age, Filipino citizen and a resident of 197 Maganda Street Sta. Mesa Manila.
2. That on February 20, 2014, at about 4:00 a.m. Mr. Buenaventura was driving along the neighbourhood in his Toyota Altis while drunk as evidenced by testimonies of witnesses on the incident attached hereto as ANNEX 'A' and ANNEX 'B'.
3. Without any extraordinary circumstance that would warrant an accident, his car bumped the gate of my house, rendering the same to be beyond repair as evidenced by a CCTV footage attached hereto as ANNEX 'C'.
4. That in view of the foregoing facts, I am instituting this complaint as the owner of the aforesaid property.

RELIEF

WHEREFORE, premises considered, it is most respectfully prayed unto this Honorable Court that, after hearing, judgment be rendered ordering the defendant:

5. To pay actual damages in the amount of fifty thousand pesos representing the cost of the property damaged.
6. To pay the plaintiff the cost of the suit;
7. Such other relief as the court may deem proper.

City of Manila, March 23, 2014.

FADERUGAO-FORTALEZA LAW OFFICE

Counsel for the Plaintiff
Unit 123, Victoria Tower I
Taft Avenue, Manila

By:
Maricris Faderugao
Roll of Attorney No. 98765
IBP No. 12345/2-5-12/Manila
PTR No. 87654/12-22-11/Manila

CERTIFICATION OF NON-FORUM SHOPPING

Republic of the Philippines)

Province of _____) S.S.

City/Municipality of _____)

x ----- x

I, _____, of legal age, Filipino, (single / married / widow), and a resident of _____, Philippines, after being sworn in accordance with law, hereby depose and certify that:

(a) I have not theretofore commenced any other action or proceeding or filed any claim involving the same issues or matter in any court, tribunal, or quasi-judicial agency and, to the best of my knowledge, no such action or proceeding is pending therein; (c) if I should thereafter learn that the same or similar action or proceeding has been filed or is pending before the Supreme Court, the Court of Appeals, or any other tribunal or quasi-judicial agency, I undertake to report such fact within five (5) days therefrom to the court or agency wherein the original pleading and sworn certification contemplated herein have been filed.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ at _____, Philippines.

AFFIANT

SUBSCRIBED AND SWORN to before me, this _____, by _____ who exhibited to me (his/her) Community Tax Certificate No. _____ issued at _____, Philippines on _____.

Notary Public

FORM NO. 10: ESTAFA

(CAPTION)

INFORMATION

The undersigned, _____, accuses _____ of the crime of SWINDLING / ESTAFA, committed as follows, to wit:

That on or about _____, at about _____ (a.m./p.m.), in the City/Municipality of _____, Province of _____ and within the jurisdiction of this Honorable Court, the said accused having received from _____ a variety of Ready-to-Wear goods valued at P_____ for the purpose of selling the same on commission, under the express obligation of holding the same in trust for _____ and to remit the proceeds of the sale of the said goods, if sold, or to return the same in case of non-sale, within _____ (____) days from receipt thereof, the said accused did then and there, willfully, unlawfully, and feloniously, misappropriate and convert the said goods or their proceeds to his own personal use and benefit to the damage and prejudice of _____ in the amount of P_____.

Contrary to law.

_____, Philippines, __Date__.

PROSECUTOR

Witnesses:

(Certification of Preliminary Investigation)

FORM NO. 11: HOMICIDE

(CAPTION)

INFORMATION

The undersigned, _____, accuses _____ of the crime of FRUSTRATED HOMICIDE, committed as follows, to wit:

That on or about _____, at about _____ (a.m./p.m.), in the City/Municipality of _____, Province of _____ and within the jurisdiction of this Honorable Court, the said accused, armed with a jungle knife, and with evident intent to kill, did then and there willfully, unlawfully, and feloniously assault, attack and wound one _____ inflicting mortal wounds in different parts of his body, which would have directly caused the death of said _____, thus performing all acts of execution which would have produced the crime of homicide as a consequence, but nevertheless did not produce the same by reason of caused independent of his will, that is, because of the timely medical assistancerendered on the said _____.

Contrary to law.

_____, Philippines, __Date__.

PROSECUTOR

Witnesses:

(Certification of Preliminary Investigation)

FORM NO. 12: HOMICIDE THROUGH ABORTION

(CAPTION)

INFORMATION

The undersigned, _____, accuses _____ of the crime of **HOMICIDE THROUGH ABORTION**, committed as follows, to wit:

That on or about _____, at about _____ (a.m./p.m.), in the City/Municipality of _____, Province of _____ and within the jurisdiction of this Honorable Court, the said accused, armed with a jungle knife, and with evident intent to kill, did then and there willfully, unlawfully, and feloniously assault, attack and wound one _____ inflicting mortal wounds in various parts of his body resulting to his instantaneous death.

Contrary to law.

_____, Philippines, Date .

PROSECUTOR

Witnesses:

(Certification of Preliminary Investigation)

FORM NO. 13: LIBEL

REPUBLIC OF THE PHILIPPINES)
Province Of _____) S.S.
City/Municipality Of _____

x-----x

COMPLAINT AFFIDAVIT

I, Christina San Juan, of legal age, single, Filipino citizen and a resident of 163-D Maganda Street Sta. Mesa, Manila after having been duly sworn according to law hereby depose and say:

1. I am instituting this complaint affidavit against Reklamador Swanget who is of legal age, single, Filipino citizen and resident of 728 Santol Street, Bacood Manila.
2. Plaintiff is the dean of the College of Communication in Polytechnic College of Manila with good standing as evidenced by ANNEX 'A'.
3. Defendant is the editor-in-chief of 'The Insider' which is the official student publication of Polytechnic College of Manila.
4. That on March 15, 2014, the student publication released 2,500 copies of their latest issue with an article entitled, "They Who Should Be Famous – For the Wrong Reasons" written by the defendant as evidenced by ANNEX 'B'.
5. That in the same article, this statement was found, "*Dean Christina San Juan is incompetent in her position but could not be replaced by a better faculty member because of her romantic affair with a married man up in the ranks of PCC administrative officials*". I vehemently deny any truth to this allegation by the defendant.
6. The statement was read by my colleagues and bosses and I was called for an emergency meeting on March 16, 2014 and was asked to take a leave of absence by the board for 60 days without pay as evidenced by 'ANNEX C'.

7. As a direct and proximate result of the defamatory statement, I suffered injury to my reputation including shame, mortification, hurt and emotional distress and was deprived of earning opportunity by virtue of the salary that I was supposed to get had I not been ordered to take a leave of absence for 60 days without pay in the amount of Php 80,000.00

RELIEF

WHEREFORE, premises considered, it is most respectfully prayed unto this Honorable Court that, after hearing, judgment be rendered ordering the defendant:

8. To pay moral damages
9. To pay actual damages in the amount of eighty thousand pesos representing the salary of the plaintiff for two months
10. To pay the plaintiff the cost of the suit;
11. Such other relief as the court may deem proper.

City of Manila, March 20, 2014.

FADERUGAO-FORTALEZA LAW OFFICE
Counsel for the Plaintiff
Unit 123, Victoria Tower I
Taft Avenue, Manila

By:
Maricris Faderugao
Roll of Attorney No. 98765
IBP No. 12345/2-5-12/Manila
PTR No. 87654/12-22-11/Manila

CERTIFICATION OF NON-FORUM SHOPPING

Republic of the Philippines)

Province of _____) S.S.

City/Municipality of _____)

x - - - - - x

I, _____, of legal age, Filipino, (single / married / widow), and a resident of _____, Philippines, after being sworn in accordance with law, hereby depose and certify that:

(a) I have not theretofore commenced any other action or proceeding or filed any claim involving the same issues or matter in any court, tribunal, or quasi-judicial agency and, to the best of my knowledge, no such action or proceeding is pending therein; (c) if I should thereafter learn that the same or similar action or proceeding has been filed or is pending before the Supreme Court, the Court of Appeals, or any other tribunal or quasi-judicial agency, I undertake to report such fact within five (5) days therefrom to the court or agency wherein the original pleading and sworn certification contemplated herein have been filed.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ at _____, Philippines.

AFFIANT

SUBSCRIBED AND SWORN to before me, this _____, by _____ who exhibited to me (his/her) Community Tax Certificate No. _____ issued at _____, Philippines on _____.

Notary Public

FORM NO. 14: MALVERSATION

(CAPTION)

INFORMATION

The undersigned, _____, accuses _____ of the crime MALVERSATION, committed as follows, to wit:

That on or about _____, in the City/Municipality of _____, Province of _____ and within the jurisdiction of this Honorable Court, the accused _____ who is acting as cashier of said court, and as such accountable for the public funds collected and received by reason of his position, in the way of fees, cost and bonds, willfully, unlawfully, and feloniously, and with grave of abuse of confidence, misappropriated, misapplied, and embezzled and converted to his own personal use and benefit, from said funds, the sum _____, Philippines currency, to great detriment of public interest.

Contrary to law.

_____, Philippines, Date .

ASSISTANT PROSECUTOR

CERTIFICATION

FORM NO. 15: MURDER

(CAPTION)

INFORMATION

The undersigned, _____, accuses _____ of the crime MURDER, committed as follows, to wit:

That on or about _____, in the City/Municipality of _____, Province of _____ and within the jurisdiction of this Honorable Court, the accused _____, did then and there, with malice aforestated and with deliberate intent to take the life of _____, willfully, unlawfully, feloniously, suddenly, unexpectedly, and treacherously attack the latter with a knife, first wounding him in the chest, and afterwards, when enfeebled and unable to defend himself, again in the stomach, both wounds being necessarily mortal, thereby causing the direct and immediate death of said _____.

Contrary to law.

_____, Philippines, Date .

ASSISTANT PROSECUTOR

CERTIFICATION

Witnesses:

FORM NO. 16: PARRICIDE

REPUBLIC OF THE PHILIPPINES)
Province Of _____) S.S.
City/Municipality Of _____
x-----x

COMPLAINT AFFIDAVIT

I, Roberto Nores, Filipino, 65, male, single, and a resident of 60 Pureza Street Sta. Mesa, Manila, Philippines, after being sworn to in accordance with law, depose and state:

1. Defendant Carles Nores, is my son residing at the same house at Pureza Street Sta. Mesa, Manila, Philippines;
2. That, at around 10:00 in the evening of October 29, 2012, after dinner, my son arrived at our house;
3. That, he saw my wife, Cecilia Nores in the kitchen washing the dishes, the kitchen being at least 5 feet from the dining table;
4. Without provocation, the defendant pulled a knife from the sink and proceeded to stab my wife with it.
5. That, upon seeing what my son did, rushed to my wife's aid and called the hospital;
6. That, upon seeing that I was approaching he left immediately without

- even saying anything;
7. Upon calling for medical assistance and reaching the hospital, my wife was dead on arrival because of severe blood loss from the stabbing;
 8. After attending to my wife, I reported the said incident to the nearest police station. A true and faithful machine copy of the police report is hereby attached here as “Annex A”;
 9. I am therefore executing this Complaint-Affidavit against my son Carles Nores who may be served with subpoena and other processes of this Honorable Office at his residence at 60 Pureza Street, City of Manila, Philippines;

RELIEF

WHEREFORE, premises considered, it is most respectfully prayed unto this Honorable Court that, after hearing, judgment be rendered ordering the defendant:

12. To pay moral damages
13. To pay the plaintiff the cost of the suit;
14. Such other relief as the court may deem proper.

City of Manila, March 20, 2014.

FADERUGAO-FORTALEZA LAW OFFICE
Counsel for the Plaintiff
Unit 123, Victoria Tower I
Taft Avenue, Manila

By:
Maricris Faderugao
Roll of Attorney No. 98765
IBP No. 12345/2-5-12/Manila
PTR No. 87654/12-22-11/Manila

CERTIFICATION OF NON-FORUM SHOPPING

Republic of the Philippines)

Province of _____) S.S.

City/Municipality of _____)

x - - - - - x

I, _____, of legal age, Filipino, (single / married / widow), and a resident of _____, Philippines, after being sworn in accordance with law, hereby depose and certify that:

(a) I have not theretofore commenced any other action or proceeding or filed any claim involving the same issues or matter in any court, tribunal, or quasi-judicial agency and, to the best of my knowledge, no such action or proceeding is pending therein; (c) if I should thereafter learn that the same or similar action or proceeding has been filed or is pending before the Supreme Court, the Court of Appeals, or any other tribunal or quasi-judicial agency, I undertake to report such fact within five (5) days therefrom to the court or agency wherein the original pleading and sworn certification contemplated herein have been filed.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ at _____, Philippines.

AFFIANT

SUBSCRIBED AND SWORN to before me, this _____, by _____ who exhibited to me (his/her) Community Tax Certificate No. _____ issued at _____, Philippines on _____.

Notary Public

FORM NO. 17: PHYSICAL INJURIES

REPUBLIC OF THE PHILIPPINES)
Province Of _____) S.S.
City/Municipality Of _____
x-----x

COMPLAINT AFFIDAVIT

I, Jason Dyer, 25 years of age, single, Filipino citizen, a resident of Brgy. Bayanihan, Butuan City, after having been sworn to in accordance with law, do hereby depose and state:

1. That on November 1, 2011 at around 6 o'clock in the evening while I was heading home from the cemetery, I met Redentor Toro, Sr. at the corner of Intino Building along J. C. Aquino Avenue;
2. That without warning, he suddenly attacked me with a 2x2 piece of wood while saying "layuan mo sya! akin sya!";
3. That despite being gripped to stop by the bystanders nearby, he still kept on attacking me while shouting "mang-aagaw ka!";
4. That due to the said incident, I suffered a 8-inch wound in my head, a fractured left leg and two broken ribs due to the severe beating, and has been hospitalized for 16 days and advised to a complete rest for 4 weeks or more until my leg brace will be removed and my ribs will be completely healed.
5. I am executing this complaint-affidavit in order to file a case of Serious Physical Injuries against Redemtor Oja, Sr.

RELIEF

WHEREFORE, premises considered, it is most respectfully prayed unto this Honorable Court that, after hearing, judgment be rendered ordering the defendant:

15. To pay moral damages
16. To pay actual damages in the amount to be proved in court
17. To pay the plaintiff the cost of the suit;
18. Such other relief as the court may deem proper.

City of Manila, March 23, 2014.

FADERUGAO-FORTALEZA LAW OFFICE
Counsel for the Plaintiff
Unit 123, Victoria Tower I
Taft Avenue, Manila

By:
Maricris Faderugao
Roll of Attorney No. 98765
IBP No. 12345/2-5-12/Manila
PTR No. 87654/12-22-11/Manila

CERTIFICATION OF NON-FORUM SHOPPING

Republic of the Philippines)

Province of _____) S.S.

City/Municipality of _____)

x - - - - - x

I, _____, of legal age, Filipino, (single / married / widow), and a resident of _____, Philippines, after being sworn in accordance with law, hereby depose and certify that:

(a) I have not theretofore commenced any other action or proceeding or filed any claim involving the same issues or matter in any court, tribunal, or quasi-judicial agency and, to the best of my knowledge, no such action or proceeding is pending therein; (c) if I should thereafter learn that the same or similar action or proceeding has been filed or is pending before the Supreme Court, the Court of Appeals, or any other tribunal or quasi-judicial agency, I undertake to report such fact within five (5) days therefrom to the court or agency wherein the original pleading and sworn certification contemplated herein have been filed.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ at _____, Philippines.

AFFIANT

SUBSCRIBED AND SWORN to before me, this _____, by _____ who exhibited to me (his/her) Community Tax Certificate No. _____ issued at _____, Philippines on _____.

Notary Public

FORM NO. 18: ROBBERY

INFORMATION

The undersigned, _____, accuses _____ of the crime ROBBERY , committed as follows, to wit:

That on or about _____, in the City/Municipality of _____, Province of _____ and within the jurisdiction of this Honorable Court, the accused _____ who did then and there willfully, unlawfully, feloniously, with intent to gain and by force upon things to wit: by forcibly breaking open with blunt instrument a wardrobe belonging to _____, take and carry away therefrom a gold neck chain set with three diamonds and four diamonds valued at _____, to the damage and prejudice of the said owner in the sum.

Contrary to law.

_____, Philippines, Date .

ASSISTANT PROSECUTOR

CERTIFICATION

FORM NO. 19: THEFT

INFORMATION

The undersigned, _____, accuses _____ of the crime THEFT, committed as follows, to wit:

That on or about _____, in the City/Municipality of _____, Province of _____ and within the jurisdiction of this Honorable Court, the accused _____ who did then and there willfully, unlawfully, feloniously, with intent to gain and by force upon things to wit: by forcibly breaking open with blunt instrument a wardrobe belonging to _____, take and carry away therefrom a gold neck chain set with three diamonds and four diamonds valued at _____, to the damage and prejudice of the said owner in the sum.

Contrary to law.

_____, Philippines, ___Date___.

ASSISTANT PROSECUTOR

CERTIFICATION

FORM NO. 20: SEDITON

INFORMATION

The UNDERSIGNED, _____, accuses _____, of _____, committed as follows, to wit: That on or about _____, at about _____ in the _____, _____, Philippines, the said accused did then and there willfully, unlawfully, feloniously, committed SEDITON , upon the undersigned directly by overt acts to wit: by means of violence against lawful civil authority with the intent to cause Makati Mayor Binay overthrow . The undersigned executed this affidavit to attest the truthfulness of the foregoing facts and to support the filing of Criminal Cases against _____ for violations of _____. _____, this ____ day of _____, ____.

Offended Party

SUBSCRIBED AND SWORN to before me this ___ day of _____ at _____. I HEREBY CERTIFY that I have personally examined the here in offended party and I am satisfied that they voluntarily executed and understood their given affidavit.

Judge

WITNESSES:

FORM NO. 21: QUALIFIED TRESPASS TO DWELLING

INFORMATION

The undersigned, _____, accuses _____ of the crime QUALIFIED TRESPASS TO DWELLING , committed as follows, to wit:

That on or about _____, in the City/Municipality of _____, Province of _____ and within the jurisdiction of this Honorable Court, the accused _____ , a private person and without any justifiable cause, entered the house of _____, against the will of the latter.

Contrary to law.

_____, Philippines, ___Date___.

ASSISTANT PROSECUTOR

CERTIFICATION

CRIMINAL PROCEEDING

FORM NO. 1: Motion to Release Cash Bail Bond

(caption)

EX PARTE MOTION TO RELEASE BAIL

DEFENDANT, unto this Honorable Court, most respectfully moves for the release of his Bail Bond in the above-captioned case, alleging as follows:

1. That the herein Defendant has posted Cash Bail Bond for his provisional liberty during the pendency of the above-captioned case, as evidenced by Official Receipt No. _____, dated _____, a copy of which is hereto attached as Annex “A” and made an integral part hereof;
2. That in the Judgment of the Honorable Court promulgated on _____, the herein Defendant was acquitted of all charges and liabilities;
3. However, the said Judgment failed to provide for the release of the Bail Bond posted by the herein accused.

PRAYER

WHEREFORE, in view of the foregoing, Defendant most respectfully prays that his Cash Bail Bond be released.

Other relief just and equitable are likewise prayed for.

_____, Philippines, __Date__.

DEFENDANT

FORM NO. 2: AFFIDAVIT OF DESISTANCE

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S.

(the persons and circumstances below is fictional, please revise)

I, Juan del la Cruz, of legal age, single, and a resident of # 123 Main St., Malate, Manila, after having duly sworn to in accordance with law hereby depose and state:

1. I am the complaining witness for Serious Physical Injuries against Jesus Santos in the case entitled "*People of the Philippines versus Jesus Santos*", Criminal Case No. 12345, Metropolitan Trial Court, Branch No. 11, City of Manila.

2. After my sober and soul searching assessment and analysis of the incident, I have realized that because I was not wearing my eyeglasses and it was dark, I can not

point out, without a doubt the accused or any other person/s who inflicted harm against me.

3. Since I could not state with certainty and without doubt the liability of Jesus Santos, in fairness to him, I am permanently withdrawing my complaint against him. I clear him of whatever responsibility or liability to me.

4. I hereby inform the City Prosecutor of Manila that I am withdrawing my complaint for Serious Physical Injuries in Criminal Case No. 12345 entitled "*People of the Philippines versus Jesus Santos*", Metropolitan Trial Court, Branch No. 11, City of Manila.

5. I likewise request the Metropolitan Trial Court, Branch No. 11, City of Manila to dismiss with prejudice the said criminal case.

IN WITNESS WHEREOF, I hereby set my hand this ___ day of September 20__ at the City of Manila.

Juan de la Cruz
Complaining Witness

SUBSCRIBED AND SWORN to before me this 22nd day of January 20__ at the City of Manila, Philippines.

Romeo Abad
Public Prosecutor

FORM NO. 3: AFFIDAVIT OF DESISTANCE THEFT

Republic of the Philippines)
Province of _____) S.S.
City/Municipality of _____)
x ----- x

AFFIDAVIT OF DESISTANCE

I, _____, of legal ages, Filipino,(single / married / widow), and a resident of _____, Philippines, after having been duly sworn in accordance with law, hereby depose and say:

That I am the private complainant in the criminal case entitled " _____ "; for Theft docketed

as _____ before _____ Trial Court, Branch _____, _____ City, Philippines;

That I found out that the said accused at the time of the incident was not in his right mind and did not know that what he was doing was wrongful and criminal considering that he was suffering from Schizophrenia, Paranoid Type in acute exacerbation as certified to by Dr. _____ of _____;

That the items taken by the accused, consisting of _____ and _____ were immediately recovered from him and their values had been voluntarily reimbursed by the relatives of the said Accused;

In view of the foregoing, I finally manifest that I now completely and absolutely exonerate the accused _____ from any liability in connection with the above-mentioned criminal case and that I am no longer interested, and I hereby desist, in prosecuting the said criminal case;

That I execute this Affidavit of Desistance so that the above-mentioned criminal case be immediately dismissed and considered finally closed and the bond posted by the herein accused be released to him;

As such, I am respectfully praying that the aforementioned case against the Accused _____ be dismissed and finally closed.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ at _____ City, Philippines.

Affiant

(JURAT)

Form No 4: AFFIDAVIT OF DESISTANCE VIOLATION OF BP 22

Republic of the Philippines)
Province of _____) S.S.
City/Municipality of _____)
x - - - - - x

AFFIDAVIT OF DESISTANCE

I, _____, of legal age, Filipino and a resident of Bacolod City, after having been duly sworn in accordance with law, hereby depose and say:

1. That I am the private complainant in the Criminal Cases Nos. _____ to _____ entitled "People of the Philippines vs. _____"; for Violation of Batas Pambansa Bilang 22 pending

before the Municipal Trial Court, Branch_____, _____City,
Philippines.

2.In this regard, the accused_____has already paid in full the amount
represented by the checks subject of the above-mentioned cases, to with:
Criminal Case No.Check No.Amount

3.That in view of the payment in full by the accused, I would like to manifest
that I am no longer interested in the prosecution of the aforementioned criminal
cases and I am respectfully requesting the Honorable Public Prosecutor to move
for the dismissal of the aforementioned cases against the accused.

IN WITNESS WHEREOF, I have hereunto set my hand this_____
at_____, Philippines.

AFFIANT

(JURAT)

FORM NO. 5: Comment on Formal Offer of Evidence

**REPUBLIC OF THE PHILIPPINES
NATIONAL CAPITAL JUDICIAL REGION
REGIONAL TRIAL COURT
BRANCH 33, TAGUIG CITY**

KRIS AQUINO,
Plaintiff,

CIVIL CASE NO. 189-09
FOR: DAMAGES

- versus -

MELDY MARCOS,
Defendant.
X-----X

**COMMENT ON THE FORMAL OFFER
OF DEFENDANT’S EVIDENCE**

PLAINTIFF, thru undersigned counsel, in the above-entitled case, and unto this Honorable Court most respectfully manifests her comments and objections to the Defendant’s Formal Offer of Evidence for the following reasons:

EXHIBIT	DESCRIPTION	COMMENT/OBJECTION
Exhibit 1-1	Official Receipt of Tiffany Circlet Triple Drop Necklace	Plaintiff admits the same with reservation as to its genuineness and due execution.
Exhibit 1-2	Official Receipt of Frank Gehry Morph Earrings	Same as above.
Exhibit 1-3	Official Receipt of Diamonds by the Yard Bracelet	Same as above.
Exhibit 1-4	Official Receipt of Tiffany Metro Ring	Same as above.
Exhibit 1-5	Official Receipt of Lucinda Ring	Same as above.
Exhibit 2	Hotel Security Camera Footage	Exhibit “2” should not be admitted for being irrelevant and merely circumstantial. The mere fact of being recorded as the only person entering the suite does not sufficiently prove that Plaintiff was the one who took the jewelry as the exact time and circumstances of the loss have not been conclusively established.
Exhibit 3	Official Incident Report From Hotel Security	Plaintiff admits the same but with reservation as to its genuineness and due execution and comments that the same is merely circumstantial and insufficient to establish that

		Defendant did not publicly impute a crime to Plaintiff and utter defamatory words against the latter in front of the Bride's wedding party in Suite 1051 on 10 October 2009.
--	--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

PRAYER

WHEREFORE, premises considered, it is most respectfully prayed that this Honorable Court take cognizance of the matters herein set forth and exclude the object evidence identified above.

Other reliefs just and equitable are likewise prayed for.

Makati City for the City of Taguig, 4 February 2010.

PROOF OF SERVICE

I, Speedy Gonzales, messenger of Atty. Jonathan Nepomuceno, herein counsel for Plaintiff Kris Aquino, hereby certify that I personally delivered Plaintiff's Comment to Defendant's Formal Offer of Evidence dated 4 February 2010 to Atty. Laurice Marie Angela Austria, counsel for the Defendant, with address at 8th Floor, Strata 4000 Towers, Emerald Ave., Pasig City. The Comment to Defendant's Formal Offer of Evidence was received by counsel personally.

SPEEDY GONZALES

SUBSCRIBED AND SWORN to before me this 4TH day of February 2010 at Makati City, Metro Manila, personally appeared affiant SPEEDY GONZALES

and exhibiting to me his Driver's License with License No. N-12345, issued at the Quezon City on 14 February 2008.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2010

FORM NO. 6: Pre-Trial Brief

REPUBLIC OF THE PHILIPPINES
REGIONAL TRIAL COURT
NATIONAL CAPITAL JUDICIAL REGION
MAKATI CITY, BRANCH 112

DEREK RAMSEY,
Plaintiff,

- versus -

Civil Case No. 100110
For: Collection of sum of money

JOHN LLOYD,
Defendants.

X- - - - - X

PRE-TRIAL BRIEF

DEFENDANT, by counsel, respectfully submits his Pre-Trial Brief, as follows:

I. WILLINGNESS TO ENTER INTO AN AMICABLE SETTLEMENT AND POSSIBLE TERMS OF ANY SUCH SETTLEMENT

1.1. Plaintiff is open to settling this dispute amicably, subject to a concrete proposal that is fair and reasonable and a reciprocal manifestation of openness from defendant,

1.2. Pursuant to Rule 18 of the 1997 Rules of Civil Procedure, plaintiff respectfully submits that the desired terms of any amicable settlement would involve, first, an admission of amount due and owing to plaintiff and, second, a schedule of payments.

II. BRIEF STATEMENT OF CLAIMS AND DEFENSES

2.1 Plaintiff claims that defendant failed to pay the purchase price of FIVE HUNDRED THOUSAND PESOS (Php 500,000.00) for the Rolex watch delivered to the defendant.

2.2 Defendant raise as defenses that no sale ever transpired and that the checks issued to Mr. Ramsey were stolen and the defendant's signature forged.

III. FACTS AND OTHER MATTERS ADMITTED BY THE PARTIES

3.1. Defendant admits only those facts stated in their Answer, i.e., their personal circumstances and the existence of the bank account and corresponding checks.

IV. ISSUES TO BE TRIED

4.1. Plaintiff submits that the following issue is subject to proof:

4.1.1. The loss of the defendant's checks as the cause for the account's closure and forgery of his signature

4.2. Defendant submits that the following issues are subject to proof:

4.2.1. There was a contract of sale with the plaintiff;

V. EVIDENCE

5.1. Plaintiff intends to present the following witnesses:

5.1.1 Ms. Shaina Magdayao, to establish that the plaintiff and defendant actually met at the Shangri-La Makati Hotel, that the Rolex was the subject matter of a contract of sale between the plaintiff and defendant, and that the defendant paid in cash FOUR HUNDRED THOUSAND PESOS (P400,000) and issued the checks covering the balance;

5.1.2 Ms. Cristine Reyes, manager of the hotel restaurant, as witness to the meeting and the transaction;

5.2. Plaintiff reserves the right to present any and all documentary evidence, which shall become relevant to rebut defendants' claims in the course of trial as well as any other witnesses whose testimony will become relevant to belie defendants' witnesses, if necessary.

VI. RESORT TO DISCOVERY

6.1. Considering the relatively simple issues presented, plaintiff does not intend to avail of discovery at this time;

6.2. Subject, however, to a concrete and reasonable request for discovery from defendant, plaintiff reserves the right to resort to discovery before trial.

VII. AVAILABLE TRIAL DATES

March 17, 2011, March 23, 2011, March 30, 2011 and April 4, 2011

LABOR CASES

FORM NO. 1: POSITION PAPER

Republic of the Philippines
Department of Labor and Employment
NATIONAL LABOR RELATIONS COMMISSION
National Capital Region Arbitration Branch
Quezon City

JESUS T SOCORRO,
Complainant,

**NLRC-RAB Case No.
NCR-07-11054-11**

- versus -

**Hon. Labor Arbiter
ROMELITA N RIOFLORIDO**

**UNISPORT MARKETING CORP., JOSE
YU, ELEANOR YU OCAMPO,**
Respondents.

X -----X

POSITION PAPER

COMPLAINANT, through the undersigned counsels and to this Honorable Office, most respectfully submits this Position Paper –

PREFATORY STATEMENT

When a person has no property, his job may possibly be his **ONLY** possession or means of livelihood and those of his dependents.

When a person loses his job, his dependents suffer as well. The worker should therefore, be protected and insulated against any arbitrary deprivation of his job¹.

The esteemed educator, economist, author and dedicated freemason **Dean Conrado F. Benitez**, always reminded his brother masons that:

¹ ***Philips Semiconductors [Phils.], Inc v Fradiquela, G.R. No 141717, April 14, 2004.***

“One of the five cardinal principles of our Constitution is the promotion of social justice ‘to insure the well-being and economic security of all the people’ which ‘should be the concern of the State’. But Social Justice should not be the concern of the State alone. It should be the concern of all successful citizens whose success is possible only in a free society that enables them to succeed according to their individual merit and initiative. Hence, the Christian and democratic duty of giving and sharing, for verily, “**it is more blessed to give than to receive**”.²

Unfortunately, nowadays this exhortation finds application more in its violation than in its observance especially in the treatment by the employer of his worker. Hence, in case of severance from employment, the poor laborer has no one else to turn to but the State alone.

This call for aid is brought to fore once again in the instant complaint. A hapless employee who, after spending the best years of his life with the same employer was constructively dismissed from employment through a series of discriminatory and oppressive acts.

ACTION

This is a complaint for illegal constructive dismissal with claim for payment of backwages, moral and exemplary damages, unpaid commissions, separation pay and attorney’s fees.

² underscoring and emphasis supplied; **Sovereign Grand Commander’s Message (MW Conrado Benitez, PGM), Christmas Thoughts, Far Eastern Freemason**, from the compilation, **Reynold S. Fajardo, Conrado Benitez, the Mason**, p. 209.

THE PARTIES

1. Complainant, prior to his severance from employment worked as a Sales Manager at Unisport Marketing Corporation, with residence at No 4 Garden Groove St., Park Place Village, Cainta, Rizal, 1900, and for purposes of this case, is duly represented by the **JAWID LAW OFFICE** through the undersigned counsels where he may be served with summons and other processes of this Honorable Office;

2. On the other hand, Respondent UNISPORT MARKETING CORPORATION (UNISPORT, for brevity) is a corporation duly organized and existing under the laws of the Republic of the Philippines with principal office at 497 President Quirino Avenue., Ext., Corner Zulueta St., Paco, Manila, NCR 1007. Co-Respondents Jose Yu and Eleanor Yu Ocampo are the President and Vice-President of UNISPORT, respectively.

FACTS OF THE CASE

3. Complainant started working for UNISPORT in September 1998 initially under Bradgate Marketing Corporation (Marketing Office of UNISPORT). Mr Jose Yu (Mr Yu), the company president offered him a job under its Sales Department. As the department then was experiencing trouble in marketing and selling their **REVA products** (slippers), Complainant literally organized and developed measures intended to promote and increase the sales output of UNISPORT;

4. Considering that the marketing office of UNISPORT only started in July 1998 and Complainant was engaged only two (2) months after as sales manager, he performed the following activities to strengthen the marketing office, to wit:

- a) He systematized Customer Lists nationwide;
- b) He formatted several sales document needed to process Sales Order;

- c) Initially, he was also involved in the Production, Costing, Distribution, Collection and Merchandising of the Product;
- d) He established Planning and Marketing Strategies and Sales Program to boost Input Orders from customers;
- e) Complainant was also responsible for training Eleanor Yu Ocampo, the daughter of the President and also the Vice President of UNISPORT. He introduced her to various long-time clients and storeowners alike to have her familiarize with UNISPORT's prospective customers;

5. The effort put forth by Complainant eventually paid off. From UNISPORT's humble beginnings, its Reva Brand was able to have a place of its own in the entire Philippine market - Luzon, Visayas and Mindanao;

6. **In November 2007, although Complainant had completed and reached the sales quota for that year-end, Respondent Ocampo sought additional sales of THREE MILLION PESOS (PhP3 Million) in the Visayas area. In as much as Complainant did not want to disappoint her, Complainant proceeded to Visayas and tried to pull-off once more the sales.** This is in spite of the fact that it was nearing December and it is difficult to

get orders at that time since most of the products by then, should have been already out in the stores;

7. **Because of additional leg-work required and too much stress, Complainant suffered a stroke on December 10, 2007, not long after he arrived from various provinces in the Visayas.**

8. Complainant had to be confined in the hospital for 13 days. However, because of financial predicament, the doctors allowed him to take a rest in his house but was strictly prohibited from engaging in any stressful activity;

9. Complainant reported back for work in April 2008. **At this point, without any hint of compassion for a person who suffered a stroke, Complainant was told by Ocampo that if he should suffer again a major health problem, she will terminate his services;**

10. On December 11, 2008, Mr Yu, issued a **Memorandum**³ which provides, among others, the increase of Sales Quota for 2009, 2010 and 2011. The said issuance indicated that while the sales quota was increased the commission was reduced. All the more frustrating is that **the memorandum specifically targets Complainant** in the following manner-

“It is also advise (sic) to all sales personnel to discipline your health, a sickly person can’t be tolerated. The management expects that all sales personnel should keep their healthy body; a sick person is also considering having a sick mind.”

11. By the period 2010 up to the early part of 2011, there were drastic drop in the sales of products. **The Product Development headed by Ocampo, placed her orders in China without consulting the Sales Department on the product category and style. As a result, there was a high rejection rate from clients, high inventory in the warehouses and negative comments from the dealers.** This fact is supported by several correspondences from UNISPORT’s customers and also from its very own managers. **The problem with the declining sales of the product REVA was not because of the sales managers’ inefficiency but because of the very style of the product being introduced by the product development department, headed by Respondent herself.** However, despite the obvious reason why clients were backing off from placing their orders, Ocampo blamed Complainant on the reduction of sales;

12. During the second week of May 2011, a Memorandum was issued announcing the transfer of each Department to another location. Ocampo ordered that the air conditioning unit at Complainant’s room dismantled, including the cabinet, sofa and the glass partition of the room. What is appalling is that only Complainant’s air-con unit was pulled out while the rest of the rooms then maintained ventilation. To make matters worse, the period of transfer was extended until June 30, 2011. **The intentional pull-out of the air-con unit was to make the working environment of Complainant an unbearable one.**

³ Annex “A”

13. As early as April to May 2011 the designs of the products affected the decrease in sales. This is evidenced by **emails**⁴ sent by other managers of UNISPORT, indicating the problem with the products' style;

14. Even in the latter days of complainant's service with UNISPORT, in an **email**⁵ sent on June 13, 2011 by **Donna Sia**, Merchandising Manager of Gaisano Capital Group (client of Unisport), she expressed her problem with the designs of the slippers and that she cannot force her buyers to order. This information is well within the knowledge of Ocampo. In fact, as early as October 2010, Ocampo sent an **email**⁶ to the managers telling them of the problem. Again, at this point, it bears stating that the Product Development Department headed by Ocampo is the one responsible in the selection of the product styles and designs;

15. **Ocampo did not stop pressuring Complainant. In fact, for four (4) straight days, Complainant was quarantined from June 14-17, 2011 inside Ocampo's office. She incessantly accused him of being answerable for the sales output.** Ocampo blamed Complainant for the low sales in spite of the fact that she was aware that the very problem was the designs of the product she selected;

16. On June 14, 2011, in another **email**⁷ sent by Ocampo to Complainant, she again faulted him on the reduced sales booking. Ocampo never stopped pressuring Complainant and torturing him of the problem. In fact, again on June 15, 2011, in an **email**⁸ sent by Ocampo, **she again manifested her ill-will and personal resentment against Complainant. Ocampo threatened Complainant that she will retire him,** thus:

“6.) AT THE END OF THE YEAR IF JTS STILL NO IMPROVEMENT THAN (sic) WE WILL RETIRE HIM”

⁴ Annex “B” – “C”

⁵ Annex “D”

⁶ Annex “E”

⁷ Annex “F”

⁸ Annex “G”

17. On that same day, Ocampo took pains to remove from Complainant several accounts he was then handling thereby diminishing and depriving him of his duties as sales manager. This is evidenced by an **email**⁹ she sent to other employees. This was undertaken without the knowledge of Complainant;

18. Not long thereafter or on **June 16, 2011**, Respondent Ocampo called Complainant to her office. She relentlessly pressured him on the product sales. At this point, Respondent uttered to Complainant –

“JES MAS MABUTI PA MAG RESIGN KA NA LANG. MAGPAHINGA KA NA. BABAYARAN KA NALANG NAMIN NG COMMISSION MO”

19. On June 17, 2011, Ocampo told Complainant to just go home when he reported for work. Ocampo’s animosity against Complainant is shown in the **email**¹⁰ she sent to the staff on the same day, instigating them to come together and pressure Complainant, thus:

“x x x. Awaiting your opinions so will forward to jts (Jesus T Socorro)/bom, thus they will see it’s a committee who is deciding.

i’m empowering all of you so that you have a voice that jts will also learn to work with you and hindi parang boss dating niya.

AKO LANG ANG BOSING DITO HAHA”

(Italic, emphasis and underscoring supplied)

⁹ Annex “H”

¹⁰ Annex “I”

20. By June 21, 2011 when he reported back to work, Efren Granada, the Manager of the Human Resource Department and Warehouse Division, called complainant's attention and showed him a copy of the directive issued by Ocampo in her own handwriting, directing him to compute Complainant's accrued benefits. When Complainant saw this, he was so overwhelmed with emotions that he thought that Ocampo was really serious in having him terminated.

21. **Feeling at a loss, unwanted, and despised by Ocampo,** because of the torture and never ending accusations of dismal performance, Complainant eventually gave in.

22. **He was ordered by Efren Granada of HRD to sign a Quitclaim. Complainant, however refused until he sees the computation and receives all his unclaimed salaries and commission. When Complainant went back to office on July 1, 2011 Ocampo went to his room and directed him that he has to make a Resignation Letter¹¹ first so the Accounting Department can start the computation of his receivables. All the while Complainant was making a resignation letter, Ocampo dictated the matters which Complainant must write in his Resignation Letter as he was sitting just in front of her;**

23. It will have to be emphasized in here that the resignation letter of Complainant was initially dated July 1, 2011, the day he went to the office. However, as appearing at the latter portion of the letter, the effectivity of said resignation was changed to June 30, 2011. This was written under the

direction of Ocampo, bearing upon her promise to process all his salaries and commissions immediately;

24. Complainant went back on July 15, 2011 to follow up on his unpaid salary and commissions. To his dismay, upon checking with the

¹¹ **Annexes "J"**

accounting, he was informed that NO COMPUTATION was ever made. To this date, Respondents turned a deaf ear and a blind eye upon Complainant;

25. Complainant was coerced to resign because of the anxiety and burden imposed upon him by Respondents. He was not only forced but also enticed and incited into making a resignation letter under the pretext that he will be given his commission and salary promptly. Albeit the same, up to now, his claims were totally ignored;

26. Due to the foregoing, Complainant filed this instant action for illegal dismissal before this Honorable Office on July 19, 2011.

27. With the failure to settle amicably, both parties were then directed to file their respective Position Paper, hence this submission.

ISSUES

The issues to be resolved in this case are as follows:

- A. Whether there was constructive dismissal;
- B. Whether complainant is entitled to reliefs prayed for.

DISCUSSION

Complainant was Constructively Dismissed

28. There is constructive dismissal if *an act of clear discrimination, insensibility, or disdain by an employer becomes so unbearable on the part of the employee that it would foreclose any choice by him except to forego his continued employment*. It exists where there is *cessation of work because continued employment is rendered impossible*,

*unreasonable or unlikely*¹², as an offer involving a demotion in rank and a diminution in pay;

29. Complainant was with UNISPORT for almost thirteen (13) years. He basically institutionalized and established the marketing arm of UNISPORT until it reached its peak of earning its place in the market through its REVA slippers.

30. However, when progress had stopped and signs of declining sales appeared due to several dogged erroneous decision making-policy in the product development, Complainant was blamed and pressured at the very expense of his own health. Not only did Respondents bury Complainant's accomplishment and contribution with the company, little by little he was boxed at a very compromising situation;

31. **The discrimination started with a Memorandum¹³ which obviously singled out Complainant but evidently was issued on the pretext that the issue is his health condition. The Memorandum was issued the same year Complainant reported back to work after his stroke. Instead of compassion, Complainant was treated with disdain and oppression.** In spite of the fact that his stroke was principally associated with every effort and stress he put across for his work at UNISPORT, Respondents treated his health condition with contempt;

32. Respondents tortured Complainant into thinking that his condition was his own doing and that this made him a liability to UNISPORT. This continued when the company was due to transfer to another location. Respondents made Complainant feel that he was no longer welcome in the Company.

33. Of all people against whom this could have been done, **it was Complainant's air-conditioning unit which was first pulled-out from the building. Without regard to Complainant's health, Respondents made Complainant work in such a fatiguing and wearying environment;**

¹² *Norkis Trading v Gnilo*, 544 SCRA 279.

¹³ Annex "A"

34. *Jurisprudence established that the gauge for constructive dismissal is whether a reasonable person in the employee's position would feel compelled to give up his employment, under the prevailing circumstances*¹⁴. In this case, Respondents made Complainant feel that he is

no longer needed by the company, short of sending him a termination notice. Respondents made it impossible for Complainant to perform his work with motivation but rather only with unreasonable pressure and unnecessary burden;

35. Ocampo's animosity towards Complainant is so clear to be mistaken. Her intent to separate him from UNISPORT is well identified in various correspondences she issued through email. Words such as, "**we will retire him**" is unmistakable - Ocampo wants him out of the company;

36. She made it appear that the cause of the decline in sales was the failure of the sales department to handle the accounts of the customers. To cut short, Ocampo wanted to clean her hands off the dirt at the expense of another. Sadly in this case, it was at the expense of Complainant's employment;

37. Thirdly, Ocampo's ulterior motive to terminate Complainant from work was visibly manifested when she directed him to resign with a false promise that she will just give him his unpaid commissions and salaries;

38. At this point, Complainant had already lost hope. Instead of encouragement, they gave him frustration. Instead of hope, he was castigated with resentment. Until all this put a serious toll upon Complainant, he was disheartened and eventually forced to resign;

39. Complainant knew that staying would only make Respondents render it more difficult for him to continue working. He felt that he just had to let go of his employment. This plan eventually materialized when after four

¹⁴ ***Siemens Philippines, Inc. v. Domingo, G.R. No. 150488, July 28, 2008, 560 SCRA 86.***

(4) days of being pressured, Ocampo induced him into writing a resignation letter

under the pretext that the company would immediately account all money claims due him if he does so resign.

40. However, although almost two (2) months had already passed still no single centavo was spared to Complainant. This made it more difficult for Complainant to find the means for his family's daily wherewithal especially now that he sends his four (4) children to school;

41. To stress out the matter of the forced resignation of complainant, this letter was written in front of Respondent Ocampo and solely upon her direction. This assertion is highlighted by the fact that even the date of such resignation letter which was written and supposed to be dated July 1, 2011, was made to become effective retroactively on June 30, 2011;

42. As discussed above, Complainant was promised to have his salary and due commissions released provided he executes first his resignation letter in his own handwriting. Complainant was strategically forced to separate himself from the company with the promise of financial assistance. This fact was distinctly manifested in the resignation letter Complainant drafted in the presence of Ocampo, to wit –

“And the assistance your going to give would be a big help so I wuld start again and will be treasured. this will be a big help to the education of children’s education”

43. Cleary, Complainant was promised financial assistance. Yet, no amount of monetary aid was ever extended to him even up to this time. Even the manner in which the resignation letter was written could have been constructed in a more articulate and ardent fashion if it was really written voluntarily. Apparently, even the words as spelled and sentences phrased indicated that Complainant was under a lot of pressure and stress at the time he was writing it;

44. Complainant would not have opted to resign. Circumstances surrounding his resignation show that there was no reason for him to do so. He basically started the Marketing Arm of UNISPORT. It was by his initial effort, skills and strategy which made the face of REVA product recognized in the consumer market.

45. REVA is practically Complainant's very own "child" which he nurtured and developed through the years. And just because of an illness which was rooted on Complainant's own effort to empower UNISPORT, he was later on underrated and disowned. **Instead of gratitude and benevolence he was treated with scorn, contempt and oppression;**

46. Was there any reason for Complainant to resign? Complainant prior to being coerced into resigning from work has four (4) children to send to school. He had school fees to pay, allowances to disburse and utility bills to settle. Why would he resign when he had every reason to stay for his family? This is only because he was forced to do so;

47. In sum, Complainant sought relief and justice before this Honorable Office, against the oppression he suffered in the hands of Respondents. Complainant has passion and love for his employment which was a source of a

great deal of pride. He even went to the extent of severely compromising his health, but his effort was returned with ridicule and worst, he was stricken off with the hope of a better life for his children and family;

48. Having been illegally constructively dismissed, Complainant is thus entitled to the payment of his backwages and his unpaid commissions. A constructively dismissed employee having been separated from employment in a manner which the law considers illegal is entitled to receive backwages;

49. As regards Complainant's claim for unpaid commissions, the Memorandum issued by Mr Yu dated December 11, 2008¹⁵ clearly declares that sales personnel are entitled to receive an over-riding commission based on total sales nationwide. **Complainant's commission however for the months of March, April, May and June 2011 were never released to him.** To date,

¹⁵ Please see Annex "A".

Respondents still withhold Complainant's due commissions without any just cause. Taking into account that Complainant in this case was compelled to litigate and engage the services of a counsel to protect his interest¹⁶, the award of attorney's fees is justified under the premises;

50. Considering also that the relationship of Complainant with Respondents has been severely strained, payment of separation pay instead of reinstatement is warranted.

51. Also, as the acts perpetuated by Respondents manifest conscious and intentional design to do a wrongful act against Complainant, the latter is also entitled to be paid moral and exemplary damages.

PRAYER

WHEREFORE, premises considered, it is respectfully prayed of this Honorable Office that after due consideration of this case, judgment be rendered declaring Complainant illegally dismissed and order Respondents jointly and severally liable to pay his backwages, separation pay, unpaid commissions, damages and attorney's fees.

Praying for such other relief just and equitable under the premises.
Pasig City for Quezon City, 14 September 2011.

JAWID LAW OFFICE

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Center
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Ortigas CBD, Pasig City
Tel Nos. 782-42-97 / 687-5363
Mobile Nos. 0918-9115853 /

0932-8827435

Email Add.
counsellor12@rocketmail.com

By:

¹⁶ **Article 2208 (2) of the New Civil Code.**

JAWID
Piñas City
0001196;01.19.11

ARIEL GENARO GARCIA
PTR Nr 10113456;01.04.11;Las
IBP Lifetime Member Nr 01904
Roll Nr39314
MCLE Compliance Nr IV-

1142858;01.05.11;Taguig City
City
0002307;08.03.11

CHATO ANCHETA CABIGAS
PTR Nr A-
IBP Nr 858976; 03.31.11; Makati
Roll Nr 58436
MCLE Compliance No IV-

Copy Furnished

UNISPORT MARKETING CORP
JOSE YU, ELEANOR YU OCAMPO
Respondents
497 President Quirino Avenue., Ext.,
Corner Zulueta St., Paco,
Manila, NCR 1007

**VERIFICATION AND CERTIFICATION FOR
NON-FORUM SHOPPING**

I, JESUS T SOCORRO, Filipino, married, of legal age, and with address at No 4 Garden Groove St., Park Place Village, Cainta, Rizal, 1900, hereby depose and state that:

1. I am the Complainant in the above-captioned case;
2. I cause the preparation of the foregoing position paper;
3. I have read the allegations contained therein and hereby certify that they are true and correct to my knowledge and based on the true records of the case;
4. I hereby certify that I have not filed or caused to be filed any other case or proceeding involving the same issues or subject matter in the Supreme Court, the Court of Appeals, or any other Court, tribunal or quasi-judicial agency, and to the best of my knowledge, no such action or claim is pending therein;
5. Should hereafter I learn that there is a similar pending before any such Courts, tribunal or agency, I undertake to report such fact tot his agency within five (5) days from such knowledge;

IN WITNESS WHEREOF, I hereunto affixed my signature on the same date as above written.

JESUS T SOCORRO

Affiant

SUBSCRIBED AND SWORN to before me this 14 day of September 2011 at the City of _____, affiant exhibiting to me his _____.

Doc No. _____;

Page No. _____;

Book No. _____;

Series of 2011.

FORM NO. 2: REPLY

Republic of the Philippines
Department of Labor and Employment
NATIONAL LABOR RELATIONS COMMISSION
National Capital Region Arbitration Branch
Quezon City

JESUS T SOCORRO,
Complainant,

**NLRC-RAB Case No.
NCR-07-11054-11**

- versus -

**Hon. Labor Arbiter
ROMELITA N RIOFLORIDO**

**UNISPORT MARKETING CORP., JOSE
YU, ELEANOR YU OCAMPO,**
Respondents.

x -----x

R E P L Y

COMPLAINANT, through the undersigned counsels and to this Honorable Office, most respectfully submits this Reply to Respondents' Position Paper –

1. Respondents alleged in their position paper that Complainant was receiving quite a “*comfortable*” compensation package of P53,000/month prior to severance of his employment. While Complainant admits such an amount he receives as his monthly salary from UNISPORT, he begs to contend that the compensation is nowhere near being comfortable. Taking into account the fact that Complainant basically structured and established the initial operation of UNISPORT, until such time that it reached its stature and position

in the market, the amount he is getting as monthly pay is not as much as he deserves;

2. In addition, it is bears emphasizing that Complainant's work does not only include simple task of procuring sales in a limited area and market. When Benjie Valenzuela, sales manager of Luzon, resigned back in 2009, he was the one who took over his place and cover the Luzon market for sales. In the coming year of 2010, when the sales manager of Visayas also left UNISPORT, Complainant was also disposed off to replace the position in the Visayas market. This goes to show only that while Complainant was backing up and covering market areas of Luzon and Visayas, which supposedly should be filled-in by two (2) different managers, he was actually holding three (3) positions at one time, yet, his salary was nailed to P53,000.00. Respondents now had the audacity to call Complainant's salary comfortable;

3. Complainant strongly denies that he insisted in resigning out of UNISPORT. In support of their theory that Complainant did so voluntarily, they argued that the resignation letter was made in Complainant's own handwriting; that he applied for employment clearance¹⁷; and that he surrendered all office tools and gadgets issued to him by UNISPORT.

4. First, the fact that Complainant applied for an employment clearance, does not *ipso facto* conclude that the resignation was freely made. In fact the Release and Quitclaim form attached thereto was never filled-out nor signed by Complainant. Complainant was left without any choice but to apply for a clearance considering that he was told that he can only get the payment of his due commission and unpaid salaries after the completion of his clearance;

5. Second, he returned the issued laptop and mobile phones as he deemed it appropriate considering that these things were not his own but of the company. There is just no reason for Complainant to withhold the same. Third,

¹⁷ See **Annex "2"** – Respondents' Position Paper.

while the resignation letter is indeed written in Complainant's own handwriting, the same does not at all paint a picture of voluntary resignation;

6. Complainant firmly reiterates that the execution of said letter was undertaken under relentless compulsion and pressure coming from Respondent Eleanor Ocampo. To start with, the resignation letter was prepared in front and in the very presence of Ocampo. She was practically directing Complainant as regards what his letter of resignation should contain. Even the date appearing in the letter suggests a clear notion that someone was directing him the things ought to be written therein. The letter was initially dated July 1, 2011, but what could Complainant be possibly thinking when he changed the effectivity of his resignation to June 30 if not that someone actually ordered him to do so, and, when complainant is fully aware that resignation must be made with at least 30 days prior notice to his employer;

7. Again Complainant was required to draft a resignation letter right there and then with the false promise of paying his commissions at the soonest possible time. If Respondents truly intended to give Complainant what is due him, why is it that to date not a single centavo was paid to him? Worse, he is even being demanded to pay the loan he supposedly owe UNISPORT. And, although Complainant admits that he has an existing loan obligation with the Respondent company, is that the right treatment that should be accorded to someone who has practically spent 13 years of his best life to establish, develop and improve UNISPORT. Complainant will never deny his loan obligation, but what truly hurts him is that it now appears that Respondents had totally discounted and disacknowledged Complainant's worth and contribution to the company by shoving off to his face that he is not deserving of anything, not even compassion;

8. Complainant was constructively dismissed by Respondents. He was thrown with overwhelming circumstances prompting him to feel that he has no place in the company. The following are but just of the particulars and conditions which eventually constrained Complainant to let go of his employment;

a. Memorandum¹⁸ issued in 2008 directed against the Complainant although depicted as if meant for every and all employees' notice;

b. Complainant was held for days inside Respondent Ocampo's office where he was verbally pressured and psychologically stressed out by respondent;

c. **Email (Annex F)** dated June 14, 2011 sent by Respondent Ocampo urging him to explain the drop in sales when she knew all along that the very problem was the design she herself chose for the products;

d. **Email (Annex G)** dated June 15, 2011, Respondent Ocampo declared her ill-will against Complainant by stating **"WE WILL RETIRE HIM"**;

e. **Email (Annex H)** dated June 15, 2011, sent by Respondent Ocampo to everyone with words like; **"decided to lessen accounts of jts xxx"** (referring to Jesus T Socorro);

f. June 16, 2011 – Respondent Ocampo verbally told Complainant to just resign and take a rest and that they will just give him his commissions;

g. **Email (Annex I)** sent by Respondent Ocampo **inciting other individuals to go against Complainant;**

h. **Resignation Letter** is in itself a proof that Complainant was directed and forced to resign;

i. Respondent Ocampo after forcing Complainant to resign, by means of deception, made it appear that Complainant would be receiving something when in truth and in fact, Respondent had really no intention to do so;

¹⁸ See **Annex "A"** of Complainant's Position Paper.

9. There is no truth that Complainant willingly wanted to separate himself from UNISPORT and that he insisted to resign. The animosity of Respondent Ocampo against Complainant, as she exhibited in various emails¹⁹, sent to various employees, would evidently disclose her ulterior motive of putting Complainant under extreme condition of stress until such time he was forced to resign. On this matter, Respondent Ocampo was successful.

10. As regards the claim of Respondents for payment of Complainant's loan obligation, while admittedly the same in fact is true; Respondents cannot just automatically deduct the same against his 13th month pay and unpaid commissions. There is no agreement, whether verbal or written, no contract was ever entered into by Complainant with Respondents allowing them to deduct automatically the employee's loan from those that are due him under the law. Since no notice was ever given him, this is completely a violation of Complainant's right to due process. If Respondents want to recover Complainant's loan obligation, there is an appropriate forum for that. It is wrong to muddle such issue in this controversy as the same should not in any manner affect Complainant's right granted by the Constitution and labor laws;

11. Lastly, Complainant emphasizes that it is a horn-book doctrine that the courts in deciding cases between labor and employer, they should be guided by the time-honored principle that if doubt exists between the evidence presented by the employer and the employee, the scales of justice must be tilted in favor of the latter. The rule in controversies between a laborer and his master distinctly states that doubts reasonably arising from the evidence, or in the interpretation of agreements and writing, should be resolved in the former's favor²⁰;

52. Considering that Complainant was indeed constructively illegally dismissed, he is entitled to be paid his backwages, unpaid commission, moral and exemplary damages, attorney's fees and separation pay in lieu of reinstatement;

¹⁹ See Annexes "F" , "G" , "H" and "I" of Complainant's Position Paper.

²⁰ **Lores Realty Enterprises, Inc., v Pacia, G.R. No. 171189, March 9, 2011** citing **E.G. & I Corporation v. Sato, G.R. No. 182070, February 16, 2011.**

PRAYER

WHEREFORE, premises considered, it is respectfully prayed of this Honorable Office that after due consideration of this case, judgment be rendered declaring Complainant constructively illegally dismissed and order Respondents to be jointly and severally liable to pay his backwages, separation pay, unpaid commissions, damages and attorney's fees.

Praying for such other relief just and equitable under the premises.
Pasig City for Quezon City, 06 October 2011.

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UNISPORT MARKETING CORP
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FORM NO. 3: REJOINDER

Republic of the Philippines
Department of Labor and Employment
NATIONAL LABOR RELATIONS COMMISSION
National Capital Region Arbitration Branch
Quezon City

JESUS T SOCORRO,
Complainant,

**NLRC-RAB Case No.
NCR-07-11054-11**

- versus -

**Hon. Labor Arbiter
ROMELITA N RIOFLORIDO**

**UNISPORT MARKETING CORP., JOSE
YU, ELEANOR YU OCAMPO,**
Respondents.

X -----X

REJOINDER

COMPLAINANT, through the undersigned counsels and to this Honorable Office, most respectfully submits this Reply –

1. Respondents, in their Reply, attached the affidavit of Unisport’s President, Mr Jose Yu, who made various allegations that are wholly irrelevant to controvert the material allegation of constructive illegal dismissal and corresponding proofs proffered by Complainant;

2. Mr Yu even declared that although Complainant's job and duties are indeed multifarious, his theory is that they were far from being stressful. To reiterate the purposes of Complainant's job, are as follows:

- a. To **deliver the assigned nationwide sales quota** for the year;
- b. To supervise the sales force in the implementation of the sales program;
- c. To complement with Consignment and Boutique Section in the implementation of overall corporate strategies;
- d. To administer the daily activities of the Collection Unit
- e. To assist the CMSO in the development of marketing plans and sales program.

3. While Mr Yu's opinion that Complainant's job was never stressful, the same observation runs counter against the very purpose of Complainant's job. **It is his responsibility to see to it that he delivers the assigned sales quota for the year.** Even an ordinary person, not adept to the intricacies of the sales world, would find it difficult to think in the outstretched imagination that procuring sales quota is like a walk in a park. Let alone to be burdened with additional multitude of duties, such as, but not limited to: **providing strategic and operating guidelines to the sales force, taking care of the collection of payables, ensuring proper disposition and receipt of deliveries, directly handling key accounts in Metro Manila,** developing sales program and training, **directly handling sales complaint beyond the level of the sales force** and **making periodic rounds to key provincial customers to sustain business relation;**

4. Mr Yu also denies Complainant's allegations in paragraphs 3, 4, and 5 of his Position Paper. He mentioned that, Complainant's alleged claim that he single-handedly developed measures intended to increase the sales output, is fallacious. To start with, Complainant never said that he single-

handedly developed measures adopted in sales. Complainant merely pointed out that the strategies used in increasing the sales mostly originated from his ideas which were later on adopted by the sales workforce to boost sales output;

5. What is mostly depressing in this case is that, Mr Yu, under paragraph 6 of Respondents' Reply, in desperate attempt to reject Complainant's cause, opted to attack the very person of Complainant by imputing against him the disposition of being a drunkard, a womanizer, and even his working habits. These allegations apparently were embodied in an **Incident Report**²¹ made by a certain Dolores R Resuello and a **document**²² containing several imputations allegedly signed by a certain Ms Macam;

6. These documents are wanting of any probative value. It is a basic rule on evidence that the moral character of a party is generally inadmissible. It may be admitted only when the issue of pertinent character is itself involved in the case.²³ Also, not only that the allegations in the incident report are self-serving, the incident report itself does not have any evidentiary weight considering that it can be easily prepared at any time, even at present, with printed date allegedly pertaining to a 2008 incident. Complainant would also wish to make an observation anent the written cellphone number on the incident report. From this standpoint, what appears is that the same is written in order to relate it to a cellphone bill of Bradgate Marketing Corporation indicating several calls made to the same cellphone number. The only problem is that such billing statement alone could never prove who made the calls much less the identity of the owner of such cellphone number;

7. In this case, Complainant's primary cause of action against Respondents is that his working environment was attended with so much animosity, insecurity and hatred against him. The circumstances Complainant had to put up with at the company starting at the time he suffered stroke were so much for him to bear. Adding insult to the injury, Mr Yu's daughter Eleanor

²¹ **Annex "9" – Respondents' Reply.**

²² **Annex "10" – Respondents' Reply.**

²³ **Section 51, Rule 130, Rules on Evidence.**

Ocampo maliciously paved the way in order to make Complainant’s remaining days with the company so strenuous and unyielding;

8. In Mr Yu’s own statement, he maintained that the purpose of the Memorandum²⁴ is to **REWARD those who EXERTED EFFORT to attain their targets and PENALIZE those who had lackluster sales performance.** The subject Memorandum provides the following mandated Sales Quota:

2009 QUOTA Php 85,000,000.00	
QUOTA	RATE OF COMMISSION
Above 100%	1.03%
91% - 100%	1.00%
86% - 90%	0.90%
81% - 85%	0.85%
76% - 80%	0.80%
75% and Below	.000%

2010 QUOTA Php 95,000,000.00	
QUOTA	RATE OF COMMISSION
Above 100%	0.96%
91% - 100%	0.93%
86% - 90%	0.84%
81% - 85%	0.79%
76% - 80%	0.74%
75% and Below	.000%

2011 QUOTA Php 85,000,000.00	
QUOTA	RATE OF COMMISSION
Above 100%	0.93%
91% - 100%	0.90%

²⁴ Annex “A” – Complainant’s Position Paper.

86% - 90%	0.81%
81% - 85%	0.76%
76% - 80%	0.72%
75% and Below	.000%

9. While Mr Yu claims that the purpose of the new commission scheme is to reward those who exert effort to attain the target quota, this appears quite contrary to the figures reflected in the memorandum. Observe the change of commission rate from 2009, 2010 to 2011. **The AMOUNT OF COMMISSION WHICH A SALESMAN MAY RECEIVE CLEARLY DECREASES in the years following through;**

10. Now Respondent Yu argues that the purpose of the commission scheme is to REWARD those who exerted effort to attain the quota sales. How can this be true when the commission rate is markedly reduced and diminished while the sales percentage quota is retained. One does not need to have a brilliant mind to realize that there can never be a REWARD in this case WHEN THE COMMISSION IS DISCOUNTED while the TOTAL SALES QUOTA REQUIRED EVERY YEAR INCREASES;

11. While more effort is required to be extracted from the salesmen, the corresponding commissions pertinent thereto never commensurate the exertion put forth by them. It seems to us that whether one attains the quota or not, the memorandum leads to the same effect - dissatisfaction and disheartenment on the part of the salesmen.

12. Mr Yu averred that the memorandum is an exercise of management prerogative. He added under second stanza, paragraph 10 of their Reply that **he also made it a policy to withhold any commission from those who have been sick leave for a continuous one-month period.** Evidently, what Respondent sought to impose against an employee who had just suffered from illness is to hold back the commission due from him at the moment he needs it the most. Clearly, compassion for the sick is not one of the virtues being practiced by Respondents. This merely bolsters the allegation of Complainant that the memorandum was ill-motivated and was issued to

personally attack and further aggravate the poor health condition of Complainant;

13. Respondents also questioned why the 2008 Memorandum was used as basis of the charge of constructive dismissal when Complainant separated from Unisport only on July 1, 2011. In reply to this query, it bears emphasizing that the Memorandum was not the sole basis utilized by Complainant in his claim for constructive illegal dismissal. The memorandum merely ignited the series of harassment and discrimination undertaken against him, by and through his daughter Eleanor Ocampo;

14. In addition to the memorandum, several correspondences sent through e-mail evidencing Respondent Ocampo's display of disdain and contempt against Complainant literally led him to feel the stress in staying and pressured him in letting go of his employment;

15. Words used in the emails such as, **“WE WILL RETIRE HIM”, “DECIDED TO LESSEN THE ACCOUNTS OF JTC”** and **“I’M EMPOWERING ALL OF YOU SO THAT YOU HAVE A VOICE SO THAT JTS WILL ALSO LEARN TO WORK WITH YOU AND HINDI PARANG BOSING DATING NYA... AKO LANG ANG BOSING DITO HAHA**, which literally call for employees to rise up against Complainant are too hard pieces of evidence showing that up to the last days of Complainant in the company, Respondent Ocampo made it so difficult for him to continue working at Unisport;

16. Lastly, in the sworn statement of Efren Grandana, he denied having shown Complainant a written directive from Respondent Ocampo, to compute his accrued benefits. This bare denial cannot stand against an affirmative allegation of an employee. Nonetheless, in the regular course of business, the accounting department undertakes the computation of whatever is due an employee. However, this procedure was no longer followed by the cohorts of Respondent Ocampo who were also equally responsible in pressuring Complainant to leave the company;

17. Efren Granada also allegedly saw only Complainant in writing his resignation letter without Respondent Ocampo. This declaration is a blatant lie. All the while Complainant was writing his resignation letter, he was in the very presence of Ocampo who directed the matters to be written therein. Noteworthy to state, in the normal course of events, an employee most willing to resign would not have drafted, prepared and written the same inside the company premises, or at the very least, in the presence of his own boss;

PRAYER

WHEREFORE, premises considered, it is respectfully prayed of this Honorable Office that after due consideration of this case, judgment be rendered declaring Complainant constructively illegally dismissed and order Respondents to be jointly and severally liable to pay his backwages, separation pay, unpaid commissions, damages and attorney's fees.

Praying for such other relief just and equitable under the premises.
Pasig City for Quezon City, 27 October 2011.

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FORM NO. 4: MEMORANDUM

REPUBLIC OF THE PHILIPPINES

COURT OF APPEALS

MANILA

(Special Fourth Division)

JESUS T. SOCORRO,

Petitioner,

C.A. G.R. S.P. No.

126946

(NLRC RAB No. 07-11054-11)

-versus-

(NLRC LAC No. 03-001067-12)

**NATIONAL LABOR RELATIONS
COMMISSION, UNISPORT
MARKETING CORP., ET AL.,**

Respondents.

X-----X

MEMORANDUM FOR PETITIONER

PETITIONER, through the undersigned counsels, in compliance with the Resolution of this Honorable Court dated March 13, 2013, most respectfully submits this Memorandum and state:

PREFATORY STATEMENT

It is said that one of the most painful hurt is caused by the one close to us. The pain is even exacerbated when what is used to beat us is a hard and very cold implement called INGRATITUDE.

STATEMENT OF FACTS

1. Petitioner started out working for UNISPORT as sales manager in September 1998 under Bradgate Marketing Corporation, which is then the marketing arm of UNISPORT. As the company at that time was experiencing trouble in marketing and selling their **REVA products** (slippers), Petitioner organized and developed measures to promote and increase the sales of UNISPORT. All the efforts exerted by Petitioner paid off. UNISPORT's Reva Brand was able to establish a niche of its own in the entire Philippine market.

2. **Because of too much stress brought about by the additional sales demand, Petitioner suffered from stroke on December 10, 2007 after he came back from the Visayas province.** Petitioner reported back to work only in April 2008. At this point, without due regard to Petitioner's health condition, OCAMPO told him that if he should suffer again a major health problem, she will terminate his services. On December 11, 2008, YU, issued a **Memorandum** (Please refer to **Annex "D" – Annex "A"** of petitioner's Position Paper) which provides, among others, the requirement of increase in Sales Quota for 2009, 2010 and 2011. The Memorandum ***advised all sales personnel to discipline their health and made a pronouncement that a sickly person cannot be tolerated;***

3. By year 2010 up to the early part of 2011, there were drastic drop in the sales of products. **The Product Development headed by OCAMPO, placed her orders in China without considering the position of the Sales Department on the product category and style.** What OCAMPO did was merely to circulate to the sales department the image of the products which have already been placed in order, only FOR NOTICE. As a result, there was a high rejection rate from clients, high inventory in the warehouses and negative comments from dealers;

4. During the second week of May 2011, a Memorandum was issued announcing the transfer of each Department to another location. **OCAMPO ordered that the air conditioning unit at Petitioner's room dismantled, including the cabinet, sofa and the glass partition of the room. What was more awful was that it was only Petitioner's air-conditioning unit that was pulled out while the rest of the rooms maintained theirs.** To make matters worse, the period of transfer was extended up to June 30, 2011. **The motive behind the intentional pull-out of the air-con unit was**

undoubtedly clear - to make the working environment of Petitioner more unbearable;

6. **OCAMPO did not stop pressuring Petitioner** OCAMPO always put the blame on Petitioner for the low sales in spite of the fact that she was well aware that the very problem was the designs of the product she selected;

7. On June 14, 2011, in another **email** (Please refer to **Annex “D”** – **Annex “F”** of petitioner’s Position Paper) sent by OCAMPO to Petitioner, she again faulted him on the reduced sales booking. OCAMPO never stopped pressuring and torturing him of the problem she herself created. In fact, again on June 15, 2011, in an **email** (Please refer to **Annex “D”** – **Annex “G”** of petitioner’s Position Paper) she again manifested her ill-will and personal resentment against HIM. OCAMPO even threatened him that she would retire him early by mentioning in the email that if at the end of the year and Petitioner still has not improved, then she will terminate his employment. The threat was followed by series of harassment when **OCAMPO removed from Petitioner several accounts he was then handling. By doing so, Petitioner was deprived of possible commissions for the lost accounts.** This was evidenced by an **email** (Please refer to **Annex “D”** – **Annex “H”** of petitioner’s Position Paper) she sent to other employees.

8. Not long thereafter OCAMPO verbally demanded that Petitioner might as well resign from the company. OCAMPO’s grudge against Petitioner escalated. In an **email** (Please refer to **Annex “D”** – **Annex “I”** of petitioner’s Position Paper) OCAMPO sent to her staff she even instigating them to come together and pressure Petitioner, by saying:

i’m empowering all of you so that you have a voice that jts will also learn to work with you and hindi parang boss dating niya.

AKO LANG ANG BOSING DITO HAHA”

(emphasis and underscoring supplied)

9. By June 21, 2011 when Petitioner reported to work, Efren Granada, the Manager of the Human Resource Department (HRD) and Warehouse Division, called his attention and showed him a copy of the

directive issued by OCAMPO in her own handwriting, directing him to compute Petitioner's accrued benefits. At this point, Petitioner could not believe that OCAMPO was really serious in terminating his employment. All these put a huge toll upon him that he was eventually forced to just leave his work. Sometime on July 1, 2011 OCAMPO went to his room and directed him that he has to make a Resignation Letter which was written under the direction of OCAMPO who dictated the matters to be written thereon. Petitioner was left with no other option but to resign because of the anxiety, discriminatory working environment, malicious remarks urging him to resign, and other unnecessary burden imposed upon him by OCAMPO;

10. Due to the foregoing, Petitioner filed this instant action for illegal constructive dismissal before the Office of the Labor Arbiter on July 19, 2011. The Labor Arbiter subsequently rendered a decision dated February 23, 2012 resolving the case in favor of Respondents. Petitioner appealed the decision of the Labor Arbiter to the NLRC which decided in favor of the Respondents. Petitioner's Motion for Reconsideration was likewise denied. Hence, this petition.

II

ISSUES TO BE RESOLVED

Whether or not Public Respondent NLRC, gravely abused its discretion when it affirmed the Decision of the Honorable Labor Arbiter finding that Petitioner voluntarily resigned.

Whether or Public Respondent NLRC, gravely abused its discretion when it found that there is no constructive dismissal in this case.

III

ARGUMENTS AND DISCUSSION

The NLRC erred in affirming the findings of the Labor Arbiter that: Respondents were able to show that the resignation of Petitioner was made voluntary.

11. *Public Respondent affirmed the ruling of the Labor Arbiter finding that Petitioner's resignation was done voluntarily. It harped on the resignation letter executed by Petitioner emphasizing that resignation is written in Petitioner's own handwriting and that it contained words of gratitude. Additionally, it mentioned that Petitioner was promised the release of his receivables (commissions) and that he filed this complaint upon learning that Respondents did not make a computation of his commissions. Moreover, Public Respondent likewise reiterated the rationale adopted by the Labor Arbiter in rebutting Petitioner's claim of forced resignation;*

12. We submit that while the letter of resignation was in fact written in Petitioner's own handwriting it did not *ipso facto* make the resignation voluntary. **The circumstances as to how the letter was written must be scrutinized to determine the voluntary or, to put it more accurately, the involuntary nature of the act;**

13. *The Labor Arbiter stressed that the words of gratitude appearing on the letter could hardly come from someone forced to resign.*

14. All we can say is that this observation could have been correct if it were freely written by the hapless employee. But sad to say this is not the case in here. **Once more and with a renewed emphasis - we would like to stress that at the time the resignation was made OCAMPO was at Petitioner's throat directing the matters which should be put in the letter;**

15. The denial made by Granada who allegedly saw Petitioner writing his resignation letter by himself could not be treated as a reliable source of truth. This allegation was not only specifically denied by Petitioner, the facts are undisputed that **during the entire time Petitioner was writing his resignation letter, the only one present was OCAMPO who directed and checked the contents written in his letter.** Granada was nowhere in the room when OCAMPO ordered Petitioner to write the letter. How could he have known what Petitioner was writing in his resignation letter? Granada's claim is incredible in light of these circumstances. Granada had no personal knowledge of the events surrounding the incident when Petitioner wrote such letter under the dictates of OCAMPO, thus, his statements are not only **incompetent but also doubtful.**

16. More than that, why would such an act of appreciation toward the company which Petitioner has helped established and eventually came to love for 13 years, be taken against Petitioner? Petitioner does not deny that he was grateful for having become a part of UNISPORT. And true enough, his love for the company is declared in his letter. **But it should not be overlooked that the incidents that steered him and pushed him into resigning and to write the letter of resignation was due to OCAMPO's unfair treatment, hatred, and clear disdain against him. Sadly, this was never passed upon nor considered by the Honorable Public Respondent.**

17. *The Labor Arbiter mentioned that Petitioner is not a gullible person who could be influenced in writing a resignation letter in such tenor.*

18. True enough, Petitioner is not an unlettered individual, but it is noteworthy that at the time the letter was written Petitioner was under severe stress and pressure. It is not highly unlikely for **any individual** to act upon things which under normal circumstance would have been carefully thought of. Petitioner, still as a human being, became sensitive to highly hostile and antagonizing environment he had to put up with. Petitioner here spent thirteen

(13) years of his life with a company that he helped build. It was his dream to place the brand REVA in the map of the sporting world - a dream and promise which he successfully fulfilled. How would a man who helped improve the REVA brand feel when faced with such resentment? There was just so much disdain and utter ingratitude thrown at him? In the face of all these, who would not have lost his equanimity, balance and focus?

19. We believe that the **voluntariness of the resignation must not only be assessed on the basis solely of a handwritten resignation letter and its cold wordings but also on the circumstances and reasons why it was written;**

20. In the case of *Peñaflor vs. Outdoor Clothing Manufacturing Corporation*²⁵, the Supreme Court ruled in favor of Peñaflor, who after submitting his resignation letter also filed a case for constructive dismissal against his employer. The Court in deciding in his favor ruled that he **“was constructively dismissed given the hostile and discriminatory working environment he found himself in”**.

21. The Supreme Court also ruled in the case of *SHS Perforated Materials Incorporated vs. Diaz*²⁶ that the respondent was forced to resign despite the fact that the latter served his resignation letter. The Court considered the same as constructive dismissal, citing the case of *Duldulao v. Court of Appeals*²⁷, where the court ruled that “there is constructive dismissal if an act of **clear discrimination, insensibility, or disdain** by an employer **becomes so unbearable** on the part of the employee that it would foreclose any choice by him except to forego his continued employment. It exists where there is cessation of work because continued employment is rendered impossible, unreasonable or unlikely, as an offer involving a demotion in rank and a diminution in pay”. In that case, what made it impossible, unreasonable or unlikely for respondent to continue working for SHS was the unlawful withholding of his salary;

²⁵ G.R. No. 177114, January 21, 2010.

²⁶ G.R. No. 185814, October 13, 2010.

²⁷ G.R. No. 164893, March 1, 2007.

22. The foregoing cases only show that in numerous instances, the Highest Court of this land looked beyond the existence of a resignation letter and considered the circumstances surrounding the case and the evidence presented in ruling that the resignations were not voluntary and that the same constitute constructive dismissal;

23. *Public Respondent even agreed with the Honorable Labor Arbiter that when Petitioner returned his laptop, cellular phones, calculator, stapler and company car assigned to him this was an indication of the voluntary nature of his resignation;*

24. We beg to disagree on the above conclusion. Petitioner had to return the issued laptop and mobile phones considering that these things were not his but that of the company. Not only that there is no reason for him to withhold them, he was also afraid that his continued possession of these company supplies might be used against him. This is not rocket science nor unfounded supposition but is practical reality;

25. *Public Respondent is of the opinion that Petitioner filed this complainant upon learning that Respondents did not make a computation of his receivables as promise.*

26. With all due respect to the Public Respondent, but it seemed to have erroneously concluded of the proximate cause why Petitioner decided to leave work. The promise of Respondent to give Petitioner his commission came in the latter part of the events only after the series of discrimination Ocampo burdened Petitioner. This was never THE PROXIMATE REASON why Petitioner had to resign. The receivables were merely the consequence of the forced resignation. And what further infuriated Petitioner was that he was deceived by respondents. They never intended to fulfill their promise. It was just a scheme, a ploy to throw Petitioner out of the company destitute in all. Is this not a classic case of INJUSTICE CRYING OUT TO HIGH HEAVENS?

27. Petitioner had no choice but to file this case. In fact, it is our stand that the promise of disbursing Petitioner's receivables was even adopted by Ocampo to entice Petitioner and ultimately overwhelm Petitioner to grab in

the opportunity to leave his work and receive his money in return. To Petitioner's mind, if he would not write such letter of resignation, Respondent Ocampo will just hurt him more and cause further difficulty in claiming his commissions. If Respondents were even acting in all good faith when they offered Petitioner to release his receivables, why is that to date there is still no attempt on their to give what is due Petitioner? If this is not corrected, where is Social Justice in here as eloquently described by Justice Laurel in *Calalang v Williams*²⁸?

28. Resignation is a formal pronouncement or relinquishment of an office, with the intention of relinquishing the office accompanied by the act of relinquishment. As the intent to relinquish must concur with the overt act of relinquishment, the acts of the employee before and after the alleged resignation must be considered in determining whether, in fact, he intended to sever his employment²⁹;

29. In this case, **the overt acts of Petitioner before and after the alleged resignation do not show his intention to sever his employment. What even strongly negates the claim of resignation is the subsequent filing of complaint for constructive dismissal;**

²⁸ G.R. No. 47800, December 2, 1940; ***Social justice*** is “neither communism, nor despotism, nor atomism, nor anarchy,” but the humanization of laws and the equalization of social and economic forces by the State so that justice in its rational and objectively secular conception may at least be approximated. Social justice means the promotion of the welfare of all the people, the adoption by the Government of measures calculated to insure economic stability of all the competent elements of society, through the maintenance of a proper economic and social equilibrium in the interrelations of the members of the community, constitutionally, through the adoption of measures legally justifiable, or extraconstitutionally, through the exercise of powers underlying the existence of all governments on the time-honored principle of ***salus populi est suprema lex.***”

²⁹ *BMG Records (Phils.), Inc. v. Aparecio*, G.R. No. 153290, September 5, 2007.

30. Resignation is inconsistent with the filing of the complaint for illegal dismissal.³⁰ It would have been illogical for petitioner to resign and then file a complaint for illegal dismissal later on.³¹ If Petitioner was determined to resign, he would not have filed the complaint for illegal dismissal. This is plain and simple;

31. The truth of the matter is that **Petitioner was compelled by circumstances at the workplace created by Respondent OCAMPO. These events was deliberately adopted by Respondent OCAMPO to ensure that Petitioner would be put in a place where he no longer has any choice but to leave work;**

32. The circumstances surrounding Petitioner's resignation must also be taken into consideration to determine whether the resignation was voluntary:

31.1 May we invite the attention of this Honorable Court to the series of **emails**³² sent by OCAMPO to several employees of UNISPORT which shows her hostility and antagonism towards Petitioner;

31.2 **OCAMPO, with lack of respect and courtesy, likewise removed several accounts from Petitioner thereby diminishing his duties as sales manager, without his knowledge. By reducing his accounts, Petitioner likewise loss commissions for sales he could earn from these accounts.** This is evidenced by an email that OCAMPO sent to her employees;

³⁰ *Blue Angel Manpower and Security Services, Inc. v. Court of Appeals*, G.R. No. 161196, July 28, 2008.

³¹ *Fungo v. Lourdes School of Mandaluyong*, G.R. No. 152531, July 27, 2007.

³² Please refer to Annex "D" – Petitioner's Position Paper (See Annexes "G", "H", and "I").

31.3 On June 17, 2011, OCAMPO told Petitioner to just go home when he reported for work. On June 21, 2011, Efren Granada directive issued by OCAMPO, in her own handwriting, directing Granada to compute Petitioner's accrued benefits. When Petitioner saw this, he was deeply hurt and saddened by the thought that OCAMPO was serious in having his employment terminated;

31.4 He was subsequently ordered by Granada to sign a quitclaim but petitioner refused. On July 1, 2011, OCAMPO went to Petitioner's room and directed him to make a resignation letter on the pretext that the Accounting Department would start computing his receivables upon receipt of his resignation letter. Hopeless and dejected, **Petitioner was emotionally compelled to write a resignation letter. To make the situation worse, he wrote it in front of OCAMPO who dictated the matters which he must write in his resignation letter.**

33. There can be no valid resignation where the act was made under compulsion or under circumstances approximating compulsion, such as when an employee's act of handing in his resignation was a reaction to circumstances leaving him no alternative but to resign.³³ Clearly in this case, Petitioner did not resign voluntarily. He resigned upon submission to Respondent's pressure and clear act of discrimination. He was scorned by Respondent Ocampo, this is the reason why she had to devise a scheme and set a plan that eventually compelled Petitioner to resign.

The NLRC erred in ruling that this was

³³ *Peñaflor vs. Outdoor Clothing Manufacturing Corp., et al*, G.R.No. 177114, January 21, 2010 citing *Metro Transit Organization, Inc. v. NLRC*, G.R.No.122046, January 16,1998.

not a case of constructive dismissal

34. *The Public Respondent allegedly found an “apparent voluntariness of writing the resignation personally without any duress and which showed no force employed in its execution”;*

35. It must be pointed out however that while there may not be actual physical force or even threat employed by Respondents which eventually lead Petitioner to write the resignation letter, the conditions then existing should have been considered in their totality in ascertaining whether petitioner’s resignation was voluntary or that he was merely compelled to resign and write a letter in such manner and tenor;

36. What impelled Petitioner to resign were not only due to the unreasonable acts and unfair treatment he suffered in the hands of OCAMPO and other colleagues but the dictate of no less than his boss OCAMPO that he should resign. The Honorable Public **Respondent failed to consider the evidence that were presented in support of this claim. It simply ignored the fact that on several occasions, OCAMPO through emails expressed her desire to end the employment of Petitioner and this desire was VERBALIZED and practically DICTATED to the hapless employee first on June 16, 2011 and finally on July 1, 2011 when OCAMPO went to see Petitioner in his room;**

37. It is notable likewise that while the company at that time may have been experiencing problems on the sales of its slipper products due to poor designs, it was respondent OCAMPO herself who heads the Product Development Department and who is responsible for the selection and product styles. Why would OCAMPO solely blame Petitioner for low turn-out of sales when she knew that the end-result of whatever sales output; is a by-product of the company’s consolidated effort?

38. True enough, petitioner was a manager at that time, but he was also a part of a team and respondent OCAMPO on the other hand was the Head of the Product Development Department. Yet, what is apparent and which the Honorable Public Respondent failed to take cognizance of is that OCAMPO seemingly burdened petitioner **ALONE** with all these struggles and pushed him

to his limits in order to make him feel unwanted and unworthy of continuing the service he was rendering for the company in more than a decade;

39. These feelings did not arise out of thin air, but the following specifically identified circumstances established the oppressive working environment for the petitioner, to wit –

39.1 After petitioner came back to work in April 2008, without the slightest consideration to petitioner’s health condition, OCAMPO told him that if he should suffer again a major health problem, she will terminate his services; and while he was still recovering from stroke, by the month of December 2008, respondent issued **Memorandum** (Please refer to **Annex “D”** – **Annex “A”** of Petitioner’s Position Paper) directed against petitioner yet disguised as if applicable and notice to all employees which provides:

“It is also advise (sic) to all sales personnel to discipline your health, a sickly person can’t be tolerated. The management expects that all sales personnel should keep their healthy body; a sick person is also considering having a sick mind.”

39.2 That was just the beginning of Petitioner’s predicament. By June 2011, after the company experienced problems on sales, petitioner was solely blamed for the sales output. He was pressured to the point that he was even held for days in OCAMPO’s room where he anguished after OCAMPO told him fabricated issues and alleged negative comments coming from other employees;

39.3 The **email** (Please refer to **Annex “D”** – **Annex “F”** of Petitioner’s Position Paper) dated June 14, 2011 sent by

OCAMPO who urged him to explain the drop in sales when she knew all along that the root cause of the problem was the design she herself selected;

39.4 The **email** (Please refer to **Annex “D” – Annex “G”** of Petitioner’s Position Paper) dated June 15, 2011 sent by OCAMPO where she showed her personal grudge against petitioner by declaring:

***“AT THE END OF THE YEAR IF JTS
STILL NO IMPROVEMENT THAN (sic)
WE WILL RETIRE HIM”***

39.5 The **email** (Please refer to **Annex “D” – Annex “H”** of Petitioner’s Position Paper) dated June 15, 2011 sent by OCAMPO to everyone saying “ *i have decided to lessen the accounts of jts xxx*” (referring to petitioner Jesus T Socorro);

39.6 On June 16, 2011, after pressuring him on the product sales, OCAMPO verbally pressed on petitioner to resign by telling him:

***“JES MABUTI PA MAGRESIGN KA
NALANG. MAGPAHINGA KA NA.
BABAYARAN KA NAMIN NG
COMMISSION MO”***

39.7 The **email** (Please refer to **Annex “D” – Annex “I”** of Petitioner’s Position Paper) dated June 16, 2011 sent by OCAMPO inciting some of the employees to go against petitioner in the following manner:

“x x x. Awaiting your opinions so will forward to jts (Jesus T Socorro)/bom, thus they will see it’s a committee who is deciding.

i’m empowering all of you so that you have a voice that jts will also learn to work with you and hindi parang boss dating niya.

AKO LANG ANG BOSING DITO HAHA”

40. All the foregoing incidents were capped by OCAMPO personally seeing Petitioner on July 1, 2011 demanding his resignation;

41. As the company was experiencing low sales of slippers due to poor designs adopted and selected by OCAMPO as head of the Product Development Department, **she could not bear the thought that her father would blame her later for what the company has suffered. There is no better escape goat and later on as sacrificial lamb but herein Petitioner. OCAMPO knew what was coming. In order to save herself from her father’s disappointment, she had to devise a way to pass all the blame to petitioner. She had to do this so petitioner would be compelled to leave the company before her father comes back from abroad.** That is the reason why OCAMPO had to resort to all these things for petitioner to feel constrained in resigning from the company;

42. Clearly, the Honorable Public Respondent altogether ignored the pieces of evidence presented showing the hostile and discriminatory working environment which Petitioner had dealt with and which finally culminated with OCAMPO’s demand for his resignation.

43. *The Honorable Commission likewise erred in giving weight to the text messages sent by OCAMPO to Petitioner telling him to wait YU’ s return before submitting his resignation letter as evidence that Petitioner was not compelled to resign;*

44. The text messages do not prove the voluntariness of resignation. If the content of the text message is examined, OCAMPO was

merely suggesting that Petitioner should defer his resignation until the arrival of YU. **The message suggests, however, that he still has to resign. Whether or not Petitioner was compelled to resign is determined not merely on the basis of a single isolated act or circumstance but the totality of his conduct before, during, and after the resignation;**

45. At length, other than the self-serving allegations of OCAMPO and the allegedly corroborative testimony of one of Respondent's employees, UNISPORT has not substantially discharged its burden of proving that Petitioner's resignation was voluntary. Petitioner was on the losing end in this case for he has no access to the company records and has less influence on the people that could testify on his defense. It is also for these reasons that Petitioner meekly seeks the assistance of this Honorable Court to give him the justice that he was unfairly deprived of. Petitioner is even of the opinion that apparently the Public Respondents were guilty of DOUBLE STANDARD and of being SELECTIVE in their discussion of the facts and arguments of both parties;

46. Surely the decision to resign was that of Petitioner but this was brought about by the antipathy he experienced from OCAMPO. It is unmistakable that OCAMPO's ill feeling revealed her ulterior motive to put petitioner under extreme condition of a stressful environment which compelled him to finally forego of his employment. Clearly the resignation was never voluntary;

47. In an illegal dismissal case, the *onus probandi* still rests on the employer to prove that the dismissal of an employee is for a valid cause. Having based their defense on resignation, it is likewise incumbent upon respondents, as employer, to prove that petitioner voluntarily resigned. From the totality of circumstances and the evidence on record, it is clear that Respondents failed to discharge this burden. **In fact, even if the evidence**

presented by the employer and the employee are in equipoise, the scales of justice must be tilted in favor of the latter³⁴;

48. Unfortunately, the Honorable Public Respondent totally ignored the facts and the evidence that were presented showing not only the attendant hostile and discriminatory working environment of Petitioner but, more so, the manner by which Respondent OCAMPO practically forced and eventually compelled him to write the resignation letter;

49. Article 4 of the Labor Code provides that *all doubts in the interpretation and implementation of the Labor Code should be interpreted in favor of labor*. The evidence that the Petitioner presented has shown serious doubts on the merits of his employer's case. The Supreme Court has held that in such contest of evidence, Article 4 should operate in favor of the employee.³⁵ To Petitioner's disappointment however, this principle was disregarded by the Honorable Public Respondent at the expense of Petitioner.

PRAYER

WHEREFORE, in the light of the foregoing, it is most respectfully prayed of this Honorable Court of Appeals, that the Petition be given due course, and that the assailed NLRC Decision dated 31 May 2012, dismissing Petitioner's Appeal and the NLRC Resolution dated 23 July 2012, denying petitioner's Motion for Reconsideration, be set aside.

³⁴ ***Uy v Centro Ceramica Corporation et al.***, G.R. No. 174631, **October 19, 2011** citing *Mobile Protective & Detective Agency v. Ompad*, G.R. No. 159195, May 9, 2005.

³⁵ ***Peñaflor vs. Outdoor Clothing Manufacturing Corp., et al.***, G.R. No. 177114, **January 21, 2010**.

Praying for such other reliefs as may be just and equitable under the premises.

Pasig City for the City of Manila, 10 April 2013.

JAWID LAW OFFICE

Counsel for Petitioner

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Center

No. 3 Doña Julia Vargas Ave.,

Ortigas CBD, Pasig City 1605

By:

**ARIEL GENARO GARCIA
JAWID**

PTR Nr 104478828;01.02.13;Las Piñas

City

IBP Lifetime Member Nr 01904

Roll Nr 39314

MCLE Compliance Nr IV-

0001196;01.19.11

CHATO ANCHETA CABIGAS

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REYES-FAJARDO & ASSOCIATES

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Cyber Park, Bagumbayan, Quezon City

National Labor Relations Commission

Third Division

Public Respondent

PPSTA Bldg., Banawe St.,
1100 Quezon City

EXPLANATION FOR SERVICE BY MAIL

A copy of this Memorandum was sent to Plaintiffs' counsel and Public Respondent through registered mail due to distance and for practical considerations.

CHATO ANCHETA CABIGAS

FORM NO. 5: PETITION FOR CERTIORARI

REPUBLIC OF THE PHILIPPINES
COURT OF APPEALS
MANILA

JESUS T. SOCORRO,

Petitioner,

-versus-

C.A. G.R. S.P. No.

(NLRC RAB No. 07-11054-11)

(NLRC LAC No. 03-001067-12)

**NATIONAL LABORS RELATIONS
COMMISSION, UNISPORT
MARKETING CORPORATION,
JOSE YU and ELEANOR YU
OCAMPO,**

Respondents.

X-----X

PETITION FOR CERTIORARI

PREFATORY STATEMENT

“When the pendulum of judgment swings to and fro and the forces are equal on both sides, the same must be stilled in favor of labor. (Marcopper Mining v. National Labor Relations Commission, 325 Phil. 618). Any doubt concerning the rights of labor should be resolved in its favor pursuant to the social justice policy (Terminal Facilities and Services Corporation v. NLRC, 199 SCRA 265).”

PETITIONER, through counsel, most respectfully states that:

I

NATURE AND TIMELINES OF THE PETITION

A. NATURE

This is a special civil action for *Certiorari* under Rule 65 of the Rules of Court seeking the review and annulment of the *Decision*³⁶ of the Third Division Honorable National Labor Relations Commission (hereafter referred to as NLRC or Commission for brevity) dated 31 May 2012 in NLRC LAC Case No. 03-001067-12 affirming the *Decision*³⁷ of Labor Arbiter Romelita N. Rioflorido in NLRC RAB No. 07-11054-11 dated 23 February 2012; and the *Resolution*³⁸ of the NLRC dated 23 July 2012 denying petitioner's Motion for Reconsideration dated 5 July 2012.

Petitioner assails the aforesaid *Decision* of the Honorable Commission affirming the earlier decision of the Honorable Labor Arbiter, as well as its *Resolution* on the Motion for Reconsideration for having been rendered not in accordance with law and with grave abuse of discretion, amounting to lack and/or excess of jurisdiction, correctible only by a writ of *Certiorari*.

Petitioner likewise maintains that it has no plain, speedy and adequate remedy in the ordinary course of law, other than this *Petition*.

B. TIMELINESS OF THE PETITION

The chronological sequence of the promulgation of *Decision/Resolutions* on the instant case can be enumerated as follows:

1. Initially, Petitioner JESUS T. SOCORRO (SOCORRO for brevity) lodged a complaint against Respondents UNISPORT MARKETING CORPORATION, (UNISPORT for brevity), JOSE YU (YU for brevity) and ELEANOR YU-OCAMPO (OCAMPO for brevity) with the Regional Arbitration Branch – NCR of the NLRC on 19 July 2011.

2. Mandatory Conciliation/ Mediation Conference were previously set but for failure to amicably settle, both parties were directed to submit their respective position paper. After both parties have submitted their

³⁶ A certified copy is hereto attached as **Annex "A"-Certiorari**.

³⁷ A certified copy is hereto attached as **Annex "B"-Certiorari**.

³⁸ A certified copy is hereto attached as **Annex "C"-Certiorari**.

respective pleadings – Position Paper³⁹, Reply⁴⁰ and Rejoinder⁴¹, the case was deemed submitted for Resolution.

3. On **23 February 2012**, Labor Arbiter Romelita N. Rioflorido rendered her *Decision*⁴², the dispositive portion of which reads, thus:

“WHEREFORE, a decision is hereby rendered dismissing the complaint of constructive dismissal. Respondents however are ordered to pay complainant Jesus T. Socorro the sum of P76,996.89. Other claims are denied.

SO ORDERED.

Quezon City, Philippines, 23 February 2012.

³⁹ Copy of the Position Paper of Petitioner and Private Respondents are hereto attached as **Annexes “D”-Certiorari; “E”-Certiorari**, respectively.

⁴⁰ Copy of the Reply of Petitioner and Private Respondents are hereto attached as **Annexes “F”-Certiorari; and “G”-Certiorari**, respectively.

⁴¹ Copy of the Rejoinder of Petitioner and Private Respondents are hereto attached as **Annexes “H”-Certiorari; and “I” – Certiorari**, respectively.

⁴² Please see **Annex “B”-Certiorari**.

4. SOCORRO appealed the aforesaid *Decision* on 21 March 2012⁴³, which was denied on **31 May 2012**, the dispositive portion of which reads thus:

“WHEREFORE, premises considered, the appeal is hereby DENIED. The 23 February 2012 Decision of Labor Arbiter Romelita N. Rioflorido is hereby AFFIRMED with the modification that in addition to his award, the respondents are ordered to pay complainant financial assistance in the amount of P100,000.00.

SO ORDERED.

Quezon City, Philippines.”

5. When SOCORRO received a copy of this Decision on **25 June 2012**, he timely moved for a reconsideration by filing his Motion for Reconsideration⁴⁴ on **5 July 2012** to which respondents filed their Opposition dated **10 July 2012** and the same Third Division of the Honorable Commission promulgated a *Resolution*⁴⁵ on **23 July 2012** denying the motion for reconsideration a copy of which was received by petitioner’s counsel on **14 August 2012**.

⁴³ A copy is hereto attached as **Annex “J” - Certiorari**

⁴⁴ Attached as **Annex “K” - Certiorari**

⁴⁵ Please see **Annex “C” - Certiorari**

6. Under Section 4, Rule 65 of the Rules of Court, a Petition for Certiorari may be filed not later than sixty (60) days from notice of judgment, order or resolution sought to be assailed. Since petitioner's counsel received the Resolution of the Honorable Commission on its Motion for Reconsideration last 14 August 2012, it has 60 days from thereon or **until 14 October 2012** within which to file his petition, hence, the timeliness of this *Petition*.

II

THE PARTIES

7. Petitioner SOCORRO worked as a Sales Manager at UNISPORT prior to his severance from employment. He is residing at No 4 Garden Groove St., Park Place Village, Cainta, Rizal, 1900, and for purposes of this appeal, he may be served with summons and other processes of this Honorable Commission through the undersigned counsels (**JAWID LAW OFFICE**);

8. Respondent UNISPORT is a corporation duly organized and existing under the laws of the Republic of the Philippines with principal office at 497 President Quirino Avenue Extension corner Zulueta St., Paco, Manila, NCR 1007. Co-respondents YU and OCAMPO are the President and Vice-President of UNISPORT, respectively;

9. Petitioner and Private Respondents may be served with legal processes as may be issued by this Honorable Court through their respective counsel;

10. Lastly, the Honorable Public Respondent, the National Labor Relations Commission is hereby impleaded as a nominal party, and may be served with summons and other processes of this Honorable Court at the PPSTA Building, Banawe St., 1100 Quezon City;

III

STATEMENT OF ESTABLISHED FACTS AND THE CASE

As can be culled from the records, the facts of the case may be capsulized into the following:

12. SOCORRO initially started working for UNISPORT in September 1998 with Bradgate Marketing Corporation, the then marketing arm of UNISPORT. YU, the company president offered him to work under its sales department. As the company then was experiencing trouble in marketing and selling their **REVA products** (slippers), petitioner organized and developed measures to promote and increase the sales of UNISPORT;

13. Considering that the marketing arm of UNISPORT only started in July 1998 and SOCORRO was engaged only two (2) months after as sales manager, he performed the following activities to strengthen the marketing office with the end in view of increasing its sales, to wit:

- a) He systematized Customer Lists nationwide;
- f) He formatted several sales document needed to process Sales Order;
- g) Initially, he was also involved in the Production, Costing, Distribution, Collection and Merchandising of the Product;
- h) He established Planning and Marketing Strategies and Sales Program to boost Input Orders from customers;
- i) He was also responsible for training OCAMPO, the daughter of the President and also the Vice President of UNISPORT. He introduced her to various long-time clients and storeowners alike to have her familiarize with UNISPORT's prospective customers;

53. All the efforts exerted by the SOCORRO paid off. UNISPORT's Reva Brand was able to establish a niche of its own in the entire Philippine market - Luzon, Visayas and Mindanao;

54. **In November 2007**, although SOCORRO had already reached his sales quota for that year-end, respondent OCAMPO sought additional sales of THREE MILLION PESOS (P3 Million) in the Visayas area. With tremendous pressure from OCAMPO, SOCORRO proceeded to Visayas and tried to further increase the company's sales output. This was in spite of the fact that it was nearing December and it was difficult to get orders at that time since most of the products by then should have already been out in the stores;

55. **Because of too much work and untold stress brought about by the additional sales demand, SOCORRO suffered a stroke on December 10, 2007, not long after he arrived from various provinces in the Visayas.** For this reason he had to be confined in the hospital for 13 days. However, because of financial constraints, the doctors allowed him to just take a rest in his house and prohibited him from engaging in any stressful activity;

56. After months of rest, SOCORRO reported back for work in April 2008. At this point, without due regard to SOCORRO's health condition, OCAMPO told him that if he should suffer again a major health problem, she will terminate his services;

57. On December 11, 2008, YU, issued a **Memorandum** (Please refer to **Annex "D"** – **Annex "A"** of petitioner's Position Paper) which provides, among others, the requirement of increase in Sales Quota for 2009, 2010 and 2011. The issuance indicated that while the sales quota was increased the commission was reduced. It was also frustrating that **the memorandum specifically targeted SOCORRO** in the following manner-

"It is also advise (sic) to all sales personnel to discipline your health, a sickly person can't be tolerated. The management expects that all sales personnel should keep their healthy body; a sick person is also considering having a sick mind."

58. By year 2010 up to the early part of 2011, there were drastic drop in the sales of products. **The Product Development headed by OCAMPO, placed her orders in China without considering the position of the Sales Department on the product category and style.** What OCAMPO did was merely to circulate to the sales department the image of the products which have already been placed in order, only FOR NOTICE. As a result, there was a high rejection rate from clients, high inventory in the warehouses and negative comments from dealers. This fact was supported by several correspondences from UNISPORT's customers and also from its very own managers. **The problem with the declining sales of the REVA product was not because of the sales managers' inefficiency but because of the very style of the product being introduced by the product development department, headed by OCAMPO herself.** However, despite the obvious reasons why clients were backing off from placing their orders, **OCAMPO blamed SOCORRO on the reduction of sales;**

59. During the second week of May 2011, a Memorandum was issued announcing the transfer of each Department to another location. **OCAMPO ordered that the air conditioning unit at SOCORRO's room dismantled, including the cabinet, sofa and the glass partition of the room. What was more awful was that it was only SOCORRO's air-con unit that was pulled out while the rest of the rooms maintained their units.** To make matters worse, the period of transfer was extended up to June 30, 2011. **The motive behind the intentional pull-out of the air-con unit was undoubtedly clear - to make the working environment of SOCORRO more unbearable;**

60. As early as April to May 2011 the designs of the products affected the decrease in sales. This was evidenced by **emails** (Please refer to **Annex "D" – Annexes "B" and "C"** of petitioner's Position Paper) sent by other managers of UNISPORT, indicating the problem with the products' styles. Even in the latter days of SOCORRO's service with UNISPORT, in an **email** (Please refer to **Annex "D" – Annex "D"** of petitioner's Position Paper) sent on June 13, 2011 by Donna Sia, Merchandising Manager of Gaisano Capital Group (client of UNISPORT), she expressed her problem with the

designs of the slippers and that she cannot force her buyers to order. This was well within the knowledge of OCAMPO because as early as October 2010, OCAMPO sent an **email** (Please refer to **Annex “D” – Annex “E”** of petitioner’s Position Paper) to the managers telling them the problem. It bears stating at this point that the Product Development Department headed by OCAMPO is the one responsible in the selection of the product styles and designs;

61. **OCAMPO did not stop pressuring SOCORRO. In fact, for four (4) straight days from June 14-17, 2011, SOCORRO was quarantined inside Ocampo’s office every time he came in for work. She incessantly accused him of being answerable for the declining sales output.** OCAMPO blamed SOCORRO for the low sales in spite of the fact that she was well aware that the very problem was the designs of the product she selected;

62. On June 14, 2011, in another **email** (Please refer to **Annex “D” – Annex “F”** of petitioner’s Position Paper) sent by OCAMPO to SOCORRO, she again faulted him on the reduced sales booking. OCAMPO never stopped pressuring and torturing him of the problem she herself created. In fact, again on June 15, 2011, in an **email** (Please refer to **Annex “D” – Annex “G”** of petitioner’s Position Paper) she again manifested her ill-will and personal resentment against HIM. **OCAMPO even threatened him that she will retire him,** thus:

***“6.) AT THE END OF THE YEAR IF JTS
STILL NO IMPROVEMENT THAN (sic)
WE WILL RETIRE HIM”***

63. On that same day, **OCAMPO removed from SOCORRO several accounts he was then handling thereby further diminishing his duties as sales manager and depriving him of possible commissions for the lost accounts.** This was evidenced by an **email** (Please refer to **Annex “D” – Annex “H”** of petitioner’s Position Paper) she sent to other employees. This was undertaken without the knowledge of SOCORRO;

64. Not long thereafter or on **June 16, 2011**, OCAMPO summoned SOCORRO to her office. She relentlessly pressured him again on the product sales. At this point, she casually but firmly told him –

“JES MABUTI PA MAG RESIGN KA NA LANG. MAGPAHINGA KA NA. BABAYARAN KA NALANG NAMIN NG COMMISSION MO”

65. On the following day, June 17, OCAMPO told SOCORRO to just go home when he reported for work. OCAMPO’s grudge against him was shown in the **email** (Please refer to **Annex “D”** – **Annex “T”** of petitioner’s Position Paper) she sent to the staff on the same day, instigating them to come together and pressure SOCORRO, thus:

“x x x. Awaiting your opinions so will forward to jts (Jesus T Socorro)/bom, thus they will see it’s a committee who is deciding.

i’m empowering all of you so that you have a voice that jts will also learn to work with you and hindi parang boss dating niya.

AKO LANG ANG BOSING DITO HAHA”

(emphasis and underscoring supplied)

66. By June 21, 2011 when SOCORRO reported back to work, Efren Granada, the Manager of the Human Resource Department and Warehouse Division, called his attention and showed him a copy of the directive issued by OCAMPO in her own handwriting, directing him to compute SOCORRO’s accrued benefits. When SOCORRO saw this, he was so overwhelmed with emotions that he thought that OCAMPO was really serious in terminating his employment. **SOCORRO felt at a loss, unwanted, and despised by OCAMPO** because of the torture and never ending accusations of dismal performance. All these put a huge toll upon him that he was eventually forced to just leave his work;

67. SOCORRO was instructed by Efren Granada of HRD to sign a Quitclaim, but he refused until he sees the computation and receives all his unclaimed salaries and commission. When he went back to the office on July 1, 2011 OCAMPO went to his room and directed him that he has to make a

Resignation Letter (Please refer to **Annex “D”** – **Annex “J”** of petitioner’s Position Paper) first so that the Accounting Department can proceed with the computation of his receivables. The resignation letter was written under the direction of OCAMPO who dictated the matters to be written thereon;

68. It will have to be emphasized in here that the resignation letter of SOCORRO was originally dated July 1, 2011, the day he went to the office. However, as appearing at the latter portion of the letter, the effectivity of said resignation was changed to June 30, 2011. This was written under no less than the strict direction of OCAMPO;

69. SOCORRO went back on July 15, 2011 to follow up on his unpaid salaries and commissions. To his dismay, upon checking with the accounting, he was informed that NO COMPUTATION was ever made;

70. SOCORRO was coerced to resign because of the anxiety and the myriad of problems and burden imposed upon him by OCAMPO. He was not only forced but also deceived into making a resignation letter under the pretext that he will be promptly given his commission and overdue salary which up to now remains unpaid;

71. Due to the foregoing, SOCORRO filed this instant action for illegal dismissal before the Office of the Labor Arbiter on July 19, 2011.

72. For failure to amicably settle, the parties were directed to submit their respective position paper. Thereafter, the parties were also given the opportunity to submit their respective reply, and rejoinder, afterwards, the Labor Arbiter rendered the instant decision dated February 23, 2012;

73. The Labor Arbiter resolved the case in favor of the Respondents on the basis of the opinion that SOCORRO was not forced to resign, thus he was not illegally constructively dismissed. Hence, SOCORRO appealed the case to the NLRC which decided in favor of the respondents. SOCORRO’S Motion for Reconsideration was likewise denied. Hence, this petition,

IV

GROUND FOR THE ALLOWANCE OF THE PETITION

1. Public respondent NLRC gravely abused its discretion in affirming the Decision of the Honorable Labor Arbiter in finding that Petitioner was not constructively dismissed.

2. Public respondent NLRC gravely abused its discretion in denying petitioner's Motion for Reconsideration without clearly and distinctly explaining the reason for its denial.

V

ARGUMENTS AND DISCUSSION

**The NLRC erred in ruling
that the**

Resignation was Voluntary.

34. Resignation is a formal pronouncement or relinquishment of an office, with the intention of relinquishing the office accompanied by the act of relinquishment. As the intent to relinquish must concur with the overt act of relinquishment, the acts of the employee before and after the alleged resignation must be considered in determining whether, in fact, he intended to sever his employment (*BMG Records (Phils.), Inc. v. Aparecio, G.R. No. 153290, September 5, 2007*);

35. In this case, the overt acts of SOCORRO before and after the alleged resignation do not show his intention to sever his employment. What strongly negates the claim of resignation is the subsequent filing of complaint for constructive dismissal;

36. Resignation is inconsistent with the filing of the complaint for illegal dismissal (*Blue Angel Manpower and Security Services, Inc. v. Court of Appeals, G.R. No. 161196, July 28, 2008*). It would have been illogical for petitioner to resign and then file a complaint for illegal dismissal later on (*Fungo v. Lourdes School of Mandaluyong, G.R. No. 152531, July 27, 2007*). If SOCORRO was determined to resign he would not have filed the complaint for illegal dismissal;

37. The circumstances surrounding petitioner's resignation must also be taken into consideration to determine whether the resignation was voluntary:

- 37.1 May we invite the attention of this Honorable Court to the series of **emails**⁴⁶ sent by OCAMPO to several employees of UNISPORT which shows her hostility and antagonism towards SOCORRO;
- 37.2 OCAMPO, with lack of respect and courtesy, likewise removed several accounts from SOCORRO thereby diminishing his duties as sales manager, without his knowledge. This is evidenced by an email that OCAMPO sent to her employees;
- 37.3 On June 17, 2011, OCAMPO told the SOCORRO to just go home when he reported for work. On June 21, 2011, Efren Granada (Granada), the Manager of the Human Resource Department and Warehouse Division, called his attention and showed him a copy of the directive issued by OCAMPO, in her own handwriting, directing Granada to compute SOCORRO'S accrued benefits. When SOCORRO saw this, he was overwhelmed with emotions that he thought OCAMPO was serious in having his employment terminated;
- 37.4 He was subsequently ordered by Granada to sign a quitclaim but petitioner refused;
- 37.5 On July 1, 2011, OCAMPO went to SOCORRO's room and directed him to make a resignation letter first so the Accounting Department can start the computation of his receivables. Hopeless and downhearted, SOCORRO was emotionally compelled to write a resignation letter. To make the situation worse, he wrote it in front of his boss who dictated the matters which he must write in his resignation letter.

⁴⁶ Please refer to Annex "D" – Petitioner's Position Paper (See **Annexes "G", "H", and "I"**).

38. In an illegal dismissal case, the *onus probandi* rests on the employer to prove that the dismissal of an employee is for a valid cause. **Having based their defense on resignation, it is likewise incumbent upon respondents, as employer, to prove that petitioner voluntarily resigned.** From the totality of circumstances and the evidence on record, it is clear that respondents failed to discharge this burden. In fact, even if the evidence presented by the employer and the employee are in equipoise, the scales of justice must be tilted in favor of the latter⁴⁷;

39. We believe that the respondents were not able to discharge this burden. **The voluntariness of the resignation must not only be assessed on the basis solely of a handwritten resignation letter and its wordings but also on the circumstances and reasons why it was written;**

40. Unfortunately, the Honorable Commission totally ignored the facts and the evidence that were presented showing not only the attendant hostile and discriminatory working environment of petitioner but, more so, the manner by which respondent OCAMPO practically forced and eventually compelled the complainant to write the resignation letter;

41. The Honorable Commission agreed with the Honorable Labor Arbiter that the return by SOCORRO of his laptop, cellphones, calculator, stapler and company car assigned to him was an indication of the voluntary nature of his resignation. We beg to disagree. Petitioner had to return the issued laptop and mobile phones considering that these things were not his but that of the company. Not only that there is no reason for him to withhold them, he was also afraid that his continued possession of these company supplies might be used against him;

⁴⁷ ***Uy v Centro Ceramica Corporation et al.*, G.R. No. 174631, October 19, 2011** citing *Mobile Protective & Detective Agency v. Ompad*, G.R. No. 159195, May 9, 2005.

42. The denial made by Granada who allegedly saw SOCORRO writing his resignation letter by himself was bereft of merit. This allegation was specifically denied by petitioner. During the entire time SOCORRO was writing his resignation letter, the only one present was OCAMPO who directed and checked the contents written in his letter. Granada was nowhere in the room when OCAMPO ordered SOCORRO to write the letter. Assuming without admitting that he saw SOCORRO writing a letter, how could he have known that what SOCORRO was writing was his resignation letter. Granada had no personal knowledge on the circumstances surrounding the incident when SOCORRO wrote such letter under the dictates of OCAMPO, thus, his statements are not only incompetent but also totally untrue;

The NLRC erred in ruling that this was

Not a case of constructive dismissal

43. Clearly, this is a case of constructive dismissal. Constructive dismissal does not always involve forthright dismissal or diminution in rank, compensation, benefit and privileges. There may be constructive dismissal if an act of clear discrimination, insensibility or 'disdain by an employer becomes so unbearable on the part of the employee that it could foreclose any choice by him except to forego his continued employment;

44. Constructive dismissal is defined as quitting when continued employment is rendered impossible, unreasonable or unlikely as the offer of employment involves a demotion in rank or diminution in pay (*New Ever Marketing, Inc. v. Court of Appeals, G.R. No. 140555, July 14, 2005*);

45. It exists when the resignation on the part of the employee was involuntary due to the harsh, hostile and unfavorable conditions set by the employer. It is brought about by the clear discrimination, insensibility or disdain shown by an employer which becomes unbearable to the employee. An

employee who is forced to surrender his position through the employer's unfair or unreasonable acts is deemed to have been illegally terminated and such termination is deemed to be involuntary (*Aguilar v. Burger Machine Holdings Corporation, G.R. No. 172062, October 30, 2006*);

46. The Honorable Commission allegedly found an “*apparent voluntariness of writing the resignation personally without any duress and which showed no force employed in its execution*”. It must be pointed out however that while there may not be actual physical force or even threat employed by respondents which eventually lead petitioner to write the resignation letter, the conditions then existing should have been considered in their totality in ascertaining whether petitioner’s resignation was voluntary or that he was merely compelled to resign and write a letter in such manner and tenor;

47. What prompted SOCORRO to resign were not only the unreasonable acts and unfair treatment he suffered in the hands of OCAMPO and other colleagues but the dictate of no less than his boss OCAMPO that he should resign. The Honorable Commission failed to consider the evidence that were presented in support of this claim. It overlooked the fact that on several instances, OCAMPO through emails expressed her desire to end the employment of SOCORRO and this desire was VERBALIZED and practically DICTATED to the hapless employee first on June 16, 2011 and finally on July 1, 2011 when OCAMPO went to see SOCORRO in his room;

48. It is notable likewise that while the company at that time may have been experiencing problems on the sales of its slipper products due to poor designs, it was respondent OCAMPO herself who heads the Product Development Department and who is responsible for the selection and product styles. Why would OCAMPO solely blame petitioner for low turn-out of sales when she knew that the end-result of whatever sales output; is a by-product of the company’s consolidated effort?

49. True enough, petitioner was a manager at that time, but he was also a part of a team and respondent OCAMPO on the other hand was the Head of the Product Development Department. Yet, what is apparent and which the Honorable Commission failed to take cognizance of is that OCAMPO seemingly burdened petitioner **ALONE** with all these struggles and pushed him to his limits in order to make him feel unwanted and unworthy of continuing the service he was rendering for the company in more than a decade;

50. These feelings did not arise out of thin air, but the following specifically identified circumstances established the oppressive working environment for the petitioner, to wit -

50.1 After petitioner came back to work in April 2008, without the slightest consideration to petitioner's health condition, OCAMPO told him that if he should suffer again a major health problem, she will terminate his services; and while he was still recovering from stroke, by the month of December 2008, respondent issued **Memorandum** (Please refer to **Annex "D"** – **Annex "A"** of petitioner's Position Paper) directed against petitioner yet disguised as if applicable and notice to all employees which provides:

"It is also advise (sic) to all sales personnel to discipline your health, a sickly person can't be tolerated. The management expects that all sales personnel should keep their healthy body; a sick person is also considering having a sick mind."

50.2 That was just the beginning of petitioner's predicament. By June 2011, after the company experienced problems on sales, petitioner was solely blamed on the sales output. He was pressured to the point that he was even held for days

in OCAMPO's room where he anguished after OCAMPO told him fabricated issues and alleged negative comments coming from other employees;

50.3 The **email** (Please refer to **Annex "D"** – **Annex "F"** of petitioner's Position Paper) dated June 14, 2011 sent by OCAMPO who urged him to explain the drop in sales when she knew all along that the root cause of the problem was the design she herself selected;

50.4 The **email** (Please refer to **Annex "D"** – **Annex "G"** of petitioner's Position Paper) dated June 15, 2011 sent by OCAMPO where she showed her personal grudge against petitioner by declaring:

***"AT THE END OF THE YEAR IF JTS STILL
NO IMPROVEMENT THAN (sic) WE WILL
RETIRE HIM"***

50.5 The **email** (Please refer to **Annex "D"** – **Annex "H"** of petitioner's Position Paper) dated June 15, 2011 sent by OCAMPO to everyone saying "*i have decided to lessen the accounts of jts xxx*" (referring to petitioner Jesus T Socorro);

50.6 On June 16, 2011, after pressuring him on the product sales, OCAMPO verbally pressed on petitioner to resign by telling him:

***"JES MABUTI PA MAGRESIGN KA
NALANG. MAGPAHINGA KA NA."***

***BABAYARAN KA NAMIN NG COMMISSION
MO”***

- 50.7 The **email** (Please refer to **Annex “D”** – **Annex “I”** of petitioner’s Position Paper) dated June 16, 2011 sent by OCAMPO inciting some of the employees to go against petitioner in the following manner:

“x x x. Awaiting your opinions so will forward to jts (Jesus T Socorro)/bom, thus they will see it’s a committee who is deciding.

i’m empowering all of you so that you have a voice that jts will also learn to work with you and hindi parang boss dating niya.

AKO LANG ANG BOSING DITO HAHA”

51. All the foregoing incidents were capped by OCAMPO personally seeing SOCORRO on July 1, 2011 demanding his resignation. **The worst part is that OCAMPO did not even bother to pay SOCORRO the unpaid commissions which she dangled as promise for the employee’s resignation.** Is this not the height of injustice against a worker who faithfully served his employers with the best years of his life?

52. As the company was experiencing low sales of slippers due to poor designs adopted and selected by OCAMPO as head of the Product Development Department, she could not bear the thought that her father would blame her later for what the company has suffered. The easy prey to target is no less than petitioner. OCAMPO knew what was coming. In order to save herself from her father’s disappointment, she had to devise a way to pass all the blame to petitioner. She had to do this so petitioner would be compelled to leave the company before her father comes back from abroad. That is the reason why OCAMPO had to resort to all these things for petitioner to feel constrained in resigning from the company;

53. Clearly, the Honorable Commission altogether ignored the pieces of evidence presented showing the hostile and discriminatory working environment which petitioner had to deal with and which finally culminated with OCAMPO's demand for his resignation. Moreover, although the words of gratitude may have been expressed in petitioner's resignation letter, **it is our humble submission nonetheless that this alone should not be taken on its own without concomitantly considering the events which transpired before, during and after its preparation;**

54. Beyond that, why would such an act of appreciation toward the company which petitioner has helped established and eventually came to love for 13 years, be taken against petitioner? Petitioner would not deny that he was grateful for having become a part of UNISPORT. And true enough his love for the company is declared in his letter. **But it should not be overlooked that the incidents that steered him to resolve in resigning and to write the letter of resignation was due to OCAMPO's unfair treatment, hatred, and clear disdain against him. Sadly, this was never seen nor considered by the Honorable Commission;**

55. The Honorable Commission even affirmed the Labor Arbiter's conclusion *"that what respondent did was normal for those who supervised a marketing unit and that petitioner should not have felt bad about them she being his trainee and that allegedly all petitioner had to do was to thresh out the differences and make the adjustments if necessary."* This conclusion we believe however was arrived in light of misplaced reflection and evaluation of facts;

56. To begin with, during the time material to this case, **OCAMPO was no longer a trainee but the Vice President and Head of the Product Development Department of UNISPORT.** She not only has the authority and power; she also has the capacity to influence the minds of petitioner's co-

employees and even directly tell them to go against petitioner. In fact OCAMPO admitted it herself when she said in her June 16, 2011 email –

“i’m empowering all of you so that you have a voice so that jts will also learn to work with you and hindi parang bosing dating nya. AKO LANG ANG BOSING DITO HAHA”;

57. **The Honorable Commission together with the Labor Arbiter mistakenly assumed that petitioner could have opted to thresh out their differences. Under what circumstances could petitioner be expected to just settle whatever differences he and OCAMPO had when as early as June 16, 2011, OCAMPO already manifested her plan of terminating petitioner by retiring him?**

58. The Honorable Commission likewise erred in giving weight to the text messages sent by OCAMPO to SOCORRO telling him to wait YU’s return before submitting his resignation letter as evidence that SOCORRO was not compelled to resign. The text messages do not prove the voluntariness of SOCORRO’s resignation. If the content of the text message is examined, OCAMPO was merely suggesting that SOCORRO should defer his resignation until the arrival of YU. The message suggests, however, that he still has to resign. Whether or not SOCORRO was compelled to resign is determined not merely on the basis of a single isolated act or circumstance but the totality of his conduct before, during, and after the resignation;

59. While it is true that the SOCORRO “is not an unlettered and gullible individual who can be easily cajoled or forced to resign”, yet he is also a human being whose sensitivity to hostility and antagonism could not be doubted. The complainant here spent thirteen (13) years of his life with a company that he helped build. It was his dream to place the brand REVA in the map of sporting world - a dream and promise which he successfully fulfilled. How would a man who helped improve the REVA brand feel when the company that he holds dearly to his heart treat him with such resentment?

60. Surely, a man whose feelings have been wounded and bruised would be felt compelled to write such resignation letter. It might be true that the decision to resign was that of petitioner but the antipathy he experienced from OCAMPO forced him to do so and left him with no choice but to leave UNISPORT. And it is unmistakable that OCAMPO's ill feeling revealed her ulterior motive to put petitioner under extreme condition of a stressful environment which compelled petitioner to finally forego of his employment.

61. At length, other than the self-serving allegations of OCAMPO and the allegedly corroborative testimony of one of its employees, UNISPORT have not substantially discharged its burden of proving that SOCORRO's resignation was voluntary. SOCORRO was on the losing end in this case for he has no access to the company records and has less influence on the people that could testify in his defense. It is also for these reasons that petitioner meekly seeks the assistance of this Honorable Tribunal to give him the justice which he was unfairly deprived;

PRAYER

WHEREFORE, in the light of the foregoing, it is most respectfully prayed of this Honorable Court that the instant Petition be given due course, and that the assailed Labor Arbiter's Decision dated 23 February 2012, the NLRC Decision dated 31 May 2012, dismissing SOCORRO'S Appeal and the NLRC Decision dated 23 July 2012, denying SOCORRO'S Motion for Reconsideration, be set aside.

Praying for such other reliefs as may be just and equitable under the premises.

Pasig City for the City of Manila, 11 October 2012.

JAWID LAW OFFICE

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National Labor Relations Commission

Third Division
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**VERIFICATION AND CERTIFICATION
FOR NON-FORUM SHOPPING**

I, JESUS T. SOCORRO, married, of legal age, and with address at No. 4 Garden Groove St., Park Place Village, Cainta, Rizal, 1900, hereby depose and state that:

1. I am the petitioner in the above-captioned Petition for Certiorari;
2. I caused the preparation of the foregoing Petition for Certiorari and that I have read and understood the contents thereof;
3. The allegations contained therein are true and correct of my personal knowledge and/or based on authentic records of this case;
4. I hereby certify that I have not filed or caused to be filed any other case or proceeding involving the same issues or subject matter in the Supreme Court, the Court of Appeals, or any other Court, tribunal or quasi-judicial agency, and to the best of my knowledge, no such action or claim is pending therein;
5. Should hereafter I learn that there is a similar pending before any such Courts, tribunal or agency, I undertake to report such fact to this agency within five (5) days from such knowledge.

IN WITNESS WHEREOF, I hereunto affixed my signature on 11 October 2012 at the City of Manila.

JESUS T. SOCORRO
Affiant

SUBSCRIBED AND SWORN TO BEFORE me this 11th day of October 2012 at the City of Manila, affiant exhibiting to me his Driver's License No. 1-82-025377 as competent evidence of affiant's identity.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2012.

AFFIDAVIT OF SERVICE

I, MARVIN PLATON, Filipino, of legal age, single and with postal address at Unit 910 Antel Global Corporate Center, No. 3 Dona Julia Vargas Avenue, Ortigas CBD, Pasig City 1605, after having been duly sworn to in accordance with law, hereby depose and state the following:

I am the liaison officer of the Jawid Law Office, the representative of the Petitioner in the above-entitled Petition for Certiorari;

On October 12, 2012, I served the following pleading/paper:

PETITION FOR CERTIORARI
in

JESUS T SOCORRO
vs.
NATIONAL LABOR RELATIONS COMMISSION ET
AL.,

pursuant to Sections 3, 5, and 13 of Rule 13 of the Rules of Court by personal service to the following:

Atty. Ernesto S. Dinopol
Counsel for Respondents-Appellees
Suite 405-B, Web-Jet Bldg.,
64 Quezon Avenue cor. BMA Ave.
Quezon City

NATIONAL LABOR RELATIONS COMMISSION
Third Division
PPSTA Bldg., Banawe St., 1100 Quezon City

I am executing this affidavit in order to attest to the truth of all the foregoing.

City of Manila, October 12, 2012.

PLATON

MARVIN

Affiant

SUBSCRIBED AND SWORN to before me this 12th day of October, 2012 affiant exhibiting to me his _____ as competent evidence of affiant's identity.

Doc. No.: ____;
Page No. ____;
Book No. ____;
Series of 2012.

