



REPUBLIC OF THE PHILIPPINES  
Sandiganbayan  
Quezon City

SIXTH DIVISION

**PEOPLE OF THE PHILIPPINES,** **SB-16-CRM-1264 to 1269**  
Plaintiff, For: Violation of Section 3(e)  
of R.A. 3019

**SB-16-CRM-1270 to 1275**  
For: Estafa Thru Falsification under  
Article 315 in relation to Article  
172 of the Revised Penal Code

- versus -


*Present*

**EDGARDO R. CASIMERO,**  
**ET AL.,**

**FERNANDEZ, SJ, J.,**  
Chairperson  
**MIRANDA, J.** and  
**VIVERO, J.**

**Accused.**

*Promulgated:*

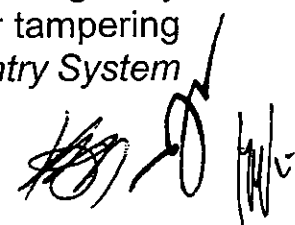
December 10, 2021 

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**DECISION**

**FERNANDEZ, SJ, J.**

Accused Edgardo R. Casimero (Human Resources and Management Development Chief), Rosa Vilma S. De Jesus (Administrative Officer II), Magdalena U. Sebulino (Bookbinder), and Rosalie N. Bernardo (Administrative Aide VI), public officers of the City of Malabon, are charged with six (6) counts of *Violation of Sec. 3(e) of Republic Act No. 3019* (R.A. No. 3019) and six (6) counts of *Estafa thru Falsification* under Art. 172 of the Revised Penal Code (RPC) for allegedly conspiring with one another and causing the Local Government of Malabon to release to the respective ATM payroll accounts of accused De Jesus and accused Bernardo amounts greatly exceeding their respective salaries, by forging, falsifying or tampering with the ATM Payroll Registers and/or the *Financial Data Entry System*



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(FINDES), particularly, by making it appear that accused De Jesus and Bernardo were entitled to amounts significantly larger than the amounts they were in fact entitled to.

The accusatory portions of the Information in SB-16-CRM-1264 and the Amended Information<sup>1</sup> in SB-16-CRM-1270 read:

**SB-16-CRM-1264**  
(Violation of Sec. 3[e] of R.A. No. 3019)

That on or about January 16, 2013, and for sometime prior or subsequent thereto, in the City of Malabon, Philippines, and within the jurisdiction of this Honorable Court, the said accused public officers, namely: **EDGARDO R. CASIMERO**, Human Resources and Management Development Chief; **ROSA VILMA S. DE JESUS**, Administrative Officer II; **MAGDALENA U. SEBULINO**, Bookbinder; and **ROSALIE N. BERNARDO**, Administrative Aide VI, all of the Office of the Human Resources and Management Development Office of Malabon City, while in the performance of their official administrative functions, committing the offense in relation to their office, conspiring and confederating with one another, did then and there willfully, unlawfully and criminally, with evident bad faith, manifest partiality and/or gross inexcusable negligence, cause undue injury to the Government in the amount of **One Hundred Twenty Thousand Pesos (P120,000.00)**, Philippine Currency, in the following manner: the said accused public officers falsified or caused to be falsified the ATM Payroll Register and/or Financial Data Entry System (FINDES) of the Malabon City Government covering the period January 16 to 31, 2013, by making it appear therein that **ROSA VILMA S. DE JESUS** and **ROSALIE N. BERNARDO** had earned salary of **P60,420.65** and **P65,250.90**, respectively, for the period January 16 to 31, 2013, notwithstanding the fact that **ROSA VILMA S. DE JESUS** and **ROSALIE N. BERNARDO** had earned salary of only **P420.54** and **P5,250.90**, respectively, for the same period, thereby giving unwarranted benefits or advantage to said **ROSA VILMA S. DE JESUS** and **ROSALIE N. BERNARDO** who received the excess amount of **P60,000.00** each, to the damage and prejudice of the government in the aggregate amount of **P120,000.00**.

CONTRARY TO LAW.

**SB-16-CRM-1270**  
(Estafa Thru Falsification under Article 315 in relation to  
Article 172 of the Revised Penal Code)

That on 16 January 2013 to 31 January 2013, or sometime prior or subsequent thereto in the City of Malabon, Philippines, and within the jurisdiction of this Honorable Court, accused **EDGARDO R. CASIMERO** y **RABINO**, Chief of the City Human Resources and Management

<sup>1</sup> The Amended Informations in SB-16-CRM-1270 to 1275 (Record, Vol. 1, pp. 243-270) were admitted in the Resolution dated March 24, 2017 (Record, Vol. 1, p. 296)

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Development Department; MAGDALENA U. SEBULINO y URAYENZA, Bookbinder; ROSA VILMA S. DE JESUS y SANTOS (DE JESUS), Administrative Officer II; and ROSALIE N. BERNARDO y NICOL (BERNARDO), Administrative Aide VI, all public officers/employees of the City of Malabon, taking advantage of their respective official positions, and conspiring with one another, with intent to gain, did, then and there willfully, unlawfully and feloniously make false pretenses or fraudulent representations as to Bernardo's and De Jesus' credit in their payroll accounts for the period of January 16 to 31, 2013 by forging, falsifying, and/or tampering with the ATM payroll register of the employees of the local government of Malabon City, a public and/or official document, and/or the Financial Data Entry System for the period of January 16 to 31, 2013, causing it to appear that BERNARDO and DE JESUS are entitled to a salary of PhP65,250.90 and PhP60,420.65, respectively, for the payroll period of January 16 to 31, 2013, which made the local government of Malabon City release said amounts to their respective ATM payroll accounts, when in fact, BERNARDO and DE JESUS are entitled only to a salary of more or less Php5,250.90 and PhP420.54 respectively, for the period of January 16 to 31, 2013; to the damage and prejudice of the local government of the City of Malabon in the total amount of Php120,000.00, more or less.

**CONTRARY TO LAW.**

The Informations in SB-16-CRM-1264 to 1269 (Violation of Sec. 3[e] of R.A. No. 3019), and in SB-16-CRM-1270 to 1275 (Estafa thru Falsification under Art. 172 of the RPC), are similarly worded, except for the particulars pertaining to each case. For convenience, the details of the Informations are hereunder summarized:

SB-16-CRM-	Payroll period	Falsified amounts	Salaries of accused De Jesus and Bernardo, respectively	Excess amounts each received by accused De Jesus and Bernardo	Amount of damage
1264 and 1270	January 16 to 31, 2013	Ph60,420.65 Ph65,250.90	Ph420.54 Ph5,250.90	Ph60,000.00	Ph120,000.00
1265 and 1271	February 1 to 15, 2013	Ph63,039.50 Ph65,896.00	Ph3,039.50 Ph5,896.00	Ph60,000.00	Ph120,000.00
1266 and 1272	September 16 to 30, 2013	Ph91,904.07 Ph95,485.54	Ph1,904.07 Ph5,485.54	Ph90,000.00	Ph180,000.00
1267 and 1273	November 1 to 15, 2013	Ph90,544.50 Ph95,211.00	Ph544.50 Ph5,211.00	Ph90,000.00	Ph180,000.00
1268 and 1274	December 1 to 15, 2013	Ph92,919.50 Ph95,161.00	Ph2,919.50 Ph5,161.00	Ph90,000.00	Ph180,000.00
1269 and 1275	December 16 to 31, 2013	Ph181,002.16 Ph185,016.96	Ph1,002.16 Ph5,016.93	Ph180,000.00	Ph360,000.00

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When arraigned, accused Casimero, De Jesus and Sebulino entered their pleas of "Not Guilty".<sup>2</sup> Accused Bernardo is still at large.

During the Pre-trial,<sup>3</sup> the parties stipulated as follows:<sup>4</sup>

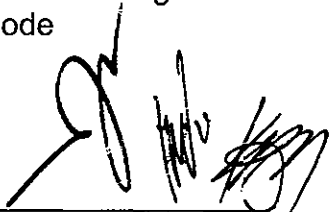
**I. STATEMENT OF ADMISSIONS/STIPULATIONS OF FACTS**

**A. As proposed by the prosecution, accused Edgardo Casimero, Rosa Vilma De Jesus, and Magdalena Sebulino stipulate on the following:**

1. Their identities as the persons accused in these cases and the jurisdiction of the Court over the persons of the said accused;
2. At the time material to the allegations in the Informations, accused Casimero is a public officer, being then the Chief of the Human Resources and Management Development Department of Malabon City;
3. At the time material to the allegations in the Informations, accused De Jesus is a public officer, being then the Administrative Officer II of Malabon City;
4. At the time material to the allegations in the Informations, accused Sebulino is a public employee, being then the Bookbinder of Malabon City; and
5. At the time material to the allegations in the Informations, accused Bernardo is a public employee, being then the Administrative Aide VI of Malabon City.

The parties also agreed that the issue to be resolved is as follows:<sup>5</sup>

Whether the accused are guilty of six (6) counts of violation of Section 3(h) [sic] of Republic Act No. 3019, and six (6) counts of Estafa through Falsification under Article 315 of the Revised Penal Code



<sup>2</sup> Record, Vol. 1, pp. 314-318

<sup>3</sup> Pre-Trial Order dated January 15, 2018; Record, Vol. 2, pp. 178-190

<sup>4</sup> Pre-Trial Order dated January 15, 2018, pp. 1-2; Record, Vol. 2, pp. 178-179

<sup>5</sup> Pre-Trial Order dated January 15, 2018, p. 2; Record, Vol. 2, p. 179

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EVIDENCE FOR THE PROSECUTION

The prosecution presented as witnesses **Dario M. Viado**,<sup>6</sup> **Ma. Caridad M. Soco**,<sup>7</sup> **Meliza G. Faustino**,<sup>8</sup> **Lydia N. Elisan**,<sup>9</sup> **Narcisa M. Padrinao**,<sup>10</sup> **Josephine C. Goboy**,<sup>11</sup> **Edson D. Yanga**,<sup>12</sup> and **Atty. Voltaire C. Dela Cruz**.<sup>13</sup>

In his Judicial Affidavit dated January 9, 2018, **Dario M. Viado**, Operations Specialist of Land Bank of the Philippines, Malacañang extension office, declared:

1. He was the former Operations Specialist of Land Bank, Malabon Branch with duties and responsibilities of a CASA/Loans Bookkeeper.<sup>14</sup>
2. As CASA/Loan Bookkeeper, he was in charge of, among others, processing the payroll for clients, and the installation and maintenance of the FINDES system installed on the client account.<sup>15</sup>
3. The procedure for processing the client's payroll at the Malabon Branch was as follows:
  - a. The receiving clerk or examiner verifies the completeness of the disbursement voucher, check, CD or USB containing the electronic copy of the payroll register, and the hard copy of the payroll register, turned over by the client to the Land Bank.<sup>16</sup>
  - b. After verification by the clerk, the check is turned over to the bank teller for issuance of receipt, while the electronic and hard copies of the payroll register are forwarded to him for uploading and validation of batch totals.<sup>17</sup>

<sup>6</sup> TSNs, January 16, 2018 and January 17, 2018; *Judicial Affidavit* dated January 9, 2018 (Record, Vol. 2, pp. 42-177)

<sup>7</sup> TSN, January 29, 2018; *Judicial Affidavit* dated December 1, 2017 (Record, Vol. 1, pp. 388-510)

<sup>8</sup> TSN, January 30, 2018; *Judicial Affidavit* dated January 16, 2018 (Record, Vol. 2, pp. 201-359)

<sup>9</sup> TSN, February 7, 2018; *Judicial Affidavit* dated February 2, 2018 (Record, Vol. 2, pp. 367-393)

<sup>10</sup> TSN, March 7, 2018; *Judicial Affidavit* dated February 15, 2018 (Record, Vol. 2, pp. 422-533)

<sup>11</sup> TSN, March 8, 2018; *Judicial Affidavit* dated February 5, 2018 (Record, Vol. 2, pp. 397-418)

<sup>12</sup> TSN, April 24, 2018; *Affidavit* dated January 24, 2014 (Record, Vol. 3, pp. 207-208)

<sup>13</sup> TSNs, May 23, 2018 and May 30, 2018; *Complaint-Affidavit* dated June 27, 2014 (Record, Vol. 3, pp. 190-225)

<sup>14</sup> *Judicial Affidavit* dated January 9, 2018, p. 3 (Record, Vol. 2, p. 44)

<sup>15</sup> *Judicial Affidavit* dated January 9, 2018, p. 3 (Record, Vol. 2, p. 44)

<sup>16</sup> *Judicial Affidavit* dated January 9, 2018, p. 4 (Record, Vol. 2, p. 45)

<sup>17</sup> *Judicial Affidavit* dated January 9, 2018, p. 4 (Record, Vol. 2, p. 45)

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- c. He checks if the totals indicated in the soft copy are the same as those reflected in the hard copy. If the totals are the same, he prints the branch validation report and forwards it to his supervisor for counter-checking. Thereafter, the same is forwarded to the Branch Manager for approval.<sup>18</sup>
  - d. After the Branch Manager's approval, the soft and hard copies of the payroll register are returned to him for crediting of the payroll for the individual employees. The crediting of payroll is completed after the supervisor or manager inputs the override password.<sup>19</sup>
  - e. Thereafter, he prints the payroll file status on the Branch Validation Report, and returns the CD or USB to the client.<sup>20</sup>
4. He processed the payroll of the officials and employees of the City Government of Malabon in 2013. In connection therewith, documents (Exhibits G, G-2, G-3, G-4, G-5 and G-6) and the USB or CD containing the electronic copy of the payroll register generated by Malabon City's FINDES system were turned over to him. He also made printouts of the Branch Validation Reports (Exhibits G-1, G-2-a, G-3-a, G-4-a, G-5-a and G-6-a) pertaining to the said transactions.<sup>21</sup>
5. Sometime in January 2014, their Manager informed him that the HR Office of Malabon City was requesting the reinstallation of the FINDES system because they could not open the same.<sup>22</sup>
6. He proceeded to their office. When he arrived, he was assisted by Ms. Sebulino and Mr. Casimero. He accessed their computer, deleted the old FINDES system, and installed the latest version of the FINDES system. He had to delete the old FINDES system so the newly installed system will not have bugs.<sup>23</sup>
7. As for crediting the payroll to the individual accounts of the officials and employees of Malabon City, after their Manager approves the payroll, the electronic copy of the payroll register is forwarded to the system, and the system credits to the

<sup>18</sup> *Judicial Affidavit* dated January 9, 2018, p. 4 (Record, Vol. 2, p. 45)

<sup>19</sup> *Judicial Affidavit* dated January 9, 2018, p. 4 (Record, Vol. 2, p. 45)

<sup>20</sup> *Judicial Affidavit* dated January 9, 2018, p. 5 (Record, Vol. 2, p. 46)

<sup>21</sup> *Judicial Affidavit* dated January 9, 2018, pp. 5-6 (Record, Vol. 2, pp. 46-47)

<sup>22</sup> *Judicial Affidavit* dated January 9, 2018, p. 14 (Record, Vol. 2, p. 55)

<sup>23</sup> *Judicial Affidavit* dated January 9, 2018, p. 14 (Record, Vol. 2, p. 55)

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respective accounts the amounts pertaining to them, as stated in the electronic copy of the payroll register.<sup>24</sup>

8. The amount credited to the account of a certain employee will always be the same as the amount indicated in the electronic payroll register pertaining to the said employee because the system can only download what is contained in the electronic payroll register generated by the FINDES system. They cannot even manually modify it.<sup>25</sup>

He further testified:

1. The FINDES is a program provided by the Land Bank to its client institutions for crediting of the accounts of the employees for the payroll. Without the FINDES, the system of the local government will not match with Land Bank's system.<sup>26</sup>
2. As far as he knows, the institution inputs financial data into the FINDES. They include the list of employees, then they generate the payroll register and soft copy of the payroll.<sup>27</sup>
3. Only the final salaries to be credited to the employees' accounts are manually inputted to the system. No other computation is done.<sup>28</sup>
4. The ATM payroll register is generated by, and is the same as, the FINDES. It is a way to electronically prepare the payroll of the employees.<sup>29</sup>
5. He does not know if there is a manual system of preparing the payroll before it is encoded into the FINDES.<sup>30</sup>
6. The document examiner verifies the completeness of the signatures in the payroll register. After the check is handed to the teller, an official receipt is issued.<sup>31</sup>
7. The payroll register and the soft copy were turned over to him after the issuance of the official receipt.<sup>32</sup>

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<sup>24</sup> *Judicial Affidavit* dated January 9, 2018, p. 15 (Record, Vol. 2, p. 56)

<sup>25</sup> *Judicial Affidavit* dated January 9, 2018, p. 15 (Record, Vol. 2, p. 56)

<sup>26</sup> TSN, January 17, 2018, p. 54

<sup>27</sup> TSN, January 17, 2018, p. 27

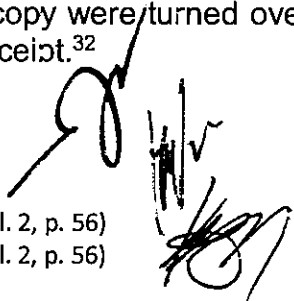
<sup>28</sup> TSN, January 17, 2018, pp. 27-28

<sup>29</sup> TSN, January 17, 2018, pp. 28-29

<sup>30</sup> TSN, January 17, 2018, p. 26

<sup>31</sup> TSN, January 17, 2018, p. 8

<sup>32</sup> TSN, January 17, 2018, p. 8

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8. He validates the soft and hard copies by comparing the total amount of payroll in the soft and hard copies. He does not validate the individual entries.<sup>33</sup>
9. After validation, he prints the Branch Validation Report and forwards the same to the Supervisor for counter-checking. The said report refers to the total amount only.<sup>34</sup>
10. After the Branch Manager approves the Branch Validation Report, it is returned to him for uploading, or crediting the payroll of each account in the payroll register.<sup>35</sup>
11. There is no way for him to scrutinize the entries. He uses only the USB.<sup>36</sup>
12. When he validated the six (6) Payroll Registers, he did not find any discrepancy or payroll padding.<sup>37</sup>
13. He cannot determine if there is payroll padding.<sup>38</sup>
14. His basis for uploading the payroll of all employees of Malabon City for the pay period January 30, 2013 was the total.<sup>39</sup>
15. For the pay period January 30, 2013, the total amount uploaded was ₱4,482,281.88, which is the total amount of the payroll for all the Malabon City employees.<sup>40</sup>
16. He did the same thing for the other payroll periods subject of these cases.<sup>41</sup>
17. The Branch Validation Report is a report from the soft copy that was uploaded to their own line system. The accused had no participation or access to the said document.<sup>42</sup>
18. He used the electronic copy to upload the salaries for each individual employee.<sup>43</sup>

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<sup>33</sup> TSN, January 17, 2018, pp. 8-9

<sup>34</sup> TSN, January 17, 2018, pp. 9-10

<sup>35</sup> TSN, January 17, 2018, p. 10

<sup>36</sup> TSN, January 17, 2018, p. 10

<sup>37</sup> TSN, January 17, 2018, p. 11

<sup>38</sup> TSN, January 17, 2018, p. 11

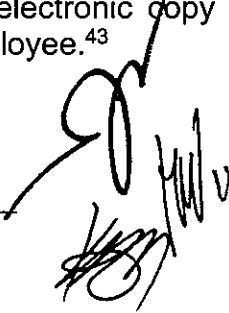
<sup>39</sup> TSN, January 17, 2018, p. 16

<sup>40</sup> TSN, January 17, 2018, pp. 16-17

<sup>41</sup> TSN, January 17, 2018, pp. 17-20

<sup>42</sup> TSN, January 17, 2018, p. 32

<sup>43</sup> TSN, January 17, 2018, p. 33





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19. He checked only the hash<sup>44</sup> total, the credit total, and the account hash of the payroll registers. He did not check the individual accounts of each employee.<sup>45</sup>
20. The hard copy that was submitted by the local government unit of Malabon was the printout of the soft copy that was also submitted to him.<sup>46</sup>
21. He did not go through the hard copy when he processed the documents so he did not notice if the same had the supposed alterations.<sup>47</sup>
22. They do not have FINDES in their branch. Only the persons in the HR who have access to FINDES can modify the soft copy.<sup>48</sup>
23. Only the amounts in the soft copy will be forwarded to the accounts of the employees.<sup>49</sup>
24. Even if there are alterations in the hard copy, the contents of the soft copy will not change. The contents of the hard copy are not entered into the system.<sup>50</sup>
25. He had to reinstall the FINDES in the Human Resource Office of Malabon City because they cannot open it. They could have reinstalled it themselves. He does not know why they did not do so.<sup>51</sup>
26. He does not know who in the said office had the password.<sup>52</sup>
27. He does not know the particular person from the HR Office who requested the reinstallation of the FINDES. His Branch Manager was the one who ordered him to reinstall it.<sup>53</sup>
28. They requested the reinstallation of the FINDES not because of the discrepancies in the contents of the payroll, but because of the technical problem in FINDES itself.<sup>54</sup>

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<sup>44</sup> Indicated as "cash" in the TSN

<sup>45</sup> TSN, January 17, 2018, p. 34

<sup>46</sup> TSN, January 17, 2018, pp. 34-35

<sup>47</sup> TSN, January 17, 2018, pp. 39-40

<sup>48</sup> TSN, January 17, 2018, p. 46

<sup>49</sup> TSN, January 17, 2018, p. 49

<sup>50</sup> TSN, January 17, 2018, pp. 53-54

<sup>51</sup> TSN, January 17, 2018, p. 43

<sup>52</sup> TSN, January 17, 2018, pp. 44-45

<sup>53</sup> TSN, January 17, 2018, p. 29

<sup>54</sup> TSN, January 17, 2018, p. 29

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In her Judicial Affidavit dated December 1, 2017, **Ma. Caridad M. Soco**, Officer-in-Charge (OIC), City Human Resource Management and Development Department (CHRMDD), Malabon City, identified Exhibits A to A-2, B to B-2, C to C-2, and D to D-2, and testified:

1. She has been connected with the CHRMDD of Malabon City for thirty-one (31) years. Prior to her designation as OIC of the HRMDD, she was the former Assistant Head of the HRMDD of Malabon City since 2010.<sup>55</sup>
2. The payroll process of Malabon City is as follows:
  - a. The payroll is prepared by computing the base pay of each employee, and deducting therefrom the mandatory and optional deductions, if any. Thereafter, the summary of payroll/payroll register indicating the total amount that each employee is entitled to receive for the given payroll period is printed. The electronic copy of the payroll register is also generated and stored in the FINDES.<sup>56</sup>
  - b. She checks the hard copy of the payroll register and forwards the same to the head of office for approval and certification as to the correctness of the amount indicated therein.<sup>57</sup>
  - c. The payroll register is then forwarded to the Accounting Department for auditing, then to the Treasurer for preparation of the disbursement voucher, and finally to the Mayor's office for approval.<sup>58</sup>
  - d. The approved disbursement voucher, together with the payroll register, is forwarded to the Land Bank. The electronic copy of the payroll register stored in the FINDES is simultaneously forwarded to the Land Bank so that the amounts indicated therein will be downloaded to the individual accounts of the employees.<sup>59</sup>
  - e. Thereafter, the Land Bank returns the disbursement voucher and payroll register to the Treasurer's office for safekeeping. The CD or USB containing the electronic copy of the payroll register is returned to the HRMDD to be reused for the subsequent payroll period.<sup>60</sup>

<sup>55</sup> *Judicial Affidavit* dated December 1, 2017, p. 5 (Record, Vol. 1, p. 392)

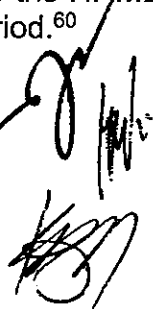
<sup>56</sup> *Judicial Affidavit* dated December 1, 2017, p. 5 (Record, Vol. 1, p. 392)

<sup>57</sup> *Judicial Affidavit* dated December 1, 2017, p. 6 (Record, Vol. 1, p. 393)

<sup>58</sup> *Judicial Affidavit* dated December 1, 2017, p. 6 (Record, Vol. 1, p. 393)

<sup>59</sup> *Judicial Affidavit* dated December 1, 2017, p. 6 (Record, Vol. 1, p. 393)

<sup>60</sup> *Judicial Affidavit* dated December 1, 2017, p. 6 (Record, Vol. 1, p. 393)



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3. She was in the CHRMDD when the alleged incident happened.<sup>61</sup>
4. Edgardo Casimero was the head of the CHRMDD from January 2013 to December 2013. He was their superior from 2005 until his dismissal sometime in 2015.<sup>62</sup>
5. In 2013, the person primarily in charge of preparing the payroll register was Magdalena Sebulino. She was also in charge of preparing the electronic copy contained in the FINDES.<sup>63</sup>
6. After Sebulino prepared the payroll register, the same was forwarded to her (witness Soco) for her initial, then to Mr. Casimero, the Head of Office, for his signature and certification.<sup>64</sup>
7. The last page of each of the subject payroll registers (Exhibits II-3, JJ-3, KK-3, LL-3, MM-3 and NN-3) does not contain her initial. Thus, the said payroll registers were not checked by her.<sup>65</sup>
8. Currently, only the Head of the Management Information System Division (MISD) has access to the FINDES. Prior to the current arrangement, the payroll encoder and the Head of the HRMDD had access to the said system. The change was brought about after the payroll padding was discovered.<sup>66</sup>
9. In 2013, the head of the HRMDD and the payroll encoder were Mr. Edgardo Casimero and Magdalena U. Sebulino, respectively.<sup>67</sup>

She further testified:

1. The payroll registers (Exhibits G, G-2, G-3, G-4, G-5 and G-6) did not pass through her because the last page of each of the said documents does not contain her initial.<sup>68</sup>
2. Accused Casimero still signed the payroll register even if her initial was not there.<sup>69</sup>

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<sup>61</sup> Judicial Affidavit dated December 1, 2017, p. 7 (Record, Vol. 1, p. 394)

<sup>62</sup> Judicial Affidavit dated December 1, 2017, p. 7 (Record, Vol. 1, p. 394)

<sup>63</sup> Judicial Affidavit dated December 1, 2017, p. 7 (Record, Vol. 1, p. 394)

<sup>64</sup> Judicial Affidavit dated December 1, 2017, pp. 7-8 (Record, Vol. 1, pp. 394-395)

<sup>65</sup> Judicial Affidavit dated December 1, 2017, pp. 8-10 (Record, Vol. 1, pp. 395-397)

<sup>66</sup> Judicial Affidavit dated December 1, 2017, pp. 10-11 (Record, Vol. 1, pp. 397-398)

<sup>67</sup> Judicial Affidavit dated December 1, 2017, p. 11 (Record, Vol. 1, p. 398)

<sup>68</sup> TSN, January 29, 2018, pp. 12-14

<sup>69</sup> TSN, January 29, 2018, p. 36

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3. The initial of Marie, the other assistant, is in the payroll registers. When Mr. Casimero sees her and Marie's initials, it means that they had already checked the document and it can be processed.<sup>70</sup>
4. The anomaly was discovered after someone reported that there was payroll padding. It was reported that a certain Rosa Vilma De Jesus and Rosalie Bernardo received amounts larger than those indicated in the payroll.<sup>71</sup>
5. The anomaly would not have been discovered if no one reported it.<sup>72</sup>
6. The HR Department encodes the salary due to each employee into the system of Land Bank.<sup>73</sup>
7. Magdalena Sebulino, from the HR Department, encodes the amounts and makes printouts. The same is brought to her (witness Soco) for checking.<sup>74</sup>
8. She checks the printouts by comparing the details in the payroll register with those in the payroll.<sup>75</sup>
9. There are times when De Jesus was really entitled only to around ₱400 because of the numerous deductions.<sup>76</sup>

In her Judicial Affidavit dated January 16, 2018, **Meliza G. Faustino**, Branch Manager of Land Bank of the Philippines, Malabon Branch, identified Exhibits G, G-1, G-2, G-2-a, G-3, G-3-a, G-4, G-4-a, G-5, G-5-a, G-6, G-6-a, CC, DD, EE and FF, and declared:

1. She has held the position of Branch Head at Land Bank, Malabon Branch since 2015 until the present.<sup>77</sup>
2. She is familiar with the payroll process of Land Bank's clients because she has been an employee of the Land Bank for twenty-five (25) years. Also, as Branch Head, she is required to be knowledgeable of the banking procedures and processes of the Land Bank.<sup>78</sup>

<sup>70</sup> TSN, January 29, 2018, pp. 22-23

<sup>71</sup> TSN, January 29, 2018, p. 38

<sup>72</sup> TSN, January 29, 2018, p. 38

<sup>73</sup> TSN, January 29, 2018, p. 39

<sup>74</sup> TSN, January 29, 2018, p. 39

<sup>75</sup> TSN, January 29, 2018, pp. 39-40

<sup>76</sup> TSN, January 29, 2018, p. 40

<sup>77</sup> *Judicial Affidavit* dated January 16, 2018, p. 2 (Record, Vol. 2, p. 202)

<sup>78</sup> *Judicial Affidavit* dated January 16, 2018, p. 16 (Record, Vol. 2, p. 216)

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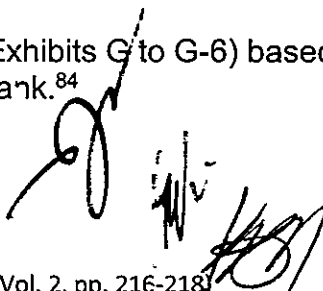
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3. The only logical explanation for the discrepancy in the amounts accused Bernardo and De Jesus were entitled to and the amounts actually credited is that the electronic copy of the payroll registers subject of these cases indicated different amounts to be downloaded for the said accused.<sup>79</sup>
4. The difference could not have been caused by an encoding error on the part of Land Bank personnel because there is no human intervention in downloading to the individual payroll accounts. The Land Bank's system relied solely on the amounts stated in the electronic copy of the payroll register. Even assuming that Land Bank personnel can make changes in the account, the system will not accept downloading because the total credit amount will not tally with the amount indicated in the Branch Validation report.<sup>80</sup>
5. Land Bank, Malabon Branch has no obligation to check if the amounts downloaded to the individual accounts tally with the amounts indicated in the hard copy of the payroll. They are only required to check if the total amount tallies with the Batch Totals indicated in the Branch Validation Report attached to the payroll. The signatories to the payroll are responsible for seeing to it that the amount stated in the hard copy of the payroll tallies with the amount stated in the electronic copy.<sup>81</sup>

She further testified:

1. In 2013, she held the position of Technical Assistant for the Branch Banking Group. She was not yet with Land Bank, Malabon Branch, but was Technical Assistant to the Vice-President, supervising NCR branches.<sup>82</sup>
2. She came across the bank statements (Exhibits CC, DD, EE and FF) for the first time when she regenerated and printed the same after she was subpoenaed by the Office of the Ombudsman. She has no personal knowledge of the entries in the said documents.<sup>83</sup>
3. She certified the Payroll Registers (Exhibits G to G-6) based on the original copies received by the bank.<sup>84</sup>



<sup>79</sup> *Judicial Affidavit* dated January 16, 2018, pp. 16-18 (Record, Vol. 2, pp. 216-218)

<sup>80</sup> *Judicial Affidavit* dated January 16, 2018, p. 16 (Record, Vol. 2, p. 216)

<sup>81</sup> *Judicial Affidavit* dated January 16, 2018, p. 18 (Record, Vol. 2, p. 218)

<sup>82</sup> TSN, January 30, 2018, pp. 11-12

<sup>83</sup> TSN, January 30, 2018, p. 13

<sup>84</sup> TSN, January 30, 2018, p. 26

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4. She came across the documents subject of the case only in 2015. She is not aware of how the entries were made.<sup>85</sup>
5. She does not have a copy of the electronic copy of the payroll register because the electronic copy was returned to the agency.<sup>86</sup>
6. The City of Malabon, not the Land Bank, encoded the entries in the payroll registers using the financial data system of the bank.<sup>87</sup>
7. Land Bank's obligation was only to check whether the electronic copy totals tally with the totals indicated in the hard copy.<sup>88</sup>
8. Land Bank uploads to the individual accounts what is indicated in the electronic copy, not those in the hard copy.<sup>89</sup>
9. The City of Malabon entered into a Memorandum of Agreement (MOA) with Land Bank for their Automated Teller Machine (ATM) Payroll processing. Land Bank provided the LGU with the Financial Data System (FDS), an application for encoding all entries relating to the payroll. Once it is processed, it will generate the inputs in the system and translate the same to an electronic copy, and also produce a hard copy. Both copies are submitted to the bank during the payroll period.<sup>90</sup>
10. When the electronic and hard copies are submitted, the bank validates the same using their system called window validation, and a branch validation report is produced.<sup>91</sup>
11. The branch validation report is the output of the Land Bank's system if the electronic copy submitted by the LGU tallies with the hard copy submitted to the bank.<sup>92</sup>
12. Record count refers to the number of payroll accounts. Total amount refers to the total amount credited to the individual payroll accounts. The account hash is used to verify if the electronic copy submitted tallies with the hard copy. Finally, the hash total is the control number, for checking and verifying the entries in the electronic data.<sup>93</sup>

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<sup>85</sup> TSN, January 30, 2018, pp. 25-26

<sup>86</sup> TSN, January 30, 2018, p. 17

<sup>87</sup> TSN, January 30, 2018, p. 27

<sup>88</sup> TSN, January 30, 2018, p. 27

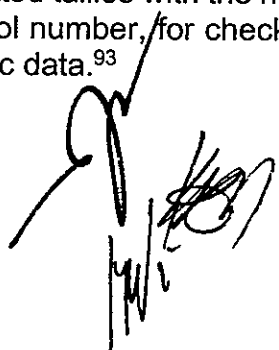
<sup>89</sup> TSN, January 30, 2018, p. 27

<sup>90</sup> TSN, January 30, 2018, p. 28

<sup>91</sup> TSN, January 30, 2018, p. 28

<sup>92</sup> TSN, January 30, 2018, pp. 35-36

<sup>93</sup> TSN, January 30, 2018, pp. 29-30



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13. If the entries tally with those in the hard copy, it will trigger the crediting to the payroll accounts.<sup>94</sup>
14. The electronic copy is generated by the LGU. After validating the soft copy, the same is returned to the LGU.<sup>95</sup>
15. As soon as the electronic copy is validated, the Land Bank's system generates a report called the branch validation report, wherein all entries needed to verify or to check the four items are indicated.<sup>96</sup>
16. The electronic copy can be altered by the office concerned within the LGU.<sup>97</sup>
17. The concerned office within the LGU is responsible for checking the accuracy of the data in the electronic and hard copies.<sup>98</sup>
18. The LGU generates the hard copy. Both the LGU and the bank have copies of the said hard copy.<sup>99</sup>
19. The hard copy should be the same as the soft copy because the hard copy is only a reproduction of what was encoded in the electronic copy.<sup>100</sup>
20. The bank's obligation is limited to checking the number of records, the total, the hash account and the hash total.<sup>101</sup>
21. The numbers pertaining to the hash total and the account total change every time an entry is made, or when the entries are edited. The numbers in the soft copy will not match the ones in the hard copy if changes are subsequently made to the soft copy.<sup>102</sup>
22. She cannot determine the correctness of the amount in the hard copy because the bank does not prepare the payroll. The bank presumes that what it received was correct, as long as the electronic and hard copies tally, as validated by their system.<sup>103</sup>

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<sup>94</sup> TSN, January 30, 2018, p. 30

<sup>95</sup> TSN, January 30, 2018, p. 31

<sup>96</sup> TSN, January 30, 2018, p. 31

<sup>97</sup> TSN, January 30, 2018, p. 32

<sup>98</sup> TSN, January 30, 2018, p. 33

<sup>99</sup> TSN, January 30, 2018, p. 34

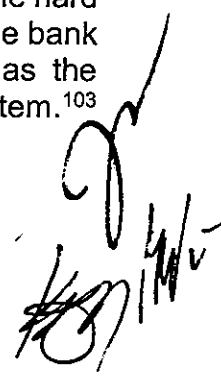
<sup>100</sup> TSN, January 30, 2018, p. 36

<sup>101</sup> TSN, January 30, 2018, p. 36

<sup>102</sup> TSN, January 30, 2018, pp. 38-39

<sup>103</sup> TSN, January 30, 2018, p. 42

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In her Judicial Affidavit dated February 2, 2018, **Lydia N. Elisan**, Supervising Administrative Officer, City Treasurer Department, Malabon City, declared:

1. She has been connected with the City Government of Malabon since 1984, and has held the position of Supervising Administrative Officer (IV) under the City Treasurer Department of Malabon since 2014.<sup>104</sup>
2. She discovered the payroll padding incident, and initiated the complaint against Rosa Vilma S. De Jesus and Rosalie N. Bernardo, both employees of the Accounting Office of Malabon City.<sup>105</sup>
3. On December 27, 2013, she checked the ATM Roll to determine the exact amount that can be withdrawn from Land Bank. She noticed that there were erasures under Account No. 0657-0081-33 under the name of Bernardo, Rosalie N., and Account No. 0657-0081-68 under the name of De Jesus, Rosa Vilma S.<sup>106</sup>
4. The ATM Roll is the Database Report (Exhibit NN-3) attached to the Disbursement Voucher for December 26, 2013.<sup>107</sup>
5. After she found the erasures, she called Land Bank, Malabon Branch and spoke to Mr. Dario M. Viado, Operations Specialist. She asked for the actual amounts credited to the accounts of Bernardo and De Jesus.<sup>108</sup>
6. Mr. Viado told her that Bernardo's account was credited in the amount of ₱185,016.93, and De Jesus' account was credited in the amount of ₱181,002.16.<sup>109</sup>
7. The amounts did not tally with the usual salary for their respective positions. The amounts credited were higher than those for City Mayor Antolin A. Oreta.<sup>110</sup>
8. Thereafter, she reported the payroll padding incident to her superior, and to the City Administrator, for their information and appropriate action. She then executed a complaint against Bernardo and De Jesus.<sup>111</sup>

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<sup>104</sup> Judicial Affidavit dated February 2, 2018, p. 2 (Record, Vol. 2, p. 368)

<sup>105</sup> Judicial Affidavit dated February 2, 2018, p. 2 (Record, Vol. 2, p. 368)

<sup>106</sup> Judicial Affidavit dated February 2, 2018, p. 3 (Record, Vol. 2, p. 369)

<sup>107</sup> Judicial Affidavit dated February 2, 2018, p. 3 (Record, Vol. 2, p. 369)

<sup>108</sup> Judicial Affidavit dated February 2, 2018, p. 4 (Record, Vol. 2, p. 370)

<sup>109</sup> Judicial Affidavit dated February 2, 2018, p. 4 (Record, Vol. 2, p. 370)

<sup>110</sup> Judicial Affidavit dated February 2, 2018, p. 4 (Record, Vol. 2, p. 370)

<sup>111</sup> Judicial Affidavit dated February 2, 2018, p. 4 (Record, Vol. 2, p. 370)



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She further testified:

1. Payroll register, hard copy, electronic copy, database report, and ATM payroll, all refer to the same document.<sup>112</sup>
2. She knows that Mr. Viado's basis for the amount credited was the database report because when she went to the bank and talked to Mr. Viado, he showed her the payroll.<sup>113</sup>
3. She first called the bank, and Mr. Viado told her the amounts credited. Thereafter, she went to the bank and talked to Mr. Viado. The amounts appeared in the document Mr. Viado showed her.<sup>114</sup>
4. She did not bring the Database Report (Exhibit NN-3) with her when she went to the bank to talk to Mr. Viado. At the time, she left the said document in her office.<sup>115</sup>
5. She does not know if the document Mr. Viado showed her was a copy of the one in her possession.<sup>116</sup>
6. When she went to Land Bank, Mr. Viado showed her the bank statement indicating the amounts credited to the accounts of Bernardo and De Jesus.<sup>117</sup>
7. Mr. Viado advised her to make a request for the individual bank statements of Vilma Santos [De Jesus] and Rosalie Bernardo if she wanted to know about the previous amounts credited to their accounts. She told him that she was not responsible for the matter, and that it is up to the management to conduct further investigations into the matter.<sup>118</sup>
8. After she visited the Land Bank, she informed Atty. Grace Valentine Mereno, the City Administrator, and her superior, the City Treasurer, about the erasures.<sup>119</sup>
9. She filed a complaint against accused Bernardo and De Jesus only, because at the time, she had evidence only against them.<sup>120</sup>

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<sup>112</sup> TSN, February 7, 2018, p. 9

<sup>113</sup> TSN, February 7, 2018, p. 17

<sup>114</sup> TSN, February 7, 2018, pp. 17-19

<sup>115</sup> TSN, February 7, 2018, pp. 36-37

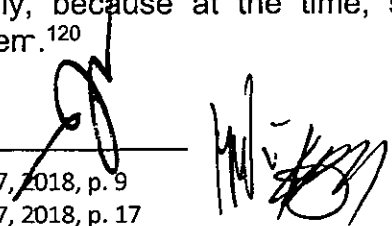
<sup>116</sup> TSN, February 7, 2018, pp. 22-23

<sup>117</sup> TSN, February 7, 2018, pp. 26-27

<sup>118</sup> TSN, February 7, 2018, pp. 27-28

<sup>119</sup> TSN, February 7, 2018, pp. 28-29

<sup>120</sup> TSN, February 7, 2018, pp. 29-30



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10. She discovered the payroll padding on December 27, and filed the complaint against Bernardo and De Jesus on January 3, 2014. In between the two (2) dates, she waited for the legal officer who assisted her in preparing the affidavit-complaint.<sup>121</sup>
11. Her complaint was drafted on December 28, and was finished on January 3, 2014. The City conducted further investigations on the payroll padding incident, and as a result, a complaint was filed against Mr. Casimero and the other accused.<sup>122</sup>
12. The ATM roll is the database report attached to the disbursement voucher. She has a copy of the ATM roll and LGU database report because at the time, she was Chief of the Cash Division.<sup>123</sup>
13. Accounting also has a copy, which is transmitted to the COA.<sup>124</sup>
14. She does not know who generates the ATM roll or the LGU database report.<sup>125</sup>
15. Accounting gives the Treasurer's Office a copy of the voucher for the preparation of the check. After the check is prepared, the check goes to the bank. She photocopies the duplicate copy of the check and they retain the duplicate copy of the voucher. The original is sent to Accounting, which sends the same to the COA.<sup>126</sup>
16. She went through the database report because she wanted to know how much she can withdraw from her own ATM account. She looked for her name when she went through the database report.<sup>127</sup>
17. She does not know how many copies of the payroll register are printed in the preparation of the payroll of the employees, but they were given two (2) sets.<sup>128</sup>
18. At the time, she signed as officer-in-charge of the City Treasury because the Treasurer was abroad.<sup>129</sup>



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<sup>121</sup> TSN, February 7, 2018, p. 33  
<sup>122</sup> TSN, February 7, 2018, pp. 33-34  
<sup>123</sup> TSN, February 7, 2018, p. 46  
<sup>124</sup> TSN, February 7, 2018, p. 48  
<sup>125</sup> TSN, February 7, 2018, p. 48  
<sup>126</sup> TSN, February 7, 2018, pp. 51-52  
<sup>127</sup> TSN, February 7, 2018, pp. 57-58  
<sup>128</sup> TSN, February 7, 2018, pp. 58-59  
<sup>129</sup> TSN, February 7, 2018, p. 59

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19. She did not go through the documents when they were forwarded to her for check preparation. She was not responsible for checking whether the total amount is correct, after adding each of the items. Accounting was responsible for the same.<sup>130</sup>
20. After she found the alterations beside the names of Bernardo and De Jesus, she retrieved some of the other payroll reports or database reports for the other months and saw that there were some alterations.<sup>131</sup>

In her Judicial Affidavit dated February 15, 2018, **Narcisa M. Padrinao**, former State Auditor IV, identified Exhibits G, G-2, G-3, G-5, V, Y, Z, AA, LL-3 and NN-3, and declared:

1. She held the position of State Auditor IV of CCA-Malabon from 2012 to 2017.<sup>132</sup>
2. As State Auditor IV, she issued Audit Observation Memorandum (AOM) No. 13-063 dated February 28, 2014 and the subsequent Notice of Disallowance No. 14-001-100-(13) dated April 25, 2014.<sup>133</sup>
3. One of the findings in the AOM was that the Payroll Registers and/or Database Reports for the periods September 16-30, 2013, November 1-15, 2013, December 1-15 and 16-31 showed signs of tampering as to the amounts to be credited to LBP ATM Accounts No. 0657-0081-33 and 0657-0081-68. The amounts in the payroll register and/or database report were tampered with so that the documents will reflect the correct amounts to be credited. However, the said tampering casts doubt on the accuracy of the documents.<sup>134</sup>
4. The tampering casts doubt as to the accuracy of the documents because the documents will not show whether the correct amounts, as indicated in the payroll register and/or the database report, are the same as those indicated to be transferred from the City's depository account to the respective accounts of the employees concerned. The bank confirmation later confirmed the amounts credited to the said accounts for the particular payroll periods.<sup>135</sup>

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<sup>130</sup> TSN, February 7, 2018, pp. 63-64

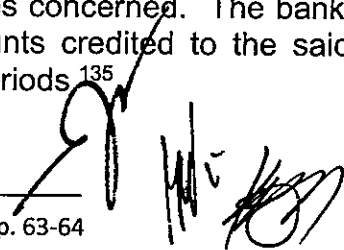
<sup>131</sup> TSN, February 7, 2018, pp. 65-66

<sup>132</sup> *Judicial Affidavit* dated February 15, 2018, p. 3 (Record, Vol. 2, p. 424)

<sup>133</sup> *Judicial Affidavit* dated February 15, 2018, pp. 3-4 (Record, Vol. 2, pp. 424-425)

<sup>134</sup> *Judicial Affidavit* dated February 15, 2018, pp. 7-8 (Record, Vol. 2, pp. 428-429)

<sup>135</sup> *Judicial Affidavit* dated February 15, 2018, p. 8 (Record, Vol. 2, p. 429)



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5. As for the finding of lack of supervisory review over the staff members who perform payroll functions, the Chief of the City's Accounting Division confirmed that she relied solely on the employees tasked to conduct audit on the payroll registers and/or database reports due to her heavy workload, and the trust and confidence on her staff.<sup>136</sup>
6. As for the finding of lack of back-up files of hard and soft copies of the payroll register, when she requested the HRMDD for copies of the payroll register and/or database reports submitted to the Land Bank, Malabon Branch for the payroll periods in 2013 to determine the identities of employees who might have benefited from the overpayments, her office was told that the files or documents requested were not available.<sup>137</sup>
7. After they issued the AOM, they received a reply from Land Bank, Malabon Branch, giving them the requested data. They found out that large amounts were credited to Account No. 0657-0081-33 pertaining to Rosalie N. Bernardo, and Account No. 0657-0081-68 pertaining to Rosa Vilma S. De Jesus, during the periods when the payroll register padding was committed.<sup>138</sup>
8. They subsequently issued Notice of Disallowance No. 14-001-100-(13) dated April 25, 2014 (Exhibit BB), containing their latest audit findings, and identifying the recipients of the overpayment of ₱1.14 million, whose names were not reflected in the AOM.<sup>139</sup>

She further testified:

1. The audit of the accounts was triggered when the management informed them that the payroll register was tampered with.<sup>140</sup>
2. They found that there was tampering and overpayment to two (2) employees in the amount of ₱1,140,000.00 over six payroll periods.<sup>141</sup>
3. They also found overpayments involving the same persons when they audited the accounts for previous years. She does not know if cases were filed.<sup>142</sup>



<sup>136</sup> *Judicial Affidavit* dated February 15, 2018, p. 8 (Record, Vol. 2, p. 429)

<sup>137</sup> *Judicial Affidavit* dated February 15, 2018, p. 9 (Record, Vol. 2, p. 430)

<sup>138</sup> *Judicial Affidavit* dated February 15, 2018, pp. 9-10 (Record, Vol. 2, pp. 430-431)

<sup>139</sup> *Judicial Affidavit* dated February 15, 2018, p. 10 (Record, Vol. 2, p. 431)

<sup>140</sup> TSN, March 7, 2018, p. 14

<sup>141</sup> TSN, March 7, 2018, pp. 16-17

<sup>142</sup> TSN, March 7, 2018, pp. 18-19

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In her Judicial Affidavit dated February 5, 2018, **Josephine C. Goboy**, Audit Analyst IV and Acting City Assistant Accountant at the Malabon City Accounting Office, identified Exhibits C-2, D-2, II, JJ, KK, LL, MM and NN, and declared:

1. She has held the position of Management and Audit Analyst IV since 2008, and has been the Acting City Assistant Accountant of the Malabon City Accounting Office since February 2018. She has also been the Officer-in-Charge of the City Accounting Office from October 9, 2016 to January 31, 2018.<sup>143</sup>
2. The Office of the City Accountant prepares disbursement vouchers, and certifies the correctness and completeness of the supporting documents. It is also in charge of the internal audit of various disbursements, including the disbursements for salaries of the officials and employees of Malabon City.<sup>144</sup>
3. She is familiar with the payroll process, but only with respect to the procedure within their office. To wit:
  - a. First, the Accounting Office prepares the adjustments for benefits deductions for each official and employee, and forwards the same to the Human Resource Department (HRD) to include the adjustments for the preparation of the payroll.<sup>145</sup>
  - b. HRD prepares the payroll and transmits the same to the Accounting Office for auditing.<sup>146</sup>
  - c. The Accounting Office checks if the adjustments were correctly encoded and if they tally. If in the affirmative, they return the payroll to HRD for the preparation of the payroll register.<sup>147</sup>
  - d. HRD prepares the payroll register and/or database report and transmits the same to the Accounting Office or Treasurer's Office for their signature on the Certificate of the Availability of Funds.<sup>148</sup>
  - e. Simultaneous with the transmittal of the payroll register, accused Sebulino, from the HRD, calls the Accounting Office to inform them of the amount indicated in the

<sup>143</sup> Judicial Affidavit dated February 5, 2018, p. 3 (Record, Vol. 2, p. 399)

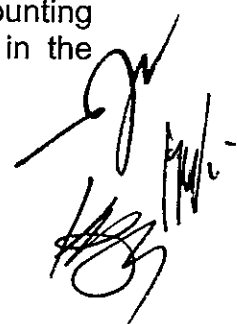
<sup>144</sup> Judicial Affidavit dated February 5, 2018, p. 3 (Record, Vol. 2, p. 399)

<sup>145</sup> Judicial Affidavit dated February 5, 2018, p. 3 (Record, Vol. 2, p. 399)

<sup>146</sup> Judicial Affidavit dated February 5, 2018, pp. 3-4 (Record, Vol. 2, pp. 399-400)

<sup>147</sup> Judicial Affidavit dated February 5, 2018, p. 4 (Record, Vol. 2, p. 400)

<sup>148</sup> Judicial Affidavit dated February 5, 2018, p. 4 (Record, Vol. 2, p. 400)



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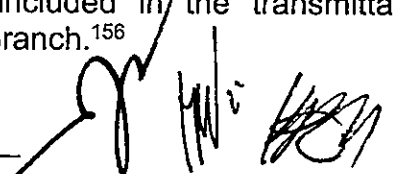
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payroll register, for the preparation of the Disbursement Voucher for the particular payroll period.<sup>149</sup>

- f. Accused Sebulino informs the Accounting Office of the said amount because it is HRD that prepares the payroll register, and knows the total amount of payroll indicated therein. The amount indicated in the disbursement voucher is the total amount indicated in the payroll register and database report.<sup>150</sup>
- g. After preparing the Disbursement Voucher, the Accounting Office waits for the payroll register to be forwarded to it for auditing.<sup>151</sup>
- h. After receiving the payroll register and/or database report, the Accounting Office compares the payroll register with the city payroll to see if the amount indicated in the payroll register tallies with that indicated in the city payroll for each employee. If the amounts tally, the disbursement voucher is prepared, indicating the amount to be disbursed.<sup>152</sup>
- i. After the City Accountant signs, the payroll register or the database report is attached to the disbursement voucher; it is forwarded to the City Treasurer's Office, then to the Office of the Mayor for their signature and approval.<sup>153</sup>
- j. After the approval of the Mayor, the check is prepared and signed by the authorized signatories.<sup>154</sup>
- k. The check, disbursement voucher and payroll register or database report, are forwarded to the City Accountant for the *Accountant's Advice*, then forwarded to the Treasurer's Office, which will forward the same to Land Bank, Malabon Branch.<sup>155</sup>
- l. The Treasurer's Office requests from the HRD Office the electronic copy of the payroll register or database report, which is included in the transmittal to Land Bank, Malabon Branch.<sup>156</sup>



<sup>149</sup> Judicial Affidavit dated February 5, 2018, p. 4 (Record, Vol. 2, p. 400)  
<sup>150</sup> Judicial Affidavit dated February 5, 2018, p. 5 (Record, Vol. 2, p. 401)  
<sup>151</sup> Judicial Affidavit dated February 5, 2018, p. 5 (Record, Vol. 2, p. 401)  
<sup>152</sup> Judicial Affidavit dated February 5, 2018, p. 5 (Record, Vol. 2, p. 401)  
<sup>153</sup> Judicial Affidavit dated February 5, 2018, p. 5 (Record, Vol. 2, p. 401)  
<sup>154</sup> Judicial Affidavit dated February 5, 2018, p. 5 (Record, Vol. 2, p. 401)  
<sup>155</sup> Judicial Affidavit dated February 5, 2018, p. 5 (Record, Vol. 2, p. 401)  
<sup>156</sup> Judicial Affidavit dated February 5, 2018, p. 6 (Record, Vol. 2, p. 402)

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4. Rosa Vilma S. De Jesus (Vi) was a Management Analyst I equivalent to Administrative Officer II, while Rosalie N. Bernardo (Salie) was an Administrative Aide VI, both under the City Accounting and Audit Service Department.<sup>157</sup>
5. She is aware of the payroll padding incident because she was in the City Accounting Office when it happened.<sup>158</sup>
6. Vi and Salie were in charge of auditing the payroll register. However, for the payroll periods subject of these cases, the Disbursement Vouchers were approved without the corresponding pre-audit of the Payroll Register.<sup>159</sup>
7. At the time, the Accounting Office was not able to audit the payroll register because the HRD prepared the same at the last minute, or on the day when the employees were scheduled to receive their salaries.<sup>160</sup>
8. She always asked Vi or Salie why they cannot wait for the audit of the payroll register to be completed before processing the Disbursement Vouchers. They always told her, "*Order daw po sa taas, sabi ng HR na kailangan ng paswelduhin ang mga tao at para umabot sa Bangko before 3:00 pm.*"<sup>161</sup>
9. In response, she asked how she can be sure that the Disbursement Voucher reflects the correct total amount indicated in the payroll register. They assured her (Goboy) that they will post-audit the payroll register and inform her if there is a need to make adjustments.<sup>162</sup>
10. With their assurance, she signed the Disbursement Vouchers notwithstanding the fact that the payroll register and/or database report were not audited because she was afraid of incurring the wrath of the higher-ups and other employees of Malabon City. She did not want to be blamed for the delay of the release of their salaries.<sup>163</sup>
11. Every time she asks for the payroll register, they always said that it was being circulated to the signatories, and will be attached to the Disbursement Voucher before being transmitted to the Land Bank, Malabon Branch.<sup>164</sup>

<sup>157</sup> Judicial Affidavit dated February 5, 2018, p. 6 (Record, Vol. 2, p. 402)

<sup>158</sup> Judicial Affidavit dated February 5, 2018, p. 8 (Record, Vol. 2, p. 404)

<sup>159</sup> Judicial Affidavit dated February 5, 2018, p. 8 (Record, Vol. 2, p. 404)

<sup>160</sup> Judicial Affidavit dated February 5, 2018, p. 8 (Record, Vol. 2, p. 404)

<sup>161</sup> Judicial Affidavit dated February 5, 2018, p. 9 (Record, Vol. 2, p. 405)

<sup>162</sup> Judicial Affidavit dated February 5, 2018, p. 9 (Record, Vol. 2, p. 405)

<sup>163</sup> Judicial Affidavit dated February 5, 2018, p. 9 (Record, Vol. 2, p. 405)

<sup>164</sup> Judicial Affidavit dated February 5, 2018, p. 9 (Record, Vol. 2, p. 405)

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12. She did not compare the amounts reflected in the Disbursement Vouchers to the actual payroll register and/or database reports. The amounts therein were based on those provided by Salie or Vi.<sup>165</sup>
13. The Accounting Office did not audit the electronic copy of the payroll register and/or database report because their office had no program that can read and access the said electronic copy. Only the HRD and MIS Division of Malabon City had the program for accessing the electronic copy.<sup>166</sup>

She further testified:

1. At the time of the incident subject of the cases, the head of the Accounting Department was Maria Lourdes Manlulu. She was the next in rank. Her subordinates were Rosa Vilma De Jesus, Rosalie Bernardo and Teresa Cruz. The latter three (3) were the lowest ranking employees in the Accounting Department who were involved in the auditing process.<sup>167</sup>
2. Ms. Manlulu assumed her position as head of the Accounting Department only sometime in 2013. Prior to that, the head of the department was Philip Cabalum. The current head of the department is Atty. Rochelle Rizada, who held the position since February 1, 2018.<sup>168</sup>
3. Teresa Cruz performed the functions of De Jesus and Bernardo only when the latter two (2) were not available.<sup>169</sup>
4. Before she signs the disbursement voucher, she checks if the initial of De Jesus, and, sometimes, of Rosalie Bernardo is there.<sup>170</sup>
5. The standard operating procedure (SOP) of the Accounting Department is that before she signs, there must be a pre-audit.<sup>171</sup>
6. She signed the disbursement vouchers even without pre-audit based on her subordinates' assurance that the amounts reflected are true and correct.<sup>172</sup>

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<sup>165</sup> *Judicial Affidavit* dated February 5, 2018, p. 10 (Record, Vol. 2, p. 406)

<sup>166</sup> *Judicial Affidavit* dated February 5, 2018, p. 10 (Record, Vol. 2, p. 406)

<sup>167</sup> TSN, March 8, 2018, pp. 12-13

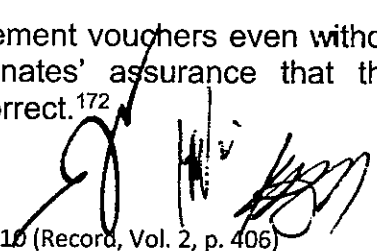
<sup>168</sup> TSN, March 8, 2018, pp. 28-29

<sup>169</sup> TSN, March 8, 2018, pp. 14-15

<sup>170</sup> TSN, March 8, 2018, p. 16

<sup>171</sup> TSN, March 8, 2018, p. 20

<sup>172</sup> TSN, March 8, 2018, pp. 20-21





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7. Pre-audited means that the amount in the disbursement voucher was determined to be the same as that stated in the city payroll and payroll register.<sup>173</sup>
8. The pre-audit of the city payroll usually takes two (2) days.<sup>174</sup>
9. The pre-audit of the payroll register involves checking if the amounts therein tally with those in the city payroll.<sup>175</sup>
10. After HRD prepares the city payroll, which includes the monthly salary of every employee and the deductions from the Accounting Office, the same is transmitted to the Accounting Office, which checks if it was correctly encoded.<sup>176</sup>
11. The payroll padding was committed during the preparation of the payroll register, not the city payroll.<sup>177</sup>
12. The city payroll contains the gross salaries of the employees, the monthly salaries, and the deductions. On the other hand, the payroll register contains only the net amounts.<sup>178</sup>

The testimony of **Marifi C. Del Mundo-Gabriel**, in-charge of office and Assistant City Treasurer at the City Treasurer's Office, Malabon City, was dispensed with after the parties stipulated that if presented, she can identify and authenticate the documents marked as Exhibits II, JJ, KK, LL, MM, NN and its sub-markings, and that the documents marked as Exhibits II, II-3, JJ, JJ-3, KK, KK-3, LL, LL-3, MM, MM-3, NN and NN-3 are faithful reproductions of the originals brought by the witness.<sup>179</sup>

In his Affidavit dated January 24, 2014 (Exhibit M), **Edson D. Yanga**, Information Technology Officer II of the Management Information Systems Division of the Office of the City Administrator, declared:<sup>180</sup>

1. In his capacity as the Officer-in-Charge of the Management Information System Department of Malabon City, he conducted an investigation in relation to the alteration of the Land Bank

<sup>173</sup> TSN, March 8, 2018, p. 29

<sup>174</sup> TSN, March 8, 2018, p. 32

<sup>175</sup> TSN, March 8, 2018, pp. 32-33

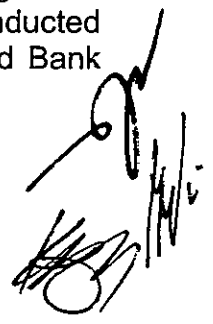
<sup>176</sup> TSN, March 8, 2018, p. 24

<sup>177</sup> TSN, March 8, 2018, pp. 26-27

<sup>178</sup> TSN, March 8, 2018, p. 30

<sup>179</sup> Order dated April 23, 2018; Record, Vol. 3, p. 228

<sup>180</sup> Affidavit dated January 24, 2014, p. 1 (Record, Vol. 3, p. 207)



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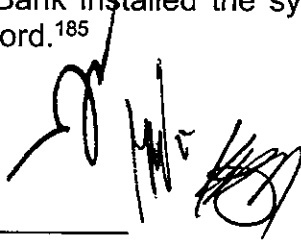
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Payroll System for the City of Malabon, where payroll padding was committed.

2. The MISD was able to print the audit trail of the Land Bank Payroll System for November and December 2013 with changes in the salaries of Rosalie N. Bernardo and Rosa Vilma S. De Jesus.
3. All the data in the Land Bank Payroll System was erased after Daric M. Viado, a personnel of Land Bank, reinstalled the FINDES upon the orders of Edgar Casimero. The latter said "*Ipatawag mo si Dayo, ipa-ayos ang FINDES.*"
4. During the course of the investigation, he found out that the only persons who knew the password for the payroll system were Magdalena U. Sebulino, the encoder of the payroll system, and maybe Edgar R. Casimero, the department head.
5. The other evidence in relation to the payroll padding case was electronically erased after the erasure of the FINDES.

He further testified:

1. The City Legal Office ordered him to conduct an investigation relative to the present case on January 3, 2014.<sup>181</sup>
2. Atty. Voltaire Dela Cruz from Legal instructed him to investigate the audit trail and system logs after the discovery of payroll padding.<sup>182</sup>
3. At the time, he was already the Officer-in-Charge of the MISD. He had no participation in the installation of the FINDES because Land Bank directly coordinated with HR.<sup>183</sup>
4. The system was installed on one (1) computer only—that being used by Magdalena Sebulino.<sup>184</sup>
5. Land Bank cannot access the system. As far as he knows, after Land Bank installed the system, the HR changed the default password.<sup>185</sup>



<sup>181</sup> TSN, April 24, 2018, p. 24

<sup>182</sup> TSN, April 24, 2018, p. 46

<sup>183</sup> TSN, April 24, 2018, pp. 48-49

<sup>184</sup> TSN, April 24, 2018, p. 49

<sup>185</sup> TSN, April 24, 2018, pp. 51-52

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6. The MISD also cannot access the system because they do not have the username and password, and also because the system is stand-alone, and not part of the network.<sup>186</sup>
7. Land Bank gives the admin account and the user account to the one who will access the FINDES.<sup>187</sup>
8. Land Bank can tell who was the holder of the account because they are the ones that enrolled the accounts. He does not know if Sir Edgar (Casimero) was enrolled as a user.<sup>188</sup>
9. After Atty. Voltaire Dela Cruz ordered them to access the system, they asked permission to access the same from Casimero. They could not access the system because they did not have the password so Ms. Edith Herrera, the Liaison Officer for GSIS, called Ms. Sebulino. They talked and Herrera took a small piece of paper containing the usernames HRMD1, HRMD2 and ADMIN02, and the corresponding passwords. Thereafter, Herrera gave them a piece of paper which she took from the drawer, and they were able to access the system.<sup>189</sup>
10. Mr. Casimero was present when they were looking for the password. He did not ask Casimero for the password because at the time, Herrera voluntarily called Ms. Sebulino and the password was produced.<sup>190</sup>
11. HRMD1 and HRMD2 were given to Sebulino, based on the piece of paper they got from her box. The piece of paper contained the three (3) User IDs—HRMD1, HRMD2 and the admin account.<sup>191</sup>
12. When they had access to the computer wherein the payroll system was installed, they first checked the data for December, then backtracked to November. They found that the alterations occurred during those months so they printed copies of the audit trail for those months, presented the same, and waited for further instructions.<sup>192</sup>
13. The Audit Trail Reports (Exhibits J and K) show the users' activity on the payroll register.<sup>193</sup>

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<sup>186</sup> TSN, April 24, 2018, pp. 52-53

<sup>187</sup> TSN, April 24, 2018, p. 29

<sup>188</sup> TSN, April 24, 2018, p. 37

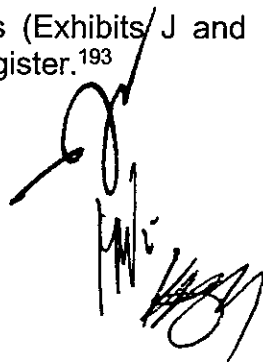
<sup>189</sup> TSN, April 24, 2018, pp. 31, 43-44

<sup>190</sup> TSN, April 24, 2018, pp. 44-45

<sup>191</sup> TSN, April 24, 2018, p. 31

<sup>192</sup> TSN, April 24, 2018, pp. 46-47

<sup>193</sup> TSN, April 24, 2018, p. 37



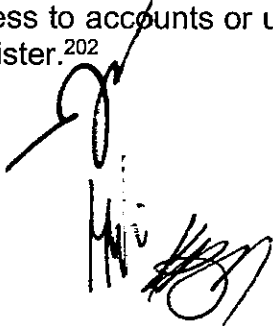
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14. They used the User IDs "HRMD2" and "HRMD1" for the cash card of job orders, and "ADMIN02" for the payroll of regular and casual employees.<sup>194</sup>
15. Rosalie Bernardo and Rosa Vilma De Jesus were regular employees.<sup>195</sup>
16. They made the printouts at around 9:00 A.M. Around 2:00 P.M. of the same day, Hernandez from the MISD informed him that the system was reinstalled and the audit trail and logs were deleted.<sup>196</sup>
17. He was not present when Viado reinstalled the payroll system on January 6, 2014.<sup>197</sup>
18. He was present when Edgardo Casimero made the order to fix the FINDES.<sup>198</sup>
19. They were preparing the payroll at the time. The existing accounts were compromised because they were under investigation so he suggested to Casimero to create a new account.<sup>199</sup>
20. He does not know who called the Land Bank personnel who reinstalled the FINDES.<sup>200</sup>
21. There was a miscommunication between the HR and the Land Bank. They sought the assistance of Land Bank because they were having problems with the accounts. They wanted to deactivate Sebulino's account and to create a new one for a new user. Instead of fixing the accounts, the whole system was reinstalled. As a result of reinstalling the system, the files were erased.<sup>201</sup>
22. When the FINDES was reinstalled, everything was deleted, including all entries, the audit trail, the database containing information on who had access to accounts or usernames, the payroll register and ATM register.<sup>202</sup>



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<sup>194</sup> TSN, April 24, 2018, p. 37

<sup>195</sup> TSN, April 24, 2018, p. 38

<sup>196</sup> TSN, April 24, 2018, pp. 47-48

<sup>197</sup> TSN, April 24, 2018, p. 25

<sup>198</sup> TSN, April 24, 2018, pp. 41-42

<sup>199</sup> TSN, April 24, 2018, p. 42

<sup>200</sup> TSN, April 24, 2018, p. 38

<sup>201</sup> TSN, April 24, 2018, pp. 38-40

<sup>202</sup> TSN, April 24, 2018, pp. 32-33

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23. The data erased contained around seven (7) months worth of data. Before the FINDES, they used the PACS <sup>203</sup>
24. All payroll files before the adoption of FINDES are also no longer available because new computers were used for FINDES. <sup>204</sup>
25. When FINDES is reinstalled, it asks if the user wants to override the folders. <sup>205</sup>
26. It is basic that reinstallation will result in the deletion of the files. They should have copied the folder before reinstalling the system. <sup>206</sup>
27. They already sent two (2) computers to the NBI in October 2014 for forensic examination, but until the present, no files have been recovered. <sup>207</sup>

In his Complaint-Affidavit dated June 27, 2014 (Exhibit E), **Atty. Voltaire C. Dela Cruz**, City Administrator, City Government of Malabon, declared:

1. On January 6, 2014, the City Legal Office, of which he was formerly the Department Head, was ordered to conduct an investigation on the payroll padding incident, after Lydia N. Elisan, Administrative Officer V at the Office of the City Treasurer, discovered erasures in the ATM Roll <sup>208</sup>
2. Upon his recommendation, the City Mayor issued a Formal Charge for Grave Misconduct and Serious Dishonesty against Edgardo R. Casimero, Magdalena U. Sebulino, Rosa Vilma S. De Jesus and Rosalie N. Bernardo, as respondents. <sup>209</sup>
3. The said respondents committed Malversation of Public Funds under Art. 217 of the Revised Penal Code.
  - a. The salaries of the employees of Malabon City came from the coffers of the City of Malabon, and are therefore, public funds. <sup>210</sup>
  - b. The respondents are primarily liable. Edgardo R. Casimero, Chief of the CHRMDD, prepares, verifies and

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<sup>203</sup> TSN, April 24, 2018, p. 34

<sup>204</sup> TSN, April 24, 2018, p. 34

<sup>205</sup> TSN, April 24, 2018, p. 35

<sup>206</sup> TSN, April 24, 2018, p. 40

<sup>207</sup> TSN, April 24, 2018, p. 35

<sup>208</sup> *Complaint-Affidavit* dated June 27, 2014, pp. 2-3 (Record, Vol. 3, pp. 191-192)

<sup>209</sup> *Complaint-Affidavit* dated June 27, 2014, p. 4 (Record, Vol. 3, p. 193)

<sup>210</sup> *Complaint-Affidavit* dated June 27, 2014, p. 6 (Record, Vol. 3, p. 195)

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certifies the payroll registers, while Magdalena Sebulino prepared the payroll system. Rosalie N. Bernardo and Rosa Vilma S. De Jesus each received from their payroll the padded amount of ₱570,000.00, or a total of ₱1,140,000.<sup>211</sup>

- c. During the conduct of the investigation, Casimero ordered the reinstallation of the payroll system called FINDES, which caused the erasure of the payroll system files which would show the payroll register padding.<sup>212</sup>
  - d. Amalia C. Santos, former Treasurer, is also impleaded because she was responsible for the safekeeping and custody of funds, but she allowed the public funds of Malabon City to be stolen through the payroll register padding.<sup>213</sup>
4. The respondents also committed Violation of Sec. 3(e) of the Anti-Graft and Corrupt Practices Act (R.A. No. 3019).
- a. The inaction, evident bad faith, and gross inexcusable negligence of the respondents in preparing the payroll registers, and Amalia Santos' issuance of checks, led to the misappropriation and asportation in the total amount of ₱1,140,000.00.<sup>214</sup>
  - b. Casimero tried to cover up the same by deliberately and knowingly instructing the LBP Malabon City to reset FINDES, the payroll computer program, causing the erasure of the data, and depriving the investigators of the evidence relevant to the payroll padding.<sup>215</sup>

He further testified:

- 1. He was the Deputy City Administrator around January or February 2014, then he became the Acting City Administrator. He officially became the City Administrator on June 16, 2014.<sup>216</sup>
- 2. He does not remember if the accused were represented by counsel at the time he conducted his investigation, but he vividly remembers that they were given the opportunity to be represented by a counsel of their choice.<sup>217</sup>

<sup>211</sup> *Complaint-Affidavit* dated June 27, 2014, pp. 6-7 (Record, Vol. 3, pp. 185-196)

<sup>212</sup> *Complaint-Affidavit* dated June 27, 2014, p. 7 (Record, Vol. 3, p. 196)

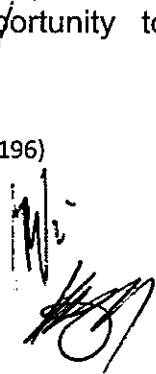
<sup>213</sup> *Complaint-Affidavit* dated June 27, 2014, p. 7 (Record, Vol. 3, p. 196)

<sup>214</sup> *Complaint-Affidavit* dated June 27, 2014, p. 8 (Record, Vol. 3, p. 197)

<sup>215</sup> *Complaint-Affidavit* dated June 27, 2014, p. 8 (Record, Vol. 3, p. 197)

<sup>216</sup> TSN, May 30, 2018, p. 6

<sup>217</sup> TSN, May 23, 2018



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3. It was indicated in the Notice of Charge that the accused are entitled to a lawyer of their choice.<sup>218</sup>
4. Because the FINDES records were erased by accused Casimero, they can no longer determine who actually edited the system when the payroll padding incidents happened.<sup>219</sup>

The following exhibits offered by the prosecution were admitted in evidence:<sup>220</sup>

Exhibit	Document
A	Service Record of Casimero, Edgardo Rabino
A-1	Personal Data Sheet of Casimero, Edgardo Rabino
A-2	Position Description Form for Casimero, Edgardo R.
B	Service Record of Sebulino, Magdalena Urayenza
B-1	Personal Data Sheet of Sebulino, Magdalena Urayenza
B-2	Performance Evaluation Report of Sebulino, Magdalena U.
C	Service Record of De Jesus, Rosa Vilma Santos
C-1	Personal Data Sheet of De Jesus, Rosa Vilma Santos
C-2	Performance Evaluation Report of Rosa Vilma S. De Jesus
D	Service Record of Bernardo, Rosalie Nicol
D-1	Personal Data Sheet of Bernardo, Rosalie Nicol
D-2	Performance Evaluation Report of Rosalie N. Berrardo
E and submarkings	Complaint-Affidavit dated June 27, 2014 of Atty. Voltaire Dela Cruz
F	Authorization dated June 23, 2014
G and submarkings	Payroll Register dated January 30, 2013
G-2 and submarkings	Payroll Register dated February 14, 2013
G-3 and submarkings	Payroll Register dated September 27, 2013
G-4 and submarkings	Payroll Register dated November 13, 2013
G-5 and submarkings	Payroll Register dated December 12, 2013
G-6 and submarkings	Payroll Register dated December 26, 2013
H	Complaint dated January 3, 2014 of Lydia N. Elisan
I	Resolution dated January 14, 2014

<sup>218</sup> TSN, May 30, 2018, p. 10

<sup>219</sup> TSN, May 30, 2018, p. 17

<sup>220</sup> Resolution dated September 20, 2018; Record, Vol. 4, pp. 68-70

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J and submarkings	Financial Data Entry System Audit Trail Report printed on January 6, 2014 (7 pages)
K and submarkings	Financial Data Entry System Audit Trail Report printed on January 6, 2014 (9 pages)
L	Incident Report dated January 9, 2014 prepared and submitted by Edson D. Yanga
M	Affidavit dated January 24, 2014 of Edson D. Yanga
S and submarkings	Sworn Statement/Answer dated February 4, 2014 of Magdalena U. Sebulino
T and submarkings	Response to Notice of Charge dated February 3, 2014 of Rosa Vilma S. De Jesus
V and submarkings	Audit Observation Memorandum (AOM) No. 13-063 dated February 28, 2014
X	Bank Confirmation dated March 7, 2014 of Ms. Amalia C. Santos, PhD, City Treasurer
Y and submarkings	Reply dated March 26, 2014 of Ma. Theresa A. Valencia, Bank Manager
Z	Bank Confirmation dated March 17, 2014 of Ms. Amalia C. Santos, PhD, City Treasurer
AA and submarkings	Reply dated March 19, 2014 of Ma. Theresa A. Valencia, Bank Manager
BB and submarkings	Notice of Disallowance (ND) No. 14-001-100-(13) dated April 25, 2014
CC and submarkings	Statement of Account for ATM Savings Account No. 0657-0081-68 of Rosa Vilma S De Jesus, for the period October 10, 2013 – January 12, 2014
DD and submarkings	Statement of Account for ATM Savings Account No. 0657-0081-68 of Rosa Vilma S De Jesus, for the period January 10, 2013 – April 10, 2013
EE and submarkings	Statement of Account for ATM Savings Account No. 0657-0081-33 of Rosalie N Bernardo, for the period October 10, 2013 – January 12, 2014
FF and submarkings	Statement of Account for ATM Savings Account No. 0657-0081-33 of Rosalie N Bernardo, for the period January 10, 2013 – April 10, 2013
GG	Statement of Account for Account No. 00000657008133 of Rosalie N Bernardo dated June 13, 2017
HH	Statement of Account for Account No. 00000657008168 of Rosa Vilma S De Jesus dated June 13, 2017
II	Disbursement Voucher No. 100-13-01-0044 dated January 30, 2013
II-1	Check dated January 30, 2013 in the amount of ₱4,482,281.88
II-2	Official Receipt No. 0004268 dated January 30, 2013
II-3 and submarkings	Data Base Report dated January 30, 2013
JJ	Disbursement Voucher No. 100-13-02-0095 dated February 14, 2013



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JJ-1	Check dated February 14, 2013 in the amount of ₱5,908,598.31
JJ-2	Official Receipt No. 0004284 dated February 14, 2013
JJ-3 and submarkings	Data Base Report dated February 14, 2013
KK	Disbursement Voucher No. 100-13-09-1733 dated September 13, 2013
KK-1	Check dated September 27, 2013 in the amount of ₱4,384,334.84
KK-2	Official Receipt No. 0004647 dated September 30, 2013
KK-3 and submarkings	Payroll Register dated September 27, 2013
LL	Disbursement Voucher No. 100-13-11-02152 dated November 13, 2013
LL-1	Check dated November 14, 2013 in the amount of ₱5,595,400.00
LL-2	Official Receipt No. 0005006 dated November 14, 2013
LL-3 and submarkings	Database Report dated November 13, 2013
MM	Disbursement Voucher No. 100-13-12-02367 dated December 12, 2013
MM-1	Check dated December 13, 2013 in the amount of ₱5,493,321.00
MM-2	Official Receipt No. 0005082 dated December 13, 2013
MM-3 and submarkings	Payroll Register dated December 12, 2013
NN	Disbursement Voucher No. 100-13-12-02564 dated December 26, 2013
NN-1	Check dated December 26, 2013 in the amount of ₱4,482,140.58
NN-2	Official Receipt No. 0005132 dated December 26, 2013
NN-3 and submarkings	Database Report dated December 26, 2013
OO and submarkings	Handwritten notes of Lydia N. Elisan

In the Resolution dated October 26, 2018,<sup>221</sup> the Court denied accused Casimero's *Motion for Leave of Court to File Demurrer to Evidence*.<sup>222</sup>

<sup>221</sup> Record, Vol. 4, pp. 97-101

<sup>222</sup> Dated October 8, 2018; Record, Vol. 4, pp. 82-85

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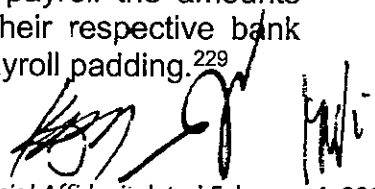
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EVIDENCE FOR THE DEFENSE

The defense presented as witnesses accused **Edgardo R. Casimero**,<sup>223</sup> accused **Magdalena U. Sebulino**,<sup>224</sup> and accused **Rosa Vilma S. De Jesus**.<sup>225</sup>

In his Judicial Affidavit dated February 4, 2019, accused **Edgardo R. Casimero** identified Exhibits 1, 2, 3, 6, 8, 11 and 12, and declared:

1. He knows his co-accused.<sup>226</sup>
  - a. Rosa Vilma Santos De Jesus was the Mgt. & Audit Analyst I in the City Accounting Department.
  - b. Rosalie Nicol Bernardo was an Administrative Aide VI in the City Accounting and Internal Audit Services Department.
  - c. Magdalena Urayenza Sebulino was the Bookbinder III (Administrative Assistant I) in the City Human Resources Management and Development Department (CHRMDD).
2. The charges against him are unfounded, baseless and bereft of truth and merit. He did not order the reinstallation and/or deletion of the Financial Data Entry System (FINDES), which resulted in the deletion of the payroll system files that showed the payroll register padding. Furthermore, he did not participate in the forging of the payroll.<sup>227</sup>
3. He was included in the charges because he was then the Chief of the CHRMDD of Malabon.<sup>228</sup>
4. Magdalena Sebulino was the one who prepared the payroll system, while Rosalie Bernardo and Rosa Vilma S. De Jesus were the ones who received from their payroll the amounts padded, which had been deposited to their respective bank accounts. He never benefited from the payroll padding.<sup>229</sup>



<sup>223</sup> TSNs, February 7, 2019, February 13, 2019 and May 22, 2019; *Judicial Affidavit* dated February 4, 2019 (Record, Vol. 4, pp. 119-172)

<sup>224</sup> TSN, September 12, 2019; *Judicial Affidavit* dated August 20, 2019 (Record, Vol. 4, pp. 214-217)

<sup>225</sup> TSNs, September 13, 2019 and November 7, 2019; *Judicial Affidavit* dated September 19, 2019 (Record, Vol. 4, pp. 220-224)

<sup>226</sup> *Judicial Affidavit* dated February 4, 2019, pp. 2-3 (Record, Vol. 4, pp. 120-121)

<sup>227</sup> *Judicial Affidavit* dated February 4, 2019, p. 3 (Record, Vol. 4, p. 121)

<sup>228</sup> *Judicial Affidavit* dated February 4, 2019, p. 3 (Record, Vol. 4, p. 121)

<sup>229</sup> *Judicial Affidavit* dated February 4, 2019, p. 4 (Record, Vol. 4, p. 122)

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5. He is not liable for Malversation of Public Funds because he was not in custody or in control of public funds, and he was not an accountable officer of the subject public funds. The CHRMD was responsible only for the preparation of the payroll registers, and the actual preparation thereof was done through his staff.<sup>230</sup>
6. The procedure for the preparation of the payroll is as follows:
  - a. The payroll is prepared upon the submission of the list of deductions, including GSIS premiums, Philhealth and PAG-IBIG contributions, loans, etc. His department prepares the ordinary payroll, which reflects the deductions and net amount of salaries, and the ATM payroll, which reflects only the net amount of salaries.<sup>231</sup>
  - b. The payroll is forwarded to the Accounting Department for checking and verification, and then transmitted to the Budget Department to check if funds are available and the remaining appropriations are in consonance with the line-item budgeting system.<sup>232</sup>
  - c. The payroll is transmitted to the City Administrator Office for review and approval, then to the Office of the City Mayor for signature. When the payroll reaches the Office of the City Mayor, all copies of the vouchers and other supporting documents are already attached.<sup>233</sup>
  - d. The payroll is transmitted to the Treasury Department for the issuance of checks. The said department also checks the salary index of the employees and records the amount of salary to be placed in the salary index of employees. The payroll is then returned to the Accounting Department for recording in the journal. It coordinates with the bank for the release of salaries to the respective bank accounts of the employees.<sup>234</sup>
7. The payroll undergoes checks and reviews by different departments. For his department, he presumed that the payroll was regularly prepared because before he signs the payroll, it passes through members of his staff and two (2) assistant department heads. Moreover, during the exit conference conducted by the Commission on Audit (COA), the problem with the payroll was never raised.<sup>235</sup>

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<sup>230</sup> Judicial Affidavit dated February 4, 2019, p. 4 (Record, Vol. 4, p. 122)

<sup>231</sup> Judicial Affidavit dated February 4, 2019, p. 5 (Record, Vol. 4, p. 123)

<sup>232</sup> Judicial Affidavit dated February 4, 2019, p. 5 (Record, Vol. 4, p. 123)

<sup>233</sup> Judicial Affidavit dated February 4, 2019, p. 5 (Record, Vol. 4, p. 123)

<sup>234</sup> Judicial Affidavit dated February 4, 2019, p. 6 (Record, Vol. 4, p. 124)

<sup>235</sup> Judicial Affidavit dated February 4, 2019, p. 6 (Record, Vol. 4, p. 124)

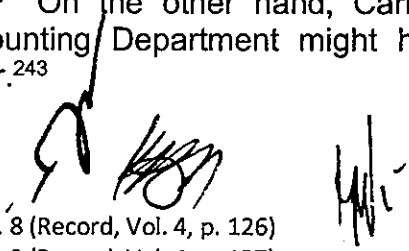
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8. He was not included in Lydia Elisan's complaint (Exhibit 4). He was put under preventive suspension, but when he challenged the order of preventive suspension, the Civil Service Commission (CSC) declared the said order null and void (Exhibit 5).<sup>236</sup>
9. He was not responsible for the payroll padding. No evidence was adduced to establish his participation therein.<sup>237</sup>
10. The signatures in the ATM Roll were not his. They were forged and falsified. When he saw copies of the Land Bank Database Reports (Exhibits 9 and 9-A), he was sure that the signatures above his name were not his. He also cannot recall having signed those documents.<sup>238</sup>
11. No evidence was adduced to show the conspiracy between and among the accused. Conspiracy is not presumed.<sup>239</sup>
12. There is no basis for including him in the charge for Violation of R.A. No. 3019. He does not know the password for the FINDES so he could not have ordered the erasure and/or deletion of the files therein. Furthermore, there is no truth to the claim that the files were erased. The complainant was able to retrieve some documents which became the basis of his investigation and the filing of the charges against him.<sup>240</sup>
13. He did not order the deletion and/or erasure of the FINDES because he reassumed his office only in January 2013. Prior thereto, he was assigned in several offices, the last of which was the Housing and Resettlement Unit in Malabon City Hall. He was not physically present in the CHRMDD from 2010 to 2012, and had no access to the FINDES because it has a password.<sup>241</sup>
14. None of the prosecution's witnesses linked him to the acts perpetrated by his co-accused. Dario M. Viado even testified that he was the one who caused the deletion of the FINDES because he forgot the password. He (Casimero) had no participation therein.<sup>242</sup> On the other hand, Caridad Socc testified that the Accounting Department might have been responsible for the error.<sup>243</sup>



<sup>236</sup> *Judicial Affidavit* dated February 4, 2019, p. 8 (Record, Vol. 4, p. 126)

<sup>237</sup> *Judicial Affidavit* dated February 4, 2019, p. 9 (Record, Vol. 4, p. 127)

<sup>238</sup> *Judicial Affidavit* dated February 4, 2019, pp. 9-10 (Record, Vol. 4, pp. 127-128)

<sup>239</sup> *Judicial Affidavit* dated February 4, 2019, p. 11 (Record, Vol. 4, p. 129)

<sup>240</sup> *Judicial Affidavit* dated February 4, 2019, p. 11 (Record, Vol. 4, p. 129)

<sup>241</sup> *Judicial Affidavit* dated February 4, 2019, p. 12 (Record, Vol. 4, p. 130)

<sup>242</sup> *Judicial Affidavit* dated February 4, 2019, pp. 12-13 (Record, Vol. 4, pp. 130-131)

<sup>243</sup> *Judicial Affidavit* dated February 4, 2019, p. 15 (Record, Vol. 4, p. 133)

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15. Further showing that he could not have ordered Dario M. Viaco to delete the FINDES is the application for leave (Exhibit 7) that he filed. The said application for leave shows that he was on leave from January 13 to 24, 2014.<sup>244</sup>

He further testified:

1. He was the head of the Personnel Department since 1995, as Acting Personnel Officer. He ran for public office in 2004, and was re-appointed in 2005, and held the position until the subject incident.<sup>245</sup>
2. The Land Bank installed the FINDES. He does not know who has the password because he was not in the department in 2011 and 2012. He returned only in January 2013.<sup>246</sup>
3. He does not have evidence to support his statement that he was re-assigned to a different division, and was reinstated only in 2013. He was not able to get the documents in the office because they were withheld.<sup>247</sup>
4. Any personnel movement should be reflected in the service record but that is not the practice in the Local Government of Malabon.<sup>248</sup>
5. The printed copy of the payroll register is the one that passes through several departments.<sup>249</sup>
6. Certifying as to the amounts in the payroll register was beyond his authority. As HR, he was certifying the list of employees only.<sup>250</sup>
7. He signed the last page of the Data Base Report dated January 30, 2013 (Exhibit II), where it states "certified correct." He did not put it ("certified correct") there. It was part of the [computer] program so he just affixed his signature.<sup>251</sup>
8. The signature is questionable because he believes that it is not his signature.<sup>252</sup>

<sup>244</sup> Judicial Affidavit dated February 4, 2019, pp. 13-14 (Record, Vol. 4, pp. 131-132)

<sup>245</sup> TSN, February 13, 2019, p. 7

<sup>246</sup> TSN, May 22, 2019, pp. 16-17

<sup>247</sup> TSN, February 13, 2019, pp. 14-15

<sup>248</sup> TSN, February 13, 2019, p. 15

<sup>249</sup> TSN, February 13, 2019, p. 9

<sup>250</sup> TSN, February 13, 2019, p. 9

<sup>251</sup> TSN, February 13, 2019, p. 10

<sup>252</sup> TSN, February 13, 2019, pp. 10-11

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9. He became aware of the payroll padding on December 27 because there was a meeting.<sup>253</sup>
10. On December 27, during the meeting of the department heads, they were informed that an investigation on the FINDES was being conducted.<sup>254</sup>
11. After he learned about the payroll padding on December 27, he asked his staff what happened, and how did it happen without his knowledge.<sup>255</sup>
12. He saw the padded payroll only in January. He noticed that there were erasures in the salaries of De Jesus and Bernardo, and that his signature in the ATM roll was forged.<sup>256</sup>
13. His supposed signature was in the ATM roll because as head of the HR Department, they asked him to sign as to the preparation of the said ATM roll.<sup>257</sup>
14. His department prepares the electronic copy after the hard copy has been checked and has passed through the different offices.<sup>258</sup>
15. His office has control over the soft copy or the electronic copy of the payroll register.<sup>259</sup>
16. Prior to the meeting of the department heads of Malabon, he instructed Carlota Banzon and Edith Herrera to coordinate with Land Bank of the Philippines, Malabon because they had to prepare the payroll.<sup>260</sup>
17. It was the time of payroll preparation but they cannot use the computer due to a pending problem because there was an investigation on the FINDES.<sup>261</sup>
18. He gave the order on January 6 because they found that there were problems with the program and they believed that there was ample time to fix it.<sup>262</sup>

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<sup>253</sup> TSN, May 22, 2019, pp. 14-15

<sup>254</sup> TSN, May 22, 2019, p. 16

<sup>255</sup> TSN, May 22, 2019, p. 18

<sup>256</sup> TSN, May 22, 2019, pp. 18-19

<sup>257</sup> TSN, May 22, 2019, p. 19

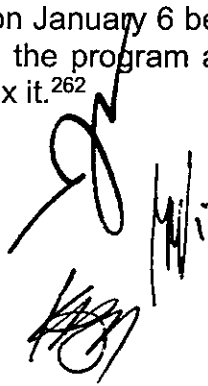
<sup>258</sup> TSN, February 13, 2019, p. 12

<sup>259</sup> TSN, February 13, 2019, p. 12

<sup>260</sup> TSN, May 22, 2019, pp. 12-13

<sup>261</sup> TSN, February 13, 2019, p. 18

<sup>262</sup> TSN, May 22, 2019, p. 13

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19. They needed five (5) to ten (10) days to prepare the payroll because they had a lot of contractual and casual employees to attend to.<sup>263</sup>
20. The problem was about retrieving information from the computer used by Magdalena. Because of the investigation, they could not open the computer, so he asked Edith to coordinate with Dalen to get the information needed in the investigation.<sup>264</sup>
21. He is not sure if he gave the instruction on January 6, 2014 because the preparation is on the 10<sup>th</sup> or 11<sup>th</sup> of the month pertaining to the fifteenth day.<sup>265</sup>
22. During the meeting with the Mayor and other department heads on January 6, he was instructed not to tamper with the facilities, documents and forms secured by his office.<sup>266</sup>
23. He cannot remember if the Audit Trail Report was accessed prior to his meeting with the departments of the city on January 6, 2014. He was already in the meeting when it was shown to him.<sup>267</sup>
24. He did not ask the permission of the City Legal or the Mayor because if they have problems with the Land Bank, they (HR) always coordinate with them (Land Bank).<sup>268</sup>
25. Even before the FINDES, whenever they encountered problems with the program, they called Land Bank and Land Bank fixed the problem.<sup>269</sup>

In her Judicial Affidavit dated August 20, 2019, accused **Magdalena U. Sebulino** declared:

1. She knows her co-accused because they are all former employees and officer of the LGU of Malabon. Mr. Casimero was the CHRMDD Chief, Ms. De Jesus was Administrative Officer II and Ms. Bernardo was Administrative Aide.<sup>270</sup>
2. She did not forge or falsify any documents, payroll register, data base report, ATM payroll account, and the Financial Data Entry

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<sup>263</sup> TSN, May 22, 2019, p. 13

<sup>264</sup> TSN, May 22, 2019, pp. 15-16

<sup>265</sup> TSN, February 13, 2019, p. 19

<sup>266</sup> TSN, February 13, 2019, pp. 19-20

<sup>267</sup> TSN, February 13, 2019, pp. 16-17

<sup>268</sup> TSN, May 22, 2019, p. 14

<sup>269</sup> TSN, May 22, 2019, p. 14

<sup>270</sup> Judicial Affidavit dated August 20, 2019, p. 2 (Record, Vol. 4, p. 215)



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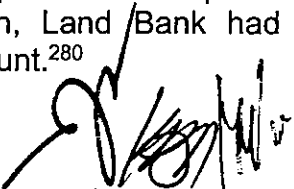
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System (FINDES) of Malabon City covering the six (6) payrolls subject of these cases. Neither did she conspire with the other accused to get unwarranted benefit and advantage to the damage and prejudice of the City of Malabon.<sup>271</sup>

3. She is not a beneficiary of any salary payroll padding because her salary in the payrolls have not changed, and there is no proof that she received excessive amounts of money to the damage and prejudice of the City of Malabon.<sup>272</sup>

She further testified:

1. Her primary function in the CHRMD was to prepare accurate payroll accounts of the employees of Malabon City using the FINDES.<sup>273</sup>
2. The payroll register, data base report, and ATM payroll account were all printed using the FINDES of Malabon City.<sup>274</sup>
3. The FINDES was installed on the computer assigned to her.<sup>275</sup>
4. The FINDES was password protected, and she had access to the system.<sup>276</sup>
5. She does not know if Mr. Casimero or other persons also had access to FINDES.<sup>277</sup>
6. Edgar Casimero was the head of HR, but there was a time when he was not in the office because he was transferred. The HR head was whoever was in charge.<sup>278</sup>
7. Formally, she was the only one who was assigned to use the FINDES.<sup>279</sup>
8. She was the one who has the password for the FINDES, and she also made the printouts. The password came from the Land Bank. Back then, Land Bank had the password for the administrator account.<sup>280</sup>



<sup>271</sup> Judicial Affidavit dated August 20, 2019, p. 2 (Record, Vol. 4, p. 215)

<sup>272</sup> Judicial Affidavit dated August 20, 2019, p. 3 (Record, Vol. 4, p. 216)

<sup>273</sup> TSN, September 12, 2019, p. 13

<sup>274</sup> TSN, September 12, 2019, p. 11

<sup>275</sup> TSN, September 12, 2019, p. 11

<sup>276</sup> TSN, September 12, 2019, p. 13

<sup>277</sup> TSN, September 12, 2019, p. 13

<sup>278</sup> TSN, September 12, 2019, p. 25

<sup>279</sup> TSN, September 12, 2019, p. 39

<sup>280</sup> TSN, September 12, 2019, pp. 23, 40



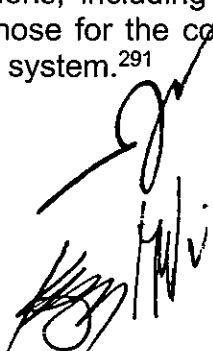
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9. Whenever she encountered problems with the FINDES, she called the Land Bank, particularly Kuya Dayo.<sup>281</sup>
10. She does not know how to make a new password.<sup>282</sup>
11. The password was in her drawer, which was not locked. She did not have a key because she trusted her co-employees.<sup>283</sup>
12. Carlota Banzon also had access to FINDES because the former sometimes helped her with the payroll.<sup>284</sup>
13. Banzon inputted data to the FINDES but only occasionally, because she (Banzon) was slow at inputting.<sup>285</sup>
14. Banzon was assigned to help her. Sometimes, Ms. Luz Paglicawan also helped her by getting the printouts from the printer.<sup>286</sup>
15. After she inputted the deductions, which came from Rosalie, she no longer checked the printout. Luz took the document from the printer.<sup>287</sup>
16. She does not know if anyone else had access to the FINDES.<sup>288</sup>
17. She was a bookbinder at the time she inputted data to the FINDES. She was merely assigned to perform the task because she was the one who previously prepared the payroll using a manual typewriter.<sup>289</sup>
18. When the preparation of the payroll was manual, Luz Paglicawan did the computations and checked everything that was encoded.<sup>290</sup>
19. She inputs all deductions, including those for the GSIS, the withholding tax, and those for the co-op. The payroll itself is already installed in the system.<sup>291</sup>



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<sup>281</sup> TSN, September 12, 2019, p. 41

<sup>282</sup> TSN, September 12, 2019, p. 41

<sup>283</sup> TSN, September 12, 2019, p. 35

<sup>284</sup> TSN, September 12, 2019, p. 35

<sup>285</sup> TSN, September 12, 2019, p. 38

<sup>286</sup> TSN, September 12, 2019, p. 36

<sup>287</sup> TSN, September 12, 2019, p. 36

<sup>288</sup> TSN, September 12, 2019, p. 44

<sup>289</sup> TSN, September 12, 2019, p. 46

<sup>290</sup> TSN, September 12, 2019, pp. 47-48

<sup>291</sup> TSN, September 12, 2019, p. 24

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20. After she inputted the deductions, she immediately sees the net amount of salary of each employee. She did not notice any unusually large amounts.<sup>292</sup>
21. The amounts in the payroll are checked before the payroll is released from their office.<sup>293</sup>
22. After she prints the payroll, it is checked by the assistant, and sometimes, by the officers.<sup>294</sup>
23. She does not check the payroll after it is printed. They are the ones who check the amounts, and put pencil marks on the margin. After the payroll has been checked, it is signed by the head of HR.<sup>295</sup>
24. She saw that the amounts were checked one by one.<sup>296</sup>
25. She did not notice unusually large amounts because only the computer could detect it.<sup>297</sup>
26. After Mr. Casimero signs the payroll, it is transmitted to Accounting. The payroll is not returned to them after it is released by their office.<sup>298</sup>
27. They submit the payroll to Accounting but sometimes Rosalie Bernardo from Accounting comes to them to get it.<sup>299</sup>
28. She does not sign or initial anything. After she prints the document, someone checks it, and they give it to Casimero. She was not the one who handed it to Casimero.<sup>300</sup>
29. The one who checked the document did not have access to FINDES. She was the only one who could have printed it.<sup>301</sup>
30. She reported for work for the period September 16 to 30, 2013 so she could have printed the payroll for that period.<sup>302</sup>

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<sup>292</sup> TSN, September 12, 2019, p. 37  
<sup>293</sup> TSN, September 12, 2019, p. 24  
<sup>294</sup> TSN, September 12, 2019, p. 24  
<sup>295</sup> TSN, September 12, 2019, p. 25  
<sup>296</sup> TSN, September 12, 2019, pp. 25-26  
<sup>297</sup> TSN, September 12, 2019, p. 27  
<sup>298</sup> TSN, September 12, 2019, p. 26  
<sup>299</sup> TSN, September 12, 2019, p. 26  
<sup>300</sup> TSN, September 12, 2019, pp. 30-31  
<sup>301</sup> TSN, September 12, 2019, p. 31  
<sup>302</sup> TSN, September 12, 2019, pp. 31-32



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31. When they first adopted the FINDES, she inputted the names, account numbers, and salaries of the employees in accordance with the format of the payroll.<sup>303</sup>
32. The person from Land Bank taught her how to input the data to the FINDES.<sup>304</sup>
33. She was the one who inputted salary adjustments. In case there was a promotion, she modified their item and entered the new salary.<sup>305</sup>
34. She knows that the only officials with large salaries are the Mayor, Vice Mayor, Councilors, and Department Heads.<sup>306</sup>
35. De Jesus and Bernardo, or any other person, did not talk to her with regard to the payroll padding. Initially, only De Jesus and Bernardo were involved. Reynaldo Moreno told her that she may also be included because she was the one who prepared the payroll. According to him, she will not be included if she signed the affidavit so she signed it.<sup>307</sup>
36. De Jesus and Bernardo were only her co-employees, not her friends. Bernardo sometimes helped when she had problems with the computer.<sup>308</sup>
37. Persons from the City Hall made her sign the Counter-Affidavit dated July 30, 2014 (Exhibit PP), which was submitted to the Office of the Ombudsman.<sup>309</sup>
38. Reynaldo Moreno from the City Urban Poor Affairs Office asked her to sign the said Counter-Affidavit so she will not be included in the case.<sup>310</sup>
39. As for the Sworn Statement (Exhibit S), she did not appear before the Notary Public. She just signed the document after Reynaldo Moreno asked her to sign the same.<sup>311</sup>
40. At the time she signed the said documents, they were not involved. Even during the Committee hearing in the City Hall,

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<sup>303</sup> TSN, September 12, 2019, p. 32  
<sup>304</sup> TSN, September 12, 2019, p. 33  
<sup>305</sup> TSN, September 12, 2019, p. 34  
<sup>306</sup> TSN, September 12, 2019, p. 37  
<sup>307</sup> TSN, September 12, 2019, pp. 51-52  
<sup>308</sup> TSN, September 12, 2019, p. 52  
<sup>309</sup> TSN, September 12, 2019, p. 14  
<sup>310</sup> TSN, September 12, 2019, pp. 15-16  
<sup>311</sup> TSN, September 12, 2019, pp. 17-18

A handwritten signature in black ink, appearing to be 'Reynaldo Moreno', is located in the bottom right corner of the page. The signature is written in a cursive style and is positioned over the right side of the text of item 40.

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they were not given the chance to speak out. They only attended, signed documents, and thereafter, went home.<sup>312</sup>

41. She learned that she might be charged in connection with the payroll padding when City Hall sent her a letter directing her to attend the hearing.<sup>313</sup>
42. Atty. Dela Cruz informed her that she was allowed to hire the services of a lawyer but she was not able to get one. Atty. Roblelos was the first lawyer she had.<sup>314</sup>

In her Judicial Affidavit dated September 10, 2019, accused **Rosa Vilma S. De Jesus** declared:

1. She knows her co-accused because they were all former employees and officer of the LGU of Malabon City. Mr. Casimero was the CHRMDD Chief, Ms. Sebulino was the Bookbinder III, and Ms. Bernardo was an Administrative Aide.<sup>315</sup>
2. She did not forge or falsify any documents, payroll register, data base report, ATM payroll account, and the Financial Data Entry System (FINDES) of Malabon City covering the six (6) payrolls subject of these cases. Neither did she conspire with the other accused to get unwarranted benefit and advantage to the damage and prejudice of the City of Malabon.<sup>316</sup>
3. Nothing in the six (6) payrolls subject of these cases would show her knowledge and complicity in the commission of the payroll padding.<sup>317</sup>
4. She does not know about the increases of her salaries in the amounts indicated in the subject payrolls.<sup>318</sup>
5. She did not receive the increases in her salaries as indicated in the subject payrolls.<sup>319</sup>
6. She did not withdraw her salaries using her ATM card or over the counter at the Land Bank because her ATM card had been

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<sup>312</sup> TSN, September 12, 2019, pp. 18-19

<sup>313</sup> TSN, September 12, 2019, p. 45

<sup>314</sup> TSN, September 12, 2019, pp. 18-19

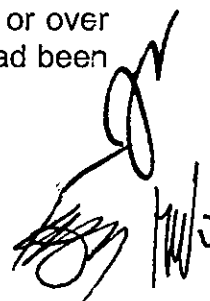
<sup>315</sup> *Judicial Affidavit* dated September 19, 2019, p. 2 (Record, Vol. 4, p. 221)

<sup>316</sup> *Judicial Affidavit* dated September 19, 2019, p. 2 (Record, Vol. 4, p. 221)

<sup>317</sup> *Judicial Affidavit* dated September 19, 2019, p. 3 (Record, Vol. 4, p. 222)

<sup>318</sup> *Judicial Affidavit* dated September 19, 2019, pp. 3-4 (Record, Vol. 4, pp. 222-223)

<sup>319</sup> *Judicial Affidavit* dated September 19, 2019, p. 4 (Record, Vol. 4, p. 223)



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in the possession of Ms. Sallie Bernardo from the time they received their salaries through the ATM in 2010.<sup>320</sup>

7. She pawned her ATM card to Bernardo, who withdrew her (De Jesus) salaries. Bernardo only gave her the balance of her salaries.<sup>321</sup>
8. She found out about the increase in her salaries, as indicated in the subject payrolls, only after the City Discipline Committee called her attention and the City Legal Office filed a complaint against her for grave misconduct and dishonesty.<sup>322</sup>
9. When she found out, she was shocked and surprised because she did not see or receive those amounts of money.<sup>323</sup>
10. Someone used her name for their personal benefit.<sup>324</sup>

She further testified:

1. She held the position of Management and Audit Analyst I at the City Accounting Department of Malabon since 2011 until her dismissal on February 7, 2015.<sup>325</sup>
2. She did not pre-audit the disbursement vouchers pertaining to the payrolls subject of these cases.<sup>326</sup>
3. Pre-audit was part of her responsibilities but she was assigned to pre-audit other transactions of the City Hall, not the payroll.<sup>327</sup>
4. Pre-audit involves checking the completeness of the supporting documents attached to the voucher.<sup>328</sup>
5. At the time of the incident, her ATM card was in the possession of Rosalie Bernardo. As far as she knows, it was Bernardo's cousin who lent her the money, and it was Bernardo who made the withdrawals. Only the excess, if any, was given to her.<sup>329</sup>

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<sup>320</sup> Judicial Affidavit dated September 19, 2019, p. 4 (Record, Vol. 4, p. 223)

<sup>321</sup> Judicial Affidavit dated September 19, 2019, p. 4 (Record, Vol. 4, p. 223)

<sup>322</sup> Judicial Affidavit dated September 19, 2019, p. 4 (Record, Vol. 4, p. 223)

<sup>323</sup> Judicial Affidavit dated September 19, 2019, p. 4 (Record, Vol. 4, p. 223)

<sup>324</sup> Judicial Affidavit dated September 19, 2019, p. 4 (Record, Vol. 4, p. 223)

<sup>325</sup> TSN, September 13, 2019, pp. 7-8

<sup>326</sup> TSN, September 13, 2019, pp. 9-16

<sup>327</sup> TSN, September 13, 2019, pp. 17-18

<sup>328</sup> TSN, September 13, 2019, p. 18

<sup>329</sup> TSN, September 13, 2019, pp. 35-37

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6. She never received, and had never seen, her bank statements. The first time she saw the bank statements was when they were presented in the case against her.<sup>330</sup>
7. After seeing that large amounts were credited and withdrawn, she did not ask the bank how it happened. When there was already a case, she asked Rosalie about it, but the latter did not answer her. They tried to call Rosalie several times but the latter disappeared.<sup>331</sup>
8. Mr. Angel Buan, the Executive Assistant at the Office of the City Mayor, asked her to sign the Sworn Statement (Exhibit T) so the investigation would be completed. According to him, there will be no problems, and they will be the ones to explain to the City Mayor.<sup>332</sup>
9. She did not read the Sworn Statement prior to signing the same.<sup>333</sup>
10. The Counter Affidavit dated 14 August 2014 was prepared by the staff of the City Mayor. She was not involved in the case. She was told that they will pray for the dismissal of the case.<sup>334</sup>
11. The statements in the Affidavit are not true. She nonetheless signed it because she was told that it will expedite the case. She believed that they would help her and that the charges against her would be dropped.<sup>335</sup>
12. She was not represented by a lawyer in the administrative charge. She was informed that she can hire the services of a lawyer but she was not able to get one.<sup>336</sup>
13. She did not have the Sworn Statement notarized. She was made to sign the document and she submitted it to the City Legal Office.<sup>337</sup>
14. She did not sign the *Sinumpaang Salaysay* dated January 28, 2016 (Exhibit 11-Casimero). The document was falsified.<sup>338</sup>

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<sup>330</sup> TSN, September 13, 2019, p. 37

<sup>331</sup> TSN, September 13, 2019, pp. 28-29

<sup>332</sup> TSN, September 13, 2019, pp. 21-22

<sup>333</sup> TSN, September 13, 2019, p. 22

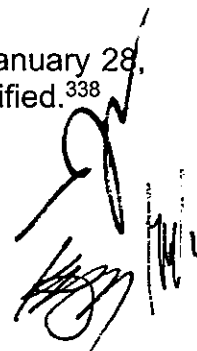
<sup>334</sup> TSN, September 13, 2019, pp. 23-25

<sup>335</sup> TSN, September 13, 2019, pp. 26-27

<sup>336</sup> TSN, September 13, 2019, p. 29

<sup>337</sup> TSN, September 13, 2019, pp. 29-30

<sup>338</sup> TSN, September 13, 2019, pp. 31-33



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The following exhibits offered by the defense were admitted in evidence:

<b>Accused De Jesus and Sebulino<sup>339</sup></b>	
<b>Exhibit</b>	<b>Document</b>
2 and submarkings	Payroll Register dated January 30, 2013
3 and submarkings	Payroll Register dated February 14, 2013
4 and submarkings	Payroll Register dated September 27, 2013
5 and submarkings	Payroll Register dated November 13, 2013
6 and submarkings	Payroll Register dated December 12, 2013
7 and submarkings	Payroll Register dated December 26, 2013
8 and submarkings	Data Base Report dated January 30, 2013
9 and submarkings	Data Base Report dated February 4, 2013
10 and submarkings	Payroll Register dated September 27, 2013
11 and submarkings	Database Report dated November 13, 2013
12 and submarkings	Payroll Register dated December 12, 2013
13 and submarkings	Database Report dated December 26, 2013

<b>Accused Casimero<sup>340</sup></b>	
<b>Exhibit</b>	<b>Document</b>
1	Counter-Affidavit dated August 13, 2014 of Edgardo R. Casimero
2	Procedural flow in the preparation of payroll
3	City Legal Department Resolution dated January 14, 2014
4	Complaint of Lydia N. Elisan dated January 3, 2014
5	Civil Service Commission Decision, promulgated on June 6, 2014
6	Reply-Affidavit dated January 29, 2014 of Edgardo R. Casimero
7	Application for Leave filed on January 10, 2014
8	Transmittal letter dated January 9, 2014

<sup>339</sup> Resolution dated January 3, 2020; Record, Vol. 4, pp. 306-307

<sup>340</sup> Resolution dated February 12, 2020; Record, Vol. 4, pp. 429-430

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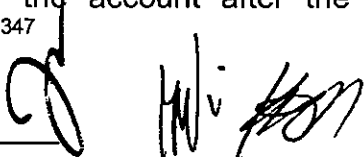
9	Database Report dated November 13, 2013
9-A	Database Report dated December 26, 2013
10 to 10-B	LGU of Malabon City Audit Trail Report dated January 6, 2014
11	<i>Sinumpaang Salaysay</i> dated January 28, 2016 of Rosa Vilma Santos De Jesus
12	<i>Sinumpaang Salaysay</i> dated January 28, 2016 of Carlota Banzon

REBUTTAL

The prosecution presented the following witnesses on rebuttal: **Melanie B. Atabay**,<sup>341</sup> **Jessica Christine Docdoc**,<sup>342</sup> and **Reynaldo L. Moreno**.<sup>343</sup>

In her Judicial Affidavit dated January 30, 2020, **Melanie B. Atabay**, Branch Head, Land Bank of the Philippines, Malabon Branch, identified Exhibits CC, DD, KK and MM, and declared:

1. She has held the position of Branch Head at Land Bank, Malabon Branch since September 2 to the present.<sup>344</sup>
2. In 2013, the maximum amount of withdrawal per day *via* ATM machines was ₱50,000.00.<sup>345</sup>
3. Since 2010, the maximum amount of withdrawal had been ₱50,000.00. Sometime in 2018, it was reduced to ₱30,000.00, but was eventually restored to the original policy on the date indicated in the policy (Exhibit MM).<sup>346</sup>
4. An account holder must submit an application for online banking and nominate a password known only to the said account holder before being able to use online banking. The user must also indicate the third party account(s) where funds will be transferred. The user will have access to the online banking features of the account after the bank has approved the application.<sup>347</sup>



<sup>341</sup> TSN, March 5, 2020; *Judicial Affidavit* dated January 30, 2020 (Record, Vol. 4, pp. 393-419), *Supplemental Judicial Affidavit* dated February 21, 2020 (Record, Vol. 4, pp. 437-446)

<sup>342</sup> TSN, January 26, 2021; *Judicial Affidavit* dated February 28, 2020 (Record, Vol. 4, pp. 448-455)

<sup>343</sup> TSN, January 29, 2021; *Judicial Affidavit* dated January 23, 2020 (Record, Vol. 4, pp. 333-392)

<sup>344</sup> *Judicial Affidavit* dated January 30, 2020, p. 2 (Record, Vol. 4, p. 394)

<sup>345</sup> *Judicial Affidavit* dated January 30, 2020, p. 4 (Record, Vol. 4, p. 396)

<sup>346</sup> *Judicial Affidavit* dated January 30, 2020, p. 5 (Record, Vol. 4, p. 397)

<sup>347</sup> *Judicial Affidavit* dated January 30, 2020, p. 6 (Record, Vol. 4, p. 398)



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5. The account holder can only transfer funds to the accounts indicated or nominated in the application form.<sup>348</sup>
6. Accused De Jesus applied for online banking as shown in the application form on file in their branch. She nominated Account No. 0656-0519-14.<sup>349</sup>

In her Supplemental Judicial Affidavit dated February 21, 2020, she identified the System Generated Report for Land Bank Account No. 0656-0519-14 (Exhibit TT) under the name Rcsa Vilma Santos De Jesus.

She further testified:

1. She was not an employee or officer of Land Bank, Malabon Branch in 2013. At the time, she was assigned to the Navotas Branch.<sup>350</sup>
2. She does not have personal knowledge of the ATM transactions of accused De Jesus in 2013 with regard to her account in Land Bank, Malabon Branch.<sup>351</sup>
3. In the *LandBank Phone Access / i-Access Enrollment and Maintenance Agreement Form* dated November 15, 2012 (Exhibit KK), the signatures under "Authorized Enrollee" and "Authorized Signatures" appear to be similar.<sup>352</sup>
4. To assess or verify signatures, the signatures are compared with the ID. Furthermore, personal appearance is required.<sup>353</sup>
5. As far as she is concerned, the differences in the signatures do not affect their authenticity.<sup>354</sup>
6. It is not possible for someone pretending to be Ms. Vilma De Jesus to apply for LandBank phone access and iAccess because they require the physical appearance of the applicant, and they verify the signature by comparing the same with the signatures on file, and with the ID brought by the applicant.<sup>355</sup>

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<sup>348</sup> Judicial Affidavit dated January 30, 2020, p. 6 (Record, Vol. 4, p. 398)

<sup>349</sup> Judicial Affidavit dated January 30, 2020, p. 7 (Record, Vol. 4, p. 399)

<sup>350</sup> TSN, March 5, 2020, p. 30

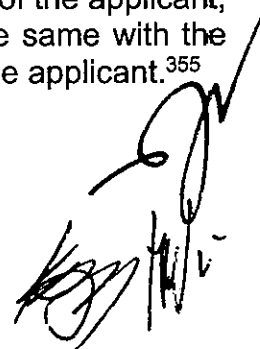
<sup>351</sup> TSN, March 5, 2020, p. 30

<sup>352</sup> TSN, March 5, 2020, pp. 36-37

<sup>353</sup> TSN, March 5, 2020, p. 37

<sup>354</sup> TSN, March 5, 2020, p. 38

<sup>355</sup> TSN, March 5, 2020, pp. 38-39

A handwritten signature in black ink, appearing to be a stylized name, possibly 'Rcsa Vilma Santos De Jesus', written over a horizontal line.

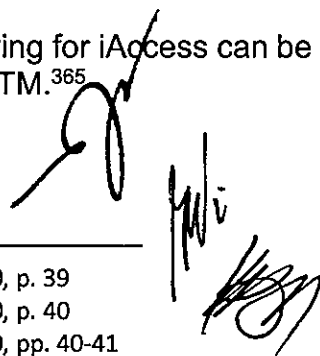
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7. It is normal to transfer funds from one account to another.<sup>356</sup>
8. In Exhibit CC, "CMPYRL" means credit memo payroll, or the money coming from the supposed employer of the owner of the account, while "IAFTDM" means iAccess Fund Transfer Debit Memo, which pertains to the withdrawal or transfer of funds—a debit transaction through fund transfer using online banking.<sup>357</sup>
9. Online banking means that it is accessed through a computer which is connected to the internet.<sup>358</sup>
10. If the transfer of funds is through the ATM machine, there is no need to enroll. She does not know what the entry will be, but it will no longer be IAFTDM.<sup>359</sup>
11. A password is required to access online internet banking and to transfer funds.<sup>360</sup>
12. From the statement (Exhibit CC), it cannot be seen to which account the transfer was made, but they have records that would show the same.<sup>361</sup>
13. The account indicated in the enrollment form is the only account to which funds may be transferred. To be able to transfer to another account using iAccess, that other account must also be enrolled. It is not possible to transfer funds to third party accounts that are not enrolled.<sup>362</sup>
14. Based on the application, only one (1) account was enrolled. It is the only account that she found.<sup>363</sup>
15. At that time, bank statements were sent to the depositor's registered mailing address, which is usually, but not always, the address in the application form.<sup>364</sup>
16. Applying for iAccess can be done only at the branch that issued the ATM.<sup>365</sup>

Handwritten signatures and initials in black ink, including a large signature and several smaller initials.

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<sup>356</sup> TSN, March 5, 2020, p. 39  
<sup>357</sup> TSN, March 5, 2020, p. 40  
<sup>358</sup> TSN, March 5, 2020, pp. 40-41  
<sup>359</sup> TSN, March 5, 2020, pp. 42-43  
<sup>360</sup> TSN, March 5, 2020, p. 45  
<sup>361</sup> TSN, March 5, 2020, p. 48  
<sup>362</sup> TSN, March 5, 2020, pp. 48-50  
<sup>363</sup> TSN, March 5, 2020, p. 50  
<sup>364</sup> TSN, March 5, 2020, pp. 52-53  
<sup>365</sup> TSN, March 5, 2020, pp. 54-55

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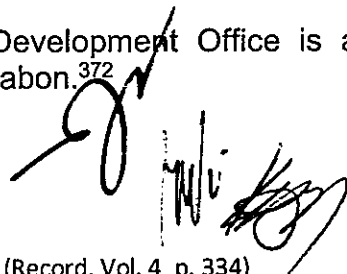
In her Judicial Affidavit dated February 28, 2020, **Jessica Christine Docdoc**, Administrative Officer V of the City Human Resource Management and Development Department (HRMDD) of Malabon City, identified the Service Record of Mr. Angel Buan (Exhibit RR). On cross-examination by counsel for accused De Jesus and Sebulino, she further testified that she cannot confirm if Angel Buan was employed in 2013, prior to his employment from 2014 to 2015. The Service Record is the only record they have in their office.<sup>366</sup>

In his Judicial Affidavit dated January 23, 2020, **Reynaldo L. Moreno**, Senior Budget and Management Specialist at the Department of Budget and Management (DBM), declared:

1. He has held his position at the DBM since 2017. Prior to his employment at the DBM, he was the Chief of the Community and Urban Poor Office of Malabon City from 2010 to 2016.<sup>367</sup>
2. Pros. Moreno furnished him a copy of the transcript of Ms. Sebulino's testimony.<sup>368</sup>
3. There is no truth in Ms. Sebulino's testimony. He never assisted, prepared nor forced Ms. Sebulino to prepare her counter-affidavit and sworn statement. He cannot even recall any conversation he had with her.<sup>369</sup>
4. It is the first time he has seen Ms. Sebulino's counter-affidavit. On the other hand, the Sworn Statement is the one she submitted before the administrative case, where he was a member of the committee that investigated the case.<sup>370</sup>

He further testified:

1. In 2013 and 2014, he was the Chief of the Community and Urban Poor Office of Malabon City, which was located inside the City Hall of Malabon.<sup>371</sup>
2. The Human Resource Development Office is also situated inside the City Hall of Malabon.<sup>372</sup>



<sup>366</sup> TSN, January 26, 2021, p. 12

<sup>367</sup> *Judicial Affidavit* dated January 23, 2020, p. 2 (Record, Vol. 4, p. 334)

<sup>368</sup> *Judicial Affidavit* dated January 23, 2020, p. 3 (Record, Vol. 4, p. 335)

<sup>369</sup> *Judicial Affidavit* dated January 23, 2020, p. 3 (Record, Vol. 4, p. 335)

<sup>370</sup> *Judicial Affidavit* dated January 23, 2020, p. 3 (Record, Vol. 4, p. 335)

<sup>371</sup> TSN, January 29, 2021, pp. 13-14

<sup>372</sup> TSN, January 29, 2021, p. 14

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- 3. He never mentioned in his Judicial Affidavit that he did not know Ms. Sebulino. Because the office in Malabon was small, there was little chance that he would not meet Ms. Sebulino, especially during the flag raising ceremony and when there were programs.<sup>373</sup>

The following exhibits offered by the prosecution on rebuttal were admitted in evidence.<sup>374</sup>

Exhibit	Document
KK (rebuttal)	LandBank Phone Access/I-Access Enrollment and Maintenance Agreement Form dated November 15, 2012 of Rosa Vilma S. De Jesus
MM (rebuttal)	LandBank Memorandum dated June 20, 2019
PP	Counter-Affidavit ( <i>Sinumpaang Ganting Salaysay</i> ) dated July 30, 2014 of Magdalena U. Sebulino
QQ	Counter-Affidavit dated August 13, 2014 of Rosa Vilma S. De Jesus
RR	Service Record of Buan, Angel Nicclas
SS	Subpoena dated January 30, 2020 issued by the Sixth Division of the Sandiganbayan
TT	System Generated Report for Land Bank ATM Savings Account No. 0656-0519-14

Accused Casimero, and accused Sebulino and De Jesus manifested that they will no longer present sur-rebuttal evidence. The prosecution filed its *Memorandum*<sup>375</sup> on June 11, 2021.

THE FINDINGS OF FACTS

On December 27, 2013, Lydia N. Elisan, then the Chief of the Cashier Division,<sup>376</sup> was going through the ATM Roll or the Database Report dated December 26, 2013<sup>377</sup> to determine the amount that she can withdraw from her Land Bank payroll account, when she noticed that there were erasures in the amounts pertaining to the accounts of Rosalie N. Bernardo (accused Bernardo) and Rosa Vilma S. De Jesus (accused De Jesus).<sup>378</sup> At the time, accused Bernardo and De Jesus

<sup>373</sup> TSN, January 29, 2021, p. 14

<sup>374</sup> Resolution dated February 22, 2021; Record, Vol. 5, pp. 45-46

<sup>375</sup> Dated June 4, 2021; Record, Vol. 5, pp. 60-89

<sup>376</sup> TSN, February 7, 2018, p. 47

<sup>377</sup> Exhibit NN-3

<sup>378</sup> *Judicial Affidavit* dated February 2, 2018, p. 3 (Record, Vol. 2, p. 369)

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were both employees of the City Accounting & Internal Audit Service Department (Accounting Department). Accused Bernardo held the position of Data Entry Machine Operator I,<sup>379</sup> while accused De Jesus held the position of Management & Audit Analyst I.<sup>380</sup>

After confirming with Land Bank, Malabon Branch the amounts actually credited to the respective accounts of accused Bernardo and De Jesus, Elisan reported the matter to her superior, the City Treasurer, and to the City Administrator.<sup>381</sup> Thereafter, the City Legal Office, then headed by Atty. Voltaire C. Dela Cruz, was ordered to conduct an investigation on the matter.<sup>382</sup>

In connection with the investigation, Edson D. Yanga, Officer-in-Charge (OIC) of the Management Information System Department (MISD) of Malabon City, was instructed to access the Financial Data Entry System (FINDES) and to secure the audit trails or system logs.<sup>383</sup> In the morning of January 6, 2014, Yanga and a certain Marvin Hernandez, also from the MISD,<sup>384</sup> went to the City Human Resource Management & Development Department (CHRMDD) and asked permission from Edgardo R. Casimero (accused Casimero), then the Chief of the CHRMDD,<sup>385</sup> to access the FINDES. At the time, the FINDES software was installed on only one (1) computer—that assigned to Magdalena U. Sebulino (accused Sebulino), then Bookbinder III (Administrative Assistant I)<sup>386</sup> at the CHRMDD.<sup>387</sup>

Initially, Yanga could not access the FINDES because no one at the CHRMDD knew the password, so accused Casimero asked a certain Edith Herrera, Liaison Officer for the GSIS, to coordinate with accused Sebulino,<sup>388</sup> who was not yet at the office at the time. Herrera called accused Sebulino, and after they talked, Herrera took from accused Sebulino's drawer a piece of paper containing the usernames

<sup>379</sup> In the Service Record (Exhibit D) and Performance Evaluation Report for the period January -June 2013 (Exhibit D-2), her position is indicated as "Data Entry Machine Operator I." However, in the Personal Data Sheet dated August 23, 2013 (Exhibit D-1), her position is indicated as "Administrative Aide VI."

<sup>380</sup> Exhibits C to C-2; Pre-Trial Order dated January 15, 2018, pp. 1-2 (Record, Vol. 2, pp. 178-179); Witness Goboy testified that the position is equivalent to Administrative Officer II (*Judicial Affidavit* dated February 5, 2018, p. 6; Record, Vol. 2, p. 402)

<sup>381</sup> *Judicial Affidavit* dated February 2, 2018, p. 4 (Record, Vol. 2, p. 370)

<sup>382</sup> *Complaint-Affidavit* dated June 27, 2014, pp. 2-3 (Record, Vol. 3, pp. 191-192)

<sup>383</sup> *Affidavit* dated January 24, 2014, p. 1 (Record, Vol. 3, p. 207); Exhibit L

<sup>384</sup> Exhibit L

<sup>385</sup> Exhibits A to A-2; Pre-Trial Order dated January 15, 2018, pp. 1-2 (Record, Vol. 2, pp. 178-179)

<sup>386</sup> Exhibits B to B-2; Pre-Trial Order dated January 15, 2018, pp. 1-2 (Record, Vol. 2, pp. 178-179)

<sup>387</sup> TSN, April 24, 2018, pp. 43-44, 49

<sup>388</sup> TSN, May 22, 2019, p. 15

Handwritten signatures and initials in the right margin, including a large signature at the top, the initials 'MLI' in the middle, and another signature at the bottom.

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and the corresponding passwords for the FINDES,<sup>389</sup> and Yanga was able to access the FINDES. Around 9:00 A.M., Yanga printed the Audit Trail Reports for November and December 2013. The Audit Trail Report Shows that the account ADMIN02 was used to edit the account of De Jesus and Bernardo.<sup>390</sup>

Sometime thereafter, on the same day, accused Casimero ordered his subordinates to call Dario M. Viado, then an Operations Specialist at the Land Bank, Malabon Branch, to fix the FINDES,<sup>391</sup> after Yanga suggested to him to create a new account for the FINDES, considering that the existing accounts were under investigation.<sup>392</sup> Later, Viado went to the CHRMD and reinstalled the FINDES,<sup>393</sup> apparently, without first making copies of the existing files. As a result, all the files and data were deleted. Yanga learned about the deletion of the files at around 2:00 P.M., while he was attending a meeting of the department heads.<sup>394</sup>

The discovery of the erasures in the Database Report dated December 26, 2013 also led to an audit of the payment of the salaries of the regular employees of the City Government of Malabon for 2013.<sup>395</sup> In the Audit Observation Memorandum (AOM) No. 13-063 dated February 28, 2014, it was found that for the subject payroll periods, there were overpayments in the total amount of ₱1,140,000.00.<sup>396</sup>

At the time material to these cases, the salaries of the officials and employees of the City Government of Malabon were released to them through their Land Bank ATM payroll accounts. To better understand how the overpayments happened, the Court must discuss the procedure for crediting the amounts to the individual payroll accounts of the officials and employees of Malabon City.

First, the Accounting Department prepares the adjustments for the deductions from the salaries of the officials and employees, and forwards the same to the CHRMD for the preparation of the payroll. After preparing the payroll, the CHRMD transmits the same to the

<sup>389</sup> TSN, April 24, 2018, pp. 29-30, 43-45

<sup>390</sup> Exhibits J and K

<sup>391</sup> TSN, May 22, 2019, pp. 13-14

<sup>392</sup> TSN, April 24, 2018, p. 42

<sup>393</sup> *Judicial Affidavit* dated January 9, 2018, p. 14 (Record, Vol. 2, p. 55)

<sup>394</sup> TSN, April 24, 2018, p. 48

<sup>395</sup> TSN, March 7, 2018, p. 14

<sup>396</sup> Exhibit V, p. 3

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Accounting Department for checking. If the amounts in the payroll tally with those in the Accounting Department's records, the payroll is returned to the CHRMD for the preparation of the payroll register.<sup>397</sup> The payroll contains the gross salaries and the deductions therefrom, while the payroll register contains only the net amounts to be credited to the payroll accounts of the officials and employees of the City Government of Malabon.<sup>398</sup>

The CHRMD used the FINDES software, which was provided by the Land Bank to its clients,<sup>399</sup> to prepare the payroll register and the related documents. The concerned employee of the LGU enters the net amount to be credited to each payroll account. Thereafter, the FINDES generates three (3) documents from the data entered therein. The first document is an electronic document<sup>400</sup> or the electronic file that is read by the Land Bank's system to credit the amounts to the individual payroll accounts. The second and third, paper-based documents, are the payroll register and the database report. For convenience, the contents of the payroll registers and database reports subject of these cases are summarized hereunder:



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<sup>397</sup> *Judicial Affidavit* dated February 5, 2018, pp. 3-4 (Record, Vol. 2, pp. 399-400)

<sup>398</sup> TSN, March 8, 2018, p. 30

<sup>399</sup> TSN, January 17, 2018, p. 54

<sup>400</sup> *Rules on Electronic Evidence* (A.M. No. 01-7-01-SC dated July 17, 2001). **Section 1. Definition of terms.** – xxx (h) "Electronic document" refers to information or the representation of information, data, figures, symbols or other modes of written expression, described or however represented, by which a right is established or an obligation is extinguished, or by which a fact may be proved and affirmed, which is received, recorded, transmitted, stored, processed, retrieved or produced electronically. It includes digitally signed documents and any print-out or output, readable by sight or other means, which accurately reflects the electronic data message or electronic document. For purposes of these Rules, the term "electronic document" may be used interchangeably with "electronic data message".

*Republic Act No. 8792 (E-Commerce Act)*. Section 5. Definition of Terms. xxx (f) "Electronic document" refers to information or the representation of information, data, figures, symbols or other modes of written expression, described or however represented, by which a right is established or an obligation extinguished, or by which a fact may be proved and affirmed, which is received, recorded, transmitted, stored, processed, retrieved or produced electronically.

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	<b>Payroll Register</b>	<b>Database Report</b>
<b>Contents</b>	<ul style="list-style-type: none"> <li>• Account No.</li> <li>• Account Name</li> <li>• Credit Amount</li> </ul>	<ul style="list-style-type: none"> <li>• Account No.</li> <li>• Account Name</li> <li>• Credit Amount</li> <li>• Branch</li> <li>• Batch</li> </ul>
<b>Totals</b>	<p><b>January 16-31, 2013</b>  <b>February 1-15, 2013</b>                      (Exhibits G and G-2)</p> <p>Printed on the last page only:</p> <ul style="list-style-type: none"> <li>• Total No. of Records</li> <li>• Total Credit Amount</li> <li>• Total Account No. Hash</li> <li>• Total Check Field Hash</li> </ul>	<p><b>January 16-31, 2013</b>  <b>February 1-15, 2013</b>                      (Exhibits II-3 and JJ-3)</p> <p>Printed on the last page only:</p> <ul style="list-style-type: none"> <li>• Total No. of Records</li> <li>• Total Credit Amount</li> </ul>
	<p><b>September 16-30, 2013</b>  <b>November 1-15, 2013</b>  <b>December 1-15, 2013</b>  <b>December 16-31, 2013</b>                      (Exhibits G-3, G-4, G-5, G-6, KK-3 and MM-3)</p> <p>Printed at the bottom of every page:</p> <ul style="list-style-type: none"> <li>• Rec</li> <li>• Total Amt</li> <li>• Acct Hash</li> <li>• Hash Total</li> </ul>	<p><b>September 16-30, 2013</b>  <b>November 1-15, 2013</b>  <b>December 1-15, 2013</b>  <b>December 16-31, 2013</b>                      (Exhibits LL-3 and NN-3)</p> <p>Printed at the bottom of every page:</p> <ul style="list-style-type: none"> <li>• Total No. of Records</li> <li>• Total Amount</li> </ul>

The contents (account no., account name, credit amount) are data that were previously entered into the system, while the totals (total no. of records, total credit amount, total account no. hash, total check field hash) are figures generated by the FINDES, derived from the entered data. Any change made in the entries for the contents will result in a corresponding change in the totals.<sup>401</sup> If the totals indicated in the payroll register, in database report, and in the electronic file are the same, it means that the contents of the three (3) documents are the same.

An employee at the CHRMD D prints the payroll register and/or database report, and the same are checked by another employee before being forwarded to the head of the CHRMD D for certification as to correctness.<sup>402</sup> After the head of the CHRMD D makes the certification, the documents are transmitted to the Treasurer's Office for certification as to the availability of funds, then to the Accounting Department for auditing.<sup>403</sup>

<sup>401</sup> TSN, January 30, 2018, pp. 38-39

<sup>402</sup> *Judicial Affidavit* dated December 1, 2017, pp. 5-6 (Record, Vol. 1, pp. 392-393)

<sup>403</sup> *Judicial Affidavit* dated February 5, 2018, pp. 4-5 (Record, Vol. 2, pp. 400-401)



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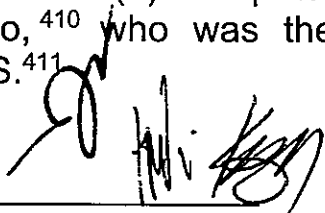
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At the Accounting Department, the amounts in the payroll register are compared with those in the payroll. The disbursement voucher is prepared if the amounts in the two (2) documents tally. After the City Accountant signs the payroll register and/or database report, the same are attached to the disbursement voucher, which is then forwarded to the Treasurer's Office, and thereafter, to the Mayor's Office for approval.<sup>404</sup>

The check is prepared after the Mayor approves the disbursement voucher. The disbursement voucher, its attachments, and the check are all forwarded to the Accountant for the Accountant's Advice, then to the Treasurer's Office, which requests from the CHRMD the electronic file generated by the FINDES. The Treasurer's Office then transmits the said documents and the storage medium, *i.e.*, a CD or USB flash drive,<sup>405</sup> containing the electronic file generated by the FINDES to Land Bank, Malabon Branch.<sup>406</sup>

At the Land Bank, Malabon Branch, a bank employee opens the electronic file using Land Bank's system, and checks if the totals in the electronic file and the totals in the payroll register are the same. If the totals are the same, the bank employee prints the branch validation report and forwards the same to a supervisor for counter-checking, then to the Branch Manager for approval. After approval, the Land Bank's system, reading the electronic file, credits the amounts indicated in the payroll register to the respective payroll accounts of the officials and employees of the City Government of Malabon.<sup>407</sup> The bank retains a copy of the payroll register,<sup>408</sup> and returns the storage medium containing the electronic file to the Local Government Unit of Malabon.<sup>409</sup>

At the time material to these cases, the FINDES was installed only on one (1) computer, specifically, that assigned to accused Sebulino,<sup>410</sup> who was the only employee authorized to use the FINDES.<sup>411</sup>



<sup>404</sup> *Judicial Affidavit* dated February 5, 2018, p. 5 (Record, Vol. 2, p. 401)

<sup>405</sup> *Judicial Affidavit* dated January 9, 2018, p. 4 (Record, Vol. 2, p. 45)

<sup>406</sup> *Judicial Affidavit* dated February 5, 2018, pp. 5-6 (Record, Vol. 2, pp. 401-402)

<sup>407</sup> *Judicial Affidavit* dated January 9, 2018, p. 4 (Record, Vol. 2, p. 45)

<sup>408</sup> TSN, January 30, 2018, p. 34

<sup>409</sup> TSN, January 30, 2018, p. 31; *Judicial Affidavit* dated January 9, 2018, p. 5 (Record, Vol. 2, p. 46)

<sup>410</sup> TSN, April 24, 2018, p. 49; TSN, September 12, 2019, p. 11

<sup>411</sup> TSN, January 29, 2018, p. 17; TSN, September 12, 2019, p. 39

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During the subject payroll periods, accused Sebulino used the FINDES to increase the amounts to be credited to the payroll accounts of accused Bernardo and De Jesus by inserting one (1) or two (2) digits in front of the correct amounts that accused Bernardo and De Jesus were supposed to receive.

Accused Casimero, as head of the CHRMD, certified to the correctness of the subject *Payroll Registers* and *Database Reports*.

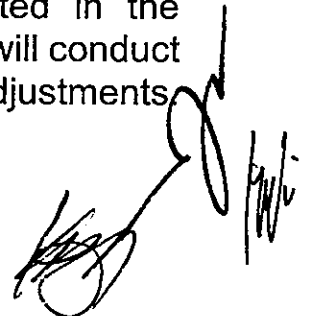
As previously discussed, after the Accounting Department receives the payroll register and/or database report, the amounts in the said documents are compared with the amounts in the payroll. If the amounts tally, it means that the total amount to be credited indicated in the payroll register and/or database report—which was computed by the FINDES—is correct, and such amount is the amount that will be indicated in the disbursement voucher.

In these cases, however, there was a deviation from the established procedure. The *Disbursement Vouchers* were prepared even before the *Payroll Registers* and *Database Reports* reached the Accounting Department. Because the *Payroll Registers* and *Database Reports* had not yet reached the Accounting Department, the latter had no basis for the amounts to be indicated in the *Disbursement Vouchers*. Accused Sebulino, who prepared the subject *Payroll Registers* and *Database Reports*, had to call the Accounting Department to inform them of the amount that should be indicated in the *Disbursement Vouchers*.<sup>412</sup>

Further deviating from the established procedure, Josephine C. Goboy signed the portion stamped in the *Disbursement Vouchers* indicating that a pre-audit was conducted, despite not having actually checked the *Payroll Registers* and *Database Reports*, or at the very least, having seen the same. According to Goboy, the CHRMD always prepared the said documents at the last minute so there was no time to check them. Whenever she asked accused De Jesus and Bernardo—who were assigned to audit the payroll registers—how she could determine the correctness of the amount indicated in the *Disbursement Voucher*, they always assured her that they will conduct a post-audit and inform her if there is a need to make adjustments.

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<sup>412</sup> *Judicial Affidavit* dated February 5, 2018, pp. 4-5 (Record, Vol. 2, pp. 400-401)



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Whenever she asked accused De Jesus and Bernardo about the whereabouts of the *Payroll Register*, they always told her that the same was being circulated to the signatories, and assured her that the same will be attached to the *Disbursement Voucher* before the documents are transmitted to Land Bank.<sup>413</sup>

At some point after the printing of the *Payroll Registers* and/or *Database Reports*, but prior to the transmission of the documents to Land Bank, Malabon Branch, efforts were made to conceal the padded amounts to be credited to the payroll accounts of accused De Jesus and Bernardo.

In the *Payroll Registers* and *Data Base Reports* for payroll periods January 16-31, 2013 and February 1-15, 2013, the pages containing the padded amounts were replaced with pages containing the correct amounts. To accomplish the same, accused Sebulino printed two (2) sets of *Payroll Registers* and *Data Base Reports* for each of the said payroll periods. One (1) set contained the padded amounts, and the other contained the correct amounts. Because the totals were printed only on the last page of the pertinent documents, the substitution of the pages could not have been detected by merely comparing the net amounts with those indicated in the payroll.

On the other hand, with regard to the *Payroll Registers* and *Database Reports* for payroll periods September 16-30, 2013, November 1-15, 2013, December 1-15, 2013, and December 16-31, 2013, there was a need to change the method of concealment because the *Payroll Registers* and *Database Reports* for September, November and December used a slightly different format. In the documents for January and February, the totals were printed only on the last page, making it easy to substitute the other pages without being detected. In contrast, the totals were printed at the bottom of every page of the *Payroll Registers* and *Database Reports* for September, November and December. If the previous method of concealment were used, the replacement pages will reflect the correct amounts that were supposed to be credited to the payroll accounts of accused Bernardo and De Jesus. However, because there was a change in the entries, there will be a corresponding change in the totals, and the totals indicated in the replacement pages will not match the totals indicated in the rest of the pages. With the intent to conceal the payroll padding in September, November and December, the first digits in the padded amounts were

<sup>413</sup> *Judicial Affidavit* dated February 5, 2018, pp. 8-9 (Record, Vol. 2, pp. 404-405)

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erased to make it appear that accused Bernardo and De Jesus received the correct amounts in their payroll accounts.

0657-0180-82	DE GUZMAN, Luz S.	22,026.98
0657-0098-49	DE GUZMAN, Marlon S.	1,397.35
0657-0110-53	DE JESUS, Josefina D.	0.00
0657-0081-68 *	DE JESUS, Rosa Vilma S.	<del>1,904.07</del>
0657-0110-61	DE JESUS, Virgilio C.	9,817.76
0657-0148-93	DE LARA, Elizabeth C.	1,307.95
0657-0132-50	DE LEON Jr, Renato T.	2,873.44
0657-0110-70	DE LEON, Llodovina F.	6,729.64
0657-0110-88	DE LEON, Melanie C.	3,227.87
0657-0084-43	DE OCAMPO, Aurea C.	1,922.33
0657-0067-42	DE SILVA, Fel C.	5,103.44
0657-0098-81	DEL MUNDO, Janice P.	4,262.50

(Payroll Register dated September 27, 2013:  
Exhibit KK-3, p. 4

Handwritten notes: "10-8" and "1/29/14" with an arrow pointing to the 1,904.07 value.

\*\*\*\*\* MORE \*\*\*\*\*  
MARILO G. DEL MUNDO-GARRIDO  
100-CITY TREASURY DEPARTMENT  
CERTIFIED XEROX COPY

(The above image shows the erasure in the amount pertaining to accused De Jesus' payroll account in Exhibit KK-3 [label in green box and red arrow supplied for emphasis]. Exhibits G-3, G-4, G-5, G-6, LL-3, MM-3, and NN-3 bear similar erasures)

This Court cannot determine who was responsible for the erasures in the paper copies of the *Payroll Registers* and *Database Reports* for September, November and December, and when the erasures were made, but the evidence on record indicates that the same were made prior to the transmission of the documents to Land Bank, Malabon Branch because the *Payroll Registers* that were submitted to the bank<sup>414</sup> also bore the erasures.

After the documents and the storage medium containing the electronic file were transmitted to Land Bank, Malabon Branch, a bank employee, Viado, using the Land Bank's system, checked if the totals in the electronic file matched the totals in the *Payroll Register*. This procedure was performed to verify that the contents of the *Payroll Register* and of the electronic file are exactly the same. After confirming that the totals matched, as seen in the *Branch Validation Reports*,<sup>415</sup> and the approval of the Branch Manager, the Land Bank's system credited the amounts in the electronic file to the respective payroll accounts of the officials and employees of the City Government of Malabon.<sup>416</sup>

Going back to AOM No. 13-063 dated February 28, 2014, it was found that there were overpayments in the total amount of ₱1,140,000.00. This is the difference between the total amount credited, as indicated in the subject *Payroll Registers* and *Database Reports*, and the totals arrived at by adding the amounts in the said

<sup>414</sup> Exhibits G-3, G-4, G-5 and G-6

<sup>415</sup> Exhibits G-1, G-2-A, G-3-A, G-4-A, G-5-A and G-6-A

<sup>416</sup> *Judicial Affidavit* dated January 9, 2018, p. 4 (Record, Vol. 2, p. 45)

Handwritten signatures and initials at the bottom right of the page.

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documents, as they were made to appear. For convenience, these amounts are summarized hereunder:

Payroll period	Total amount credited, as indicated in the Payroll Register/Database Report	Total, after adding all the amounts, as they were made to appear	Difference
Jan. 16-31, 2013 (Exhibits G and II-3)	₱4,482,281.88	₱4,362,281.88	₱120,000.00
Feb. 1-15, 2013 (Exhibits G-2 and JJ-3)	₱5,908,598.31	₱5,788,598.31	₱120,000.00
Sept. 16-30, 2013 (Exhibits G-3 and KK-3)	₱4,384,334.84	₱4,204,334.84	₱180,000.00
Nov. 1-15, 2013 (Exhibits G-4 and LL-3)	₱5,595,400.00	₱5,415,400.00	₱180,000.00
Dec. 1-15, 2013 (Exhibits G-5 and MM-3)	₱5,493,321.00	₱5,313,321.00	₱180,000.00
Dec. 16-31, 2013 (Exhibits G-6 and NN-3)	₱4,482,140.58	₱4,122,140.58	₱360,000.00
<b>Total</b>			<b>₱1,140,000.00</b>

The amounts credited to the payroll accounts of accused Bernardo and De Jesus, as they were made to appear in the *Payroll Registers* and *Database Reports*, and the amounts actually credited to their respective payroll accounts, as shown in the bank statements for their accounts, are summarized as follows:

Payroll period	Accused Bernardo		Accused De Jesus	
	As it was made to appear in Payroll Register/ Database Report	Actually credited	Indicated in Payroll Register/ Database Report	Actually credited
Jan. 16-31, 2013	₱5,250.90 (Exhibit G, p. 3; Exhibit II-3, p. 3)	₱65,250.90 (Exhibit FF-1)	₱420.65 (Exhibit G, p. 8; Exhibit II-3, p. 8)	₱60,420.65 (Exhibit DD-1)
	Difference: ₱60,000.00		Difference: ₱60,000.00	
Feb. 1-15, 2013	₱5,896.00 (Exhibit G-2, p. 3; Exhibit JJ-3, p. 3)	₱65,896.00 (Exhibit FF-1-A)	₱3,039.50 (Exhibit G-2, p. 8; Exhibit JJ-3, p. 8)	₱63,039.50 (Exhibit DD-1-A)
	Difference: ₱60,000.00		Difference: ₱60,000.00	
Sept. 16-30, 2013	₱5,485.54 (Exhibit G-3, p. 2; Exhibit KK-3, p. 2)	₱95,485.54 (Exhibit FF-3-A)	₱1,904.07 (Exhibit G-3, p. 4; Exhibit KK-3, p. 4)	₱91,904.07 (Exhibit DD-3-A)
	Difference: ₱90,000.00		Difference: ₱90,000.00	
Nov. 1-15, 2013	₱5,211.00 (Exhibit G-4, p. 2; Exhibit LL-3, p. 2)	₱95,211.00 (Exhibit EE-1)	₱544.50 (Exhibit G-4, p. 4; Exhibit LL-3, p. 4)	₱90,544.50 (Exhibit CC-1)
	Difference: ₱90,000.00		Difference: ₱90,000.00	
Dec. 1-15, 2013	₱5,161.00 (Exhibit G-5, p. 2; Exhibit MM-3, p. 2)	₱95,161.00 (Exhibit EE-2)	₱2,919.50 (Exhibit G-5, p. 4; Exhibit MM-3, p. 4)	₱92,919.50 (Exhibit CC-2)
	Difference: ₱90,000.00		Difference: ₱90,000.00	
Dec. 16-31, 2013	₱5,016.93 (Exhibit G-6, p. 2; Exhibit NN-3, p. 2)	₱185,016.93 (Exhibit EE-3)	₱1,002.16 (Exhibit G-6, p. 4; Exhibit NN-3, p. 4)	₱181,002.16 (Exhibit CC-3)
	Difference: ₱180,000.00		Difference: ₱180,000.00	
Total overpayment	₱570,000.00		₱570,000.00	

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As seen above, accused Bernardo and De Jesus received equal overpayments for several periods in the total amount of ₱570,000.00 for each of them during the subject payroll periods. Combined, it will result in the amount of ₱1,140,000.00, which is exactly the same as the difference between the total amount credited, as indicated in the subject *Payroll Registers* and *Database Reports*, and the totals arrived at by adding the amounts in the said documents, as they were made to appear. This proves that the discrepancies were caused by the deliberate overpayments made to the respective payroll accounts of accused Bernardo and De Jesus.

On September 26, 2014, Malabon City, represented by Atty. Voltaire C. Dela Cruz, filed with the Office of the Ombudsman a complaint against the herein accused. This eventually led to the filing of the present Informations with the Court.<sup>417</sup>

DISCUSSION

**SB-16-CRM-1264 to 1269**  
**(Violation of Sec. 3(e) of R.A. No. 3019)**

Sec. 3(e) of R.A. No. 3019, provides:

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

X X X

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

<sup>417</sup> Office of the Ombudsman Resolution dated August 26, 2015; Record, Vol. 1, pp. 6-23

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In *Leonardo v. People*,<sup>418</sup> it was held that the elements of the offense are as follows:

The elements of the offense are: (1) the accused must be a public officer discharging administrative, judicial or official functions; (2) he or she must have acted with manifest partiality, evident bad faith or inexcusable negligence; and (3) his or her action caused injury to any party, including the government or giving any party unwarranted benefits, advantage or preference in the discharge of his or her official functions.

*First element*

The first element is present as to accused Casimero, Sebulino and De Jesus. They were public officers at the time material to these cases. Accused Casimero was the Chief of the CHRMDD of Malabon; accused Sebulino was Bookbinder III, also at the CHRMDD; and accused De Jesus was a Mgt. & Audit Analyst I at the Accounting Department of Malabon.

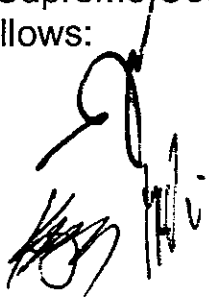
Accused Casimero, as Chief of the CHRMDD, signed the subject *Payroll Registers* and *Database Reports*. Accused Sebulino, as Bookbinder III, used the FINDES to prepare the subject *Payroll Registers* and *Database Reports*, and accused De Jesus, as Mgt. & Audit Analyst I, was assigned to audit payroll registers, and was responsible for checking the completeness of the supporting documents attached to disbursement vouchers. Thus, the acts that the said accused are charged with were performed in the discharge of their respective official functions.

*Second element*

Violation of Sec. 3(e) of R.A. No. 3019 may be committed through manifest partiality, evident bad faith, or gross inexcusable negligence. In *People v. Atienza*,<sup>419</sup> the Supreme Court, citing *Uriarte v. People*,<sup>420</sup> explained these terms as follows:

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<sup>418</sup> G.R. No. 246451, February 3, 2021  
<sup>419</sup> G.R. No. 171671, June 18, 2012  
<sup>420</sup> G.R. No. 169251, December 20, 2006



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The second element provides the different modes by which the crime may be committed, that is, through “manifest partiality,” “evident bad faith,” or “gross inexcusable negligence.” In *Uriarte v. People*, this Court explained that Section 3(e) of RA 3019 may be committed either by *dolo*, as when the accused acted with evident bad faith or manifest partiality, or by *culpa*, as when the accused committed gross inexcusable negligence. There is “manifest partiality” when there is a clear, notorious, or plain inclination or predilection to favor one side or person rather than another. “Evident bad faith” connotes not only bad judgment but also palpably and patently fraudulent and dishonest purpose to do moral obliquity or conscious wrongdoing for some perverse motive or ill will. “Evident bad faith” contemplates a state of mind affirmatively operating with furtive design or with some motive of self-interest or ill will or for ulterior purposes. “Gross inexcusable negligence” refers to negligence characterized by the want of even the slightest care, acting or omitting to act in a situation where there is a duty to act, not inadvertently but willfully and intentionally, with conscious indifference to consequences insofar as other persons may be affected.

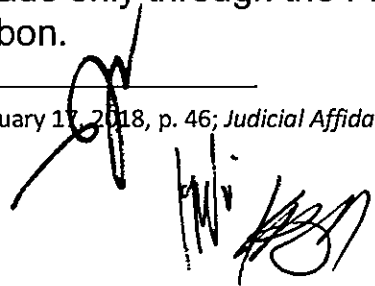
The Court finds that the second element of Violation of Sec. 3(e) of R.A. No. 3019 is present as to accused Sebulino and De Jesus.

At the time material to these cases, accused Sebulino, conspiring with accused De Jesus, used the FINDES to increase the amounts to be credited to the respective payroll accounts of accused De Jesus and Bernardo despite the fact that the latter were not entitled to such increased amounts.

*Accused Sebulino’s participation*

The overpayments were credited to the respective payroll accounts of accused Bernardo and De Jesus with the use of the electronic files generated by the FINDES, and submitted by the City Government of Malabon to the Land Bank, Malabon Branch. At the time material to these cases, the Land Bank, Malabon Branch had no FINDES. It appears that the Land Bank’s system can only access the said electronic files for the purpose of crediting the amounts to the individual payroll accounts, but cannot modify the said electronic files.<sup>421</sup> Hence, the alterations in the said electronic files could have been made only through the FINDES software of the City Government of Malabon.

<sup>421</sup> TSN, January 17, 2018, p. 46; *Judicial Affidavit* dated January 16, 2018, p. 16 (Record, Vol. 2, p. 216)





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Only accused Sebulino could have changed the amounts in the FINDES. From the evidence on record, it appears that accused Sebulino was the only employee in the CHRMDD who was authorized to use the FINDES, which was installed only on one (1) computer—the one assigned to her. Moreover, accused Sebulino was the only one who appears to have known the usernames and passwords for all the accounts that were being used in the FINDES. The evidence shows that on January 6, 2014, Yanga initially could not access the FINDES to secure the audit trails and system logs because none of those present in the CHRMDD knew the password. He was able to access the FINDES and print the *Audit Trail Reports*<sup>422</sup> after Herrera called accused Sebulino, and the latter instructed Herrera to take the piece of paper, containing all the usernames and passwords for the FINDES, from her drawer.

To be sure, the fact that Herrera was able to easily get the piece of paper from the unlocked drawer may suggest that any person could have just taken the said piece of paper from accused Sebulino's drawer and accessed the FINDES. However, as demonstrated by the events in the morning of January 6, 2014, this does not appear to be the case. If it was common knowledge in the CHRMDD that the piece of paper was in accused Sebulino's drawer, there would have been no need for Herrera to call accused Sebulino, and the person or persons who knew that the piece of paper was in the drawer would have just taken it and thereafter, given the passwords to Yanga.

This Court notes accused Sebulino's testimony that another person, a certain Carlota Banzon, had access to the FINDES. According to accused Sebulino, Banzon sometimes helped her enter data into the system. The pertinent portion<sup>423</sup> of the TSN reads:

Q: Sino pong iba ang may access?

A: Dati po alam po nung isa kong kasama yung Carlota Banzon. kaya lang namatay na rin po siya nung magbago hindi ko alam kung 2015 or 16 bago siya nawala.

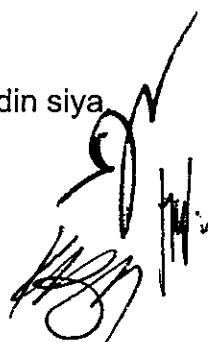
Q: 2016?

A: Siya po dati nakakapag-payroll din siya

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<sup>422</sup> Exhibits J and K

<sup>423</sup> TSN, September 12, 2019, pp. 34-35



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Q: Dalawa po kayo?

A: Opo, dati po.

CHAIRPERSON FERNANDEZ:

Q: Na may access. Kailan po kayo at kailan ho siya ang nag-iinput sa computer?

A: Hindi ko na po matandaan kung kailan.

Q: Pero ano pong pagkakataon, kayo lang po ba at pag-absent kayo siya ang nagpapasok?

A: Minsan po ah tinutulungan lang po ako. Tulungan lang po.

Q: Tulungan lang?

A: Opo.

Q: Pero sino ang may password?

A: Kasi yung password po Ma'am nandon lang po yon Ma'am sa lamesa ko. Nandon lang po siya kahit open po yung drawer. Wala po akong susi kasi tiwala naman po ako sa mga kasama ko don eh.

Q: So sinasabihan mo po si Carlota na kailangan nyo ng tulong niya o basta siya na lang yung umuupc don at gumagawa?

A: Hindi naman po ah parang inassign din siya kasi mahirap po, parang tinutulungan lang ho ako. Pero yung mga ano, kapag po halimbawa sobra na po yung oras ng, kumbaga doon na po yung payroll date, yun po. x x x

From accused Sebulino's testimony, it appears that while Banzon, indeed, used the FINDES to enter data, she did so only occasionally, to help Sebulino at times when the latter had a heavy workload. It does not appear that Banzon's use of the FINDES was of such frequency that she had to be given the passwords so she could use the FINDES at any time, even without accused Sebulino's knowledge and permission. In any event, accused Sebulino did not deny using the FINDES and making the printcuts of the subject *Payroll Registers* and *Database Reports*.

Next, accused Sebulino's act of increasing the amounts to be credited to the respective payroll accounts of accused De Jesus and

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Bernardo was done deliberately, with conscious intent to defraud the government, and not merely a result of an honest mistake in entering the data into the FINDES.

An examination of the pertinent documents would show that for the six (6) payroll periods subject of these cases, only accused De Jesus and Bernardo were consistently given amounts exceeding the amounts they were entitled to. Moreover, for each of the subject payroll periods, the increases in the amounts were the same for accused De Jesus and Bernardo, *i.e.*, each of them received overpayments in the amount of ₱60,000.00 in January and February; ₱90,000.00 in September, November and December 1-15, 2013; and ₱180,000 for the period December 16-31, 2013. Such consistency in the beneficiaries and in the amounts could not have been a result of mere error.

The concealment of the padding of the amounts in the *Payroll Registers* and *Data Base Reports* for January and February<sup>424</sup> further shows that accused Sebulino was conscious of her wrongdoing. The pertinent pages of the said documents containing the correct amounts that should have been credited to the payroll accounts of accused Bernardo and De Jesus are indistinguishable from the rest of the pages, and could only have come from the same source—the FINDES. Accused Sebulino, who was also responsible for making the printouts from the FINDES, was the only one who could have made the concealment by printing two (2) sets of the documents and substituting the pertinent pages.

For her defense, accused Sebulino merely insisted that she could not have committed the offenses charged and conspired with her co-accused because she did not receive overpayments in her payroll account,<sup>425</sup> but this Court is not persuaded.

Accused Sebulino, in essence, argues that she could not have made the alterations in the FINDES which resulted in overpayments being credited to the payroll accounts of accused De Jesus and Bernardo because she had no motive for doing so. In *People v. Zeta*,<sup>426</sup> it was held that motive gains importance only when the identity

<sup>424</sup> Pages 3 and 8 of Exhibits G, G-2, II-3 and JJ-3

<sup>425</sup> *Judicial Affidavit* dated August 20, 2019, pp. 2-3 (Record, Vol. 4, pp. 215-216)

<sup>426</sup> G.R. No. 178541, March 27, 2008

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of the culprit is doubtful. Where an accused is satisfactorily identified as the perpetrator of the crime, motive is immaterial. *Viz.:*

Lack of motive does not preclude conviction when the crime and the participation of the accused in the crime are definitely shown, particularly when we consider that it is a matter of judicial knowledge that persons have killed or committed serious offenses for no reason at all. Motive gains importance only when the identity of the culprit is doubtful. Where a reliable eyewitness has fully and satisfactorily identified the accused as the perpetrator of the felony, motive becomes immaterial to the successful prosecution of a criminal case.  
x x x

Here, no witness identified accused Sebulino as the one who used the FINDES to increase the amounts to be given to accused De Jesus and Bernardo. However, as previously discussed, the circumstances proved by the prosecution's evidence would show that accused Sebulino was the only one who could have done so. There being no doubt as to the identity of the culprit, the fact that she was not one of the beneficiaries of the payroll padding is irrelevant.

*Accused De Jesus' participation*

Her Performance Evaluation Report would show that accused De Jesus was responsible for checking the disbursement vouchers as to completeness of supporting documents and the correctness of the computation.<sup>427</sup> Moreover, Goboy, her superior, testified that accused De Jesus was also assigned to audit the payroll registers.<sup>428</sup> These functions were performed to ensure that the amounts to be credited to the payroll accounts of the officials and employees of the City Government of Malabon, as well as the amounts to be disbursed from public funds, are correct.

As previously discussed, Goboy signed the portion stating "PRE-AUDITED" notwithstanding the fact that no pre-audit was actually conducted, and despite not having actually seen the *Payroll Registers* and *Database Reports*, after accused De Jesus and Bernardo assured Goboy that they will post-audit the said documents and will later inform Goboy if adjustments are necessary. Considering that the payroll padding was discovered only by chance, when Elisan noticed some erasures while she was going through the *Database Report* dated

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<sup>427</sup> Exhibit C-2

<sup>428</sup> *Judicial Affidavit* dated February 5, 2018, p. 8 (Record, Vol. 2, p. 404)

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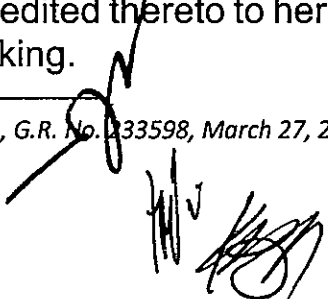
December 26, 2013, it is clear that accused De Jesus not only failed to pre-audit the said documents, but also failed to subsequently check the same. Had the said documents been checked, the erasures in the documents pertaining to the payroll periods September 16-30, 2013, November 1-15, 2013, December 1-15, 2013, and December 16-31, 2013 certainly would have been noticed. More importantly, accused De Jesus had possession of the Payroll Registers and the Data Base Reports before they were submitted to Land Bank, Malabon Branch, and she benefitted from the falsifications made in her salary. The absence of direct proof that De Jesus was the author of the falsification, i.e., the erasures, is of no moment. The rule is: whenever a person had in his or her possession falsified documents and uttered or used the same for his or her advantage and benefit, the presumption that he or she authored it arises.<sup>429</sup>

Had accused De Jesus not been one of the beneficiaries of the payroll padding scheme, her seeming nonchalance as to whether or not the amounts in the said documents are correct would amount to gross inexcusable negligence, or negligence “characterized by the want of even the slightest care, acting or omitting to act in a situation where there is a duty to act, not inadvertently but willfully and intentionally, with conscious indifference to consequences insofar as other persons may be affected.” Considering that accused De Jesus was in fact one of the beneficiaries of the payroll padding scheme, it is not at all hard to imagine why she failed to perform her duties. The presumption that she authored the falsification also arises.

For her defense, accused De Jesus merely denied committing the crimes charged and conspiring with her co-accused, and claimed that she had no knowledge about the overpayments credited to her payroll account because she had no access to the said account. According to her, she pawned her ATM card to accused Bernardo, who was in possession of the same since 2010. The Court is unconvinced.

As earlier discussed, accused De Jesus had been remiss in the performance of her duties. Furthermore, even if the Court were to believe her uncorroborated claim that her ATM card was in accused Bernardo’s possession since 2010, the prosecution was able to convincingly prove that contrary to her claim, accused De Jesus had access to her payroll account, and was able to transfer the overpayments credited thereto to her other account with the Land Bank using online banking.

<sup>429</sup> *Desmoparan v. People*, G.R. No. 133598, March 27, 2019



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The bank statements<sup>430</sup> for ATM Savings Account No. 0657-0081-68—the payroll account of accused De Jesus—would show that shortly after the overpayments were credited to accused De Jesus' payroll account, fund transfers for large amounts were made by online banking through LandBank iAccess. And on other occasions, fund transfers of smaller amounts were also made online through LandBank iAccess after payroll credits of smaller amounts were made. *Viz.:*<sup>431</sup>

PERIOD COVERED: JAN. 10, 2013 – APR. 10, 2013

xxx xxx xxx				
0130	CMPYRL (Exhibit DD-1)		60,420.65	60,444.80
0130	IBNKSC	8,300.00		52,144.80
0130	IAFTDM	50,000.00		2,144.80
xxx xxx xxx				
0204	IAFTDM	2,000.00		133.80
0214	CMPYRL(Exhibit DD-1-a)		63,039.50	63,173.30
0214	BNETWDL	8,100.00		55,073.30
0214	IAFTDM	55,000.00		73.30

xxx xxx xxx

PERIOD COVERED: JUL. 10, 2013 – OCT. 10, 2013

xxx xxx xxx				
0814	CMPYRL		6,129.50	6,215.51
0814	IAFTDM	2,200.00		4,215.51
0815	ATMWDL	4,000.00		15.51
0829	CMPYRL		1,904.07	1,919.58
0829	IAFTDM	1,800.00		119.58
xxx xxx xxx				
0930	CMPYRL (Exhibit DD-3-a)		91,904.07	91,962.15
0930	IAFTDM	7,000.00		84,962.15
0930	IAFTDM	80,000.00		4,962.15

xxx xxx xxx

PERIOD COVERED: OCT. 10, 2013 – JAN. 12, 2014

xxx xxx xxx				
1114	CMPYRL (Exhibit CC-1)		90,544.50	90,580.32
1114	IAFTDM	88,000.00		2,580.32
1115	BNETWDL	2,500.00		80.32
xxx xxx xxx				
1203	IAFTDM	600.00		150.33
xxx xxx xxx				
1213	CMPYRL		10,000.00	10,149.33
1213	CMPYRL(Exhibit CC-2)		92,919.50	103,068.83
1213	IAFTDM	90,000.00		13,068.83
1216	IAFTDM	10,000.00		3,068.83
1217	IAFTDM	2,500.00		568.83
1218	IAFTDM	400.00		168.83
1226	CMPYRL (Exhibit CC-3)		181,002.16	181,170.99
1226	IAFTDM	175,000.00		6,170.99

<sup>430</sup> Exhibits CC and DD

<sup>431</sup> CMPYRL means credit memo payroll, or money coming from the employer; IAFTDM means iAccess fund transfer debit memo, or the withdrawal of funds or transfer of funds using online banking (TSN, March 5, 2020, p. 40)

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The transfers were not made to accused Bernardo's payroll account because none of the said amounts appeared in the bank statements<sup>432</sup> for accused Bernardo's payroll account.

The *LandBank Phone Access/i-Access Enrollment and Maintenance Agreement Form* dated November 15, 2012,<sup>433</sup> which was accomplished by accused De Jesus and approved by the bank, shows that she enrolled Account No. 0657-0081-68—her payroll account—for internet access. In the same form, Account No. 0656-0519-14 was enrolled as a destination account for fund transfer.

Melanie B. Atabay, Branch Head of the Land Bank, Malabon Branch, testified that some of the requirements for applying for Land Bank iAccess were an ID and the personal appearance of the applicant.<sup>434</sup> That the said form dated November 15, 2012 was approved by the bank means that accused De Jesus accomplished and signed the said form, went to the bank, and personally submitted the same. Thus, accused De Jesus could not have been ignorant about being able to transfer funds through Land Bank iAccess.

Atabay also testified that fund transfers using online banking can only be made to enrolled accounts, pertaining to the accounts indicated in the application for iAccess. As shown in accused De Jesus' application for iAccess, only one account was enrolled as a destination account for fund transfer—Account No. 0656-0519-14. The bank statement<sup>435</sup> for the said account shows that it also belongs to accused De Jesus. Therefore, the fund transfers from accused De Jesus' payroll accounts could have been made only to her other account with the Land Bank.


In fine, accused De Jesus failed to show that she had no knowledge of the overpayments that were credited to her payroll account. She also failed to prove that she did not actually receive the said overpayments.

*Accused Casimero's participation in furtherance of the conspiracy was not proved beyond reasonable doubt.*

  
432 Exhibits EE and FF

433 Exhibit KK (rebuttal)

434 TSN, March 5, 2020, pp. 37-39

435 Exhibit TT  


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The prosecution failed to prove beyond reasonable doubt accused Casimero's participation in the payroll padding scheme. There is nothing in the evidence on record that would prove that he had access to the FINDES, or that he ordered the reinstallation of the FINDES to destroy evidence of the crime. His only participation with respect to the subject documents was to certify the correctness of the same.

The prosecution failed to convincingly prove that accused Casimero had access to the FINDES. Prosecution witnesses Soco and Yanga testified that accused Casimero had access to the FINDES. However, it appears that they merely presumed that accused Casimero had access because he was the Chief of the CHRMD.

In his Affidavit dated January 24, 2014, Yanga claimed that accused Casimero had access to the FINDES. The pertinent portion of his Affidavit reads:

4. Based on the investigation I conducted, especially when MISD was trying to open the payroll system to print the audit trail of Landbank Payroll System, I discovered that only two persons know the password for the payroll system and they are Magdalena U. Sibulino [sic] and maybe Edgar R. Casimero as department head. Sibulino [sic] has the password as the encoder of the payroll system.

(emphasis and underscoring supplied)

As shown in Yanga's Affidavit, he was not sure if accused Casimero actually knew the password for the FINDES. He merely presumed that accused Casimero knew the same because he was the department head. The pertinent portion<sup>436</sup> of the TSN confirms that Yanga did not actually know who had the password for the FINDES. To wit:

Q But would you know how many persons know the password?

A No, your Honors.

Q You said this Ms. Edith Herrera, who is this Ms. Edith Herrera?

A She is from HR.

Q What position was she holding then?

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<sup>436</sup> TSN, April 24, 2018, pp. 43-44



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A She is more Liason [sic] Officer for GSIS, and she holds the leave credits.

Q Was she the one who decided to call Ms. Sebulino?

A Yes, your Honors.

Q Who gave her the authority to ask for the password from Ms. Sebulino?

A I cannot remember, your Honors.

Q So you mean at that time that you were there, there was no else [sic] who knew the passwords of the system?

A "Yes your Honors, nung naghahanap pc kami hindi namin ma-access young FINDES, sabi namin kailangan namin ng password, tinawagan nya [sic], tapos may nakuhang papel sa drawer binigay sa amin, na-access naming [sic] yung system."

Q So you were present when they were able to get that piece of paper?

A Yes, your Honors.

Q Where was that piece of paper place [sic], inside the drawer, which portion of the drawer?

A I cannot remember, your Honors.

Q But you saw it?

A Yes, your Honors.

(underscoring supplied)

Similarly, the pertinent portion<sup>437</sup> of Soco's Judicial Affidavit reads:

Q46: Do you know who are the person or persons who have access to the said system?

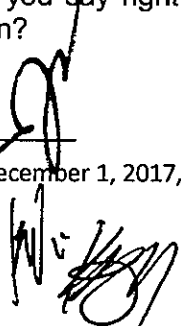
A46: Yes.

Q47: Who are they?

A47: Right now, it is only the Head of Management Information System Division (MISD) who have access to FINDES system.

Q48: Why did you say right now, was there any different arrangement back then?

<sup>437</sup> Judicial Affidavit dated December 1, 2017, pp. 10-11 (Record, Vol. 1, pp. 397-398)



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A48: Yes. Prior to this current arrangement, it is the payroll encoder and the Head of the HRMDD who has access to FINDES system. It was only changed recently when the payroll padding was discovered.

Q49: Who are the head of HRMDD and the payroll encoder back in 2013, if you can recall?

A49: It is Mr. Edgardo Casimero and Magdalena U. Sebulino.

Accused Casimero claimed that he did not know the password because he was not physically present in the CHRMDD from 2010 to 2012. At that time, he was transferred to other offices, and was able to reassume his office only in January 2013.<sup>438</sup> This was corroborated by accused Sebulino.<sup>439</sup> But accused Casimero's claim is immaterial because the subject matter of these cases are the payrolls from January 2013 to December 2013.

To be sure, three (3) different user IDs or usernames were used for the FINDES, namely, ADMIN02, HRMD1, and HRMD2,<sup>440</sup> but the evidence on record shows that each username does not pertain to a specific official or employee of the CHRMDD. Yanga's testimony would show that the usernames and the corresponding passwords, which were all contained in the small piece of paper taken from accused Sebulino's drawer, pertained to the different classifications of employees. The pertinent portions<sup>441</sup> of the TSN read:

Q What is HRMD2, sino yan?

A *"HRMD1 and HRMD2 saka yung ADMIN02 na account, nung hindi namin ma access yung system, tinawagan ni Edith Herrera si Magdalen Sebulino, nagkausap sila tapos kinuha ung maliit na papel, nakasulat dun yung account name, username at password bearing HRMD1 username password, HRMD2 username saka yung password nun, saka yung ADMIN02 saka yung password".*

X X X

Q You tell us more about the USER ID, who is given a USER ID and what is a USER ID for?

A *"USER ID yung HRMD2 at HRMD1 ginagamit sa pag gawa ng cash card para sa mga job orders; yung ADMIN02 po, ito*

<sup>438</sup> Judicial Affidavit dated February 4, 2019, pp. 11-12 (Record, Vol. 4, pp. 129-130)

<sup>439</sup> TSN, September 12, 2019, p. 25

<sup>440</sup> Exhibits J and K

<sup>441</sup> TSN, April 24, 2018, pp. 29-30, 37

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*po yung ginagamit nilang account para sa paggawa ng payroll ng regular at casual”.*

No witness was presented to show that accused Casimero was actually given the password, or that he actually accessed the FINDES.

Next, as for the reinstallation of the FINDES and the consequent deletion of the files in accused Sebulino’s computer, this Court finds that the prosecution also failed to prove that the same was done upon the orders of accused Casimero.

Prosecution witness Yanga testified that he was present when accused Casimero said, *“Ipatawag mo si Dayo, ipa-ayos ang FINDES.”*<sup>442</sup> But such utterance cannot be taken as ordering the reinstallation of the FINDES. Yanga’s testimony sheds light on the events that led to accused Casimero making such utterance. The pertinent portion of the TSN reads:

Q And what happen [sic] before Mr. Casimero made that statement, what occurred that made Mr. Casimero decides [sic] to ask LandBank or Mr. Dayo to fix the FINDES?

A *“Your Honors magkakaran na kasi ng payroll preparation, lumapit ako sa kanya, kay Mr. Casimero na may problema ang username at password, kailangan magpa create po ng account sa LandBank para magamit ulit yung system”.*

Q You were the one who suggested to him that there is a need to create a new account?

A *“Yes your Honors, because sa payroll preparation hindi nila magagamit yung system kasi ang account na nageexist yung HRMD1 HRMD2 saka yung admin02”.*

Q Actually they can use those accounts except that the passwords are known to other people is that correct?

A *“Pwede nilang gamitin, pero compromise na yun kasi under investigation, kaya kailangan ng mag-create ng bago”.*

Accused Casimero’s utterance appears to have been made after Yanga suggested that they create new accounts for the FINDES because the existing accounts were under investigation. Moreover, it appears that accused Casimero did not directly talk to “Dayo,” referring

<sup>442</sup> Exhibit M; TSN, April 24, 2018, pp. 41-42

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to Dario M. Viado, then an employee of the Land Bank, Malabon Branch. Rather, accused Casimero instructed his subordinates to coordinate with the Land Bank to fix the FINDES.<sup>443</sup> Even Viado did not know who in particular made the request for the reinstallation of the FINDES. According to him, someone from the CHRMD made the request and the Branch Manager instructed him to reinstall the FINDES.<sup>444</sup> The prosecution did not present the employee from the CHRMD who actually called the manager or personnel of Land Bank. Neither did it present the Branch Manager who gave the instructions to Viado. This Court cannot speculate as to what the actual instructions were, and the identity of the person who gave the instructions.

In any event, assuming that the instruction to Viado was indeed to reinstall the FINDES, the unfortunate loss of the data was not a necessary consequence thereof. Viado, who was in charge of the installation and maintenance of the FINDES installed on the client's computer, should have known that reinstalling the FINDES will delete the existing files, and hence, he should have copied the said files before reinstalling the FINDES. In fine, the loss of the data was not caused by the reinstallation of the FINDES *per se*, or accused Casimero's orders, but by Viado's failure to make copies of the files before reinstalling the FINDES.

It appears that accused Casimero's only participation in the *Payroll Registers* and *Database Reports* was affixing his signature to the said documents. However, this does not appear to have been done in furtherance of the payroll padding scheme. In *Magsuci v. Sandiganbayan*,<sup>445</sup> citing *Arias v. Sandiganbayan*,<sup>446</sup> it was held:

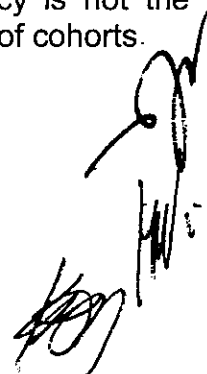
Fairly evident, however, is the fact that the actions taken by Magsuci involved the very functions he had to discharge in the performance of his official duties. There has been no intimation at all that he had foreknowledge of any irregularity committed by either or both Engr. Enriquez and Ancla. Petitioner might have indeed been lax and administratively remiss in placing too much reliance on the official reports submitted by his subordinate (Engineer Enriquez), but for conspiracy to exist, it is essential that there must be a conscious design to commit an offense. Conspiracy is not the product of negligence but of intentionality on the part of cohorts.

<sup>443</sup> TSN, May 22, 2019, pp. 12-13

<sup>444</sup> TSN, January 17, 2018, p. 29

<sup>445</sup> G.R. No. L-101545, January 3, 1995

<sup>446</sup> G.R. Nos. 81563 and 82512, December 19, 1989

A handwritten signature in black ink, appearing to be a stylized name, possibly 'Magsuci', written over a horizontal line.

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In *Arias vs. Sandiganbayan*, this court, aware of the dire consequences that a different rule could bring, has aptly concluded:

We would be setting a bad precedent if a head of office plagued by all too common problems—dishonest or negligent subordinates, overwork, multiple assignments or positions, or plain incompetence—is suddenly swept into a conspiracy conviction simply because he did not personally examine every single detail, painstakingly trace every step from inception, and investigate the motives of every person involved in a transaction before affixing his signature as the final approving authority.

xxx xxx xxx

x x x. All heads of offices have to rely to a reasonable extent on their subordinates and on the good faith of those who prepare bids, purchase supplies, or enter into negotiations, x x x. There has to be some added reason why he should examine each voucher in such detail. Any executive head of even small government agencies or commissions can attest to the volume of papers that must be signed. There are hundreds of documents, letters, memoranda, vouchers, and supporting papers that routinely pass through his hands. The number in bigger offices or departments is even more appalling.

We are not unaware of an observation made by this Court in *People vs. Rodis* to the effect that a person may be so held liable as a co-principal if he, by an act of reckless imprudence, has brought about the commission of estafa through falsification, or malversation through falsification, without which (reckless negligence) the crime could not have been accomplished. When, however, that infraction consists in the reliance in good faith, *albeit* misplaced, by a head of office on a subordinate upon whom the primary responsibility rests, absent a clear case of conspiracy, the *Arias doctrine* must be held to prevail.

The ruling in *Arias* and in *Magsuci* may also apply to accused Casimero. As will be later discussed, there was a conspiracy between accused Sebulino and De Jesus, but there is nothing in the evidence on record that would show that accused Casimero was also a conspirator.

According to accused Casimero, before the payroll reached him for his signature, it had already passed through several members of his staff, so he presumed that it was regularly prepared.<sup>447</sup> Indeed, as previously discussed, after accused Sebulino made the printouts of the payroll registers and database reports, another employee checked the same. This Court notes that Soco, one of those responsible for checking the said documents, testified that she did not check the *Payroll Registers* and *Database Reports* subject of these cases

<sup>447</sup> Judicial Affidavit dated February 4, 2019, pp. 5-6 (Record, Vol. 4, pp. 123-124)

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However, she testified that the initials of a certain Marie, another assistant, appear in the said documents, indicating that Marie had already checked the same.<sup>448</sup>

This Court finds that there was nothing in the subject *Payroll Registers* and *Database Reports* that should have prompted accused Casimero to examine in detail the said documents. As previously discussed, the padding in the documents for January and February was effectively concealed. Even if accused Casimero went through each and every entry therein—more than 1,000 for each document—he would not have detected the padding in the amounts to be credited to the payroll accounts of accused Bernardo and De Jesus. On the other hand, for the documents for September, November and December, the erasures should have prompted him to check the entries in the FINDES. However, although it is clear that the erasures were already there by the time the documents were transmitted to the Land Bank, Malabon Branch, there is no proof that the erasures were already there when accused Casimero received the said documents for his signature.

There being no evidence showing that accused Casimero had knowledge of the payroll padding scheme of his co-accused, or his participation therein, his only infraction was his misplaced reliance on his subordinates who prepared and checked the subject documents.

### *Conspiracy*

Conspiracy takes two (2) forms—the express form and the implied form. In *Macapagal-Arroyo v. People*,<sup>449</sup> the Supreme Court explained that the express form requires proof of an actual agreement among the co-conspirators to commit the crime, while the implied form is proved through the mode and manner of the commission of the offense, or from the acts of the accused, pointing to a joint purpose, a concert of action and a community of interest. *Viz.:*

We also stress that the community of design to commit an offense must be a conscious one. Conspiracy transcends mere companionship, and mere presence at the scene of the crime does not in itself amount to conspiracy. Even knowledge of, or acquiescence in, or agreement to cooperate is not enough to

<sup>448</sup> TSN, January 29, 2018, pp. 22-27

<sup>449</sup> G.R. Nos. 220598 and 220953, July 19, 2016

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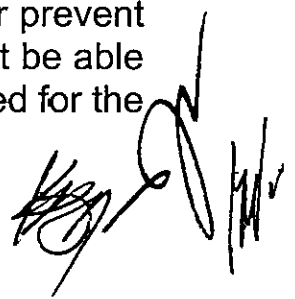
constitute one a party to a conspiracy, absent any active participation in the commission of the crime with a view to the furtherance of the common design and purpose. Hence, conspiracy must be established, not by conjecture, but by positive and conclusive evidence.

In terms of proving its existence, conspiracy takes two forms. The first is the express form, which requires proof of an actual agreement among all the co-conspirators to commit the crime. However, conspiracies are not always shown to have been expressly agreed upon. Thus, we have the second form, the implied conspiracy. An implied conspiracy exists when two or more persons are shown to have aimed by their acts towards the accomplishment of the same unlawful object, each doing a part so that their combined acts, though apparently independent, were in fact connected and cooperative, indicating closeness of personal association and a concurrence of sentiment. Implied conspiracy is proved through the mode and manner of the commission of the offense, or from the acts of the accused before, during and after the commission of the crime indubitably pointing to a joint purpose, a concert of action and a community of interest.

There is no proof of the actual agreement between accused Sebulino and De Jesus to perpetrate the payroll padding scheme, but the prosecution was able to prove beyond reasonable doubt the existence of an implied conspiracy, as shown by the respective acts and omissions of the said accused, which were connected and cooperative, with the objective of defrauding the government by allowing accused De Jesus and Bernardo to receive, from public funds, amounts that were way beyond the amounts they were entitled to.

The respective acts and omissions of accused Sebulino and De Jesus were coordinated and cooperative. For each of the subject payroll periods, accused Sebulino altered the data in the FINDES, and thereafter generated the electronic file, and printed the corresponding *Payroll Register* and/or *Database Report*. The three (3) aforementioned outputs from the FINDES were somehow released from the CHRMD without the alterations being detected, and eventually reached the Accounting Department, where accused De Jesus was assigned.

Accused De Jesus, knowing about the alterations in the electronic file, deliberately failed to perform her duties, which would have detected the alterations in the electronic file. To further prevent detection, she made sure that Goboy, her superior, would not be able to actually check the said documents. Whenever Goboy asked for the

A handwritten signature in black ink, appearing to be a stylized name, possibly 'Goboy' or similar, located in the bottom right corner of the page.

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Payroll Register and/or Database Report, instead of taking steps to secure the same, accused De Jesus assured Goboy that the documents will just be post-audited and she will be informed if adjustments are necessary. Accused De Jesus also assured Goboy that the documents will be attached to the *Disbursement Voucher* prior to transmitting the same to Land Bank, Malabon Branch.

Had accused De Jesus not prevented Goboy from checking the said documents, Goboy would have detected the irregularities therein and the payroll padding scheme would have been discovered because: a) the amounts to be credited to the accounts of de Jesus and Bernardo would have been too big to go unnoticed; b) the erasures to conceal the payroll padding would have been noticed indicating that the amounts for the salaries of De Jesus and Bernardo are different from the amounts in the electronic file; and, c) even if the erasures were not noticed, the sum of the individual amounts would have been less than the total amount indicated in the last page of the *Payroll Register and/or Database Report*.

The concerted acts and omissions of accused Sebulino and De Jesus ensured that the altered electronic files reached the Land Bank, Malabon Branch, without the alterations being detected. There is no doubt that their respective acts and omissions, combined, were patently fraudulent, or tainted with evident bad faith.

*Third element*

Violation of Sec. 3(e) of R.A. No. 3019 may be committed (1) by causing undue injury to any party, including the Government; or (2) by giving any private party unwarranted benefit, advantage or preference. In *Uriarte v. People*,<sup>450</sup> the Supreme Court explained the terms “undue injury” and “unwarranted benefit, advantage or preference” as follows:

x x x. In jurisprudence, “undue injury” is consistently interpreted as “actual damage.” *Undue* has been defined as more than necessary, not proper, or illegal; and *injury* as any wrong or damage done to another, either in his person, rights, reputation or property, that is, the invasion of any legally protected interest of another. On the other hand, in *Gallego v. Sandiganbayan*, the Court ruled that *unwarranted* means lacking adequate or official support; unjustified; unauthorized; or without justification or adequate reasons. *Advantage* means a more favorable or improved position or condition; benefit or gain of any kind; benefit from course of action. *Preference* signifies priority

<sup>450</sup> G.R. No. 169251, December 20, 2006



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or higher evaluation or desirability; choice or estimation above another.

The concerted acts and omissions of accused Sebulino and De Jesus, done in furtherance of the payroll padding scheme, both caused undue injury to the City of Malabon, and gave unwarranted benefits to accused De Jesus and Bernardo.

As previously discussed, the payroll padding scheme resulted in the City of Malabon being defrauded in the total amount of ₱1,140,000.00, broken down as follows:

Payroll Period	Amount
January 16-31, 2013	₱120,000.00
February 1-15, 2013	₱120,000.00
September 16-30, 2013	₱180,000.00
November 1-15, 2013	₱180,000.00
December 1-15, 2013	₱180,000.00
December 16-31, 2013	₱360,000.00

The said amounts also represent the overpayments made to accused Bernardo and De Jesus. There was no justification for giving them the said amounts because such amounts were in excess of the amounts which they were entitled to. Were it not for the respective acts and omissions of accused Sebulino and De Jesus, accused De Jesus and Bernardo would not have been given the said amounts.

**SB-16-CRM-1270 to 1275  
(Estafa Thru Falsification)**

In SB-16-CRM-1270 to 1275, accused Casimero, Sebulino, De Jesus, and Bernardo are charged with “Estafa Thru Falsification under Article 315 in relation to Article 172 of the Revised Penal Code.” Art. 315 of the Revised Penal Code (RPC), as amended by Republic Act No. 10951 (R.A. No. 10951)<sup>451</sup> provides:

**Art. 315. Swindling (estafa).** – Any person who shall defraud another by any of the means mentioned hereinbelow shall be punished by:

1st. The penalty of *prisión correccional* in its maximum period to *prisión mayor* in its minimum period, if the amount of the fraud is over Two Million Four Hundred Thousand Pesos (P2,400,000) but does not exceed Four Million Four Hundred Thousand Pesos (P4,400,000), and if such

<sup>451</sup> R.A. No. 10951. Sec. 100. *Retroactive Effect.* – This Act shall have retroactive effect to the extent that it is favorable to the accused or the person serving sentence by final judgment.

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amount exceeds the latter sum, the penalty provided in this paragraph shall be imposed in its maximum period, adding one year for each additional Two Million Pesos (P2,000,000); but the total penalty which may be imposed shall not exceed twenty years. In such cases, and in connection with the accessory penalties which may be imposed and for the purpose of the other provisions of this Code, the penalty shall be termed *prisión mayor* or *reclusion temporal*, as the case may be.

2nd. The penalty of *prisión correccional* in its minimum and medium periods, if the amount of the fraud is over One Million Two Hundred Thousand Pesos (P1,200,000) but does not exceed Two Million Four Hundred Thousand Pesos (P2,400,000).

3rd. The penalty of *arresto mayor* in its maximum period to *prisión correccional* in its minimum period, if such amount is over Forty Thousand Pesos (P40,000) but does not exceed One Million Two Hundred Thousand Pesos (P1,200,000).

4th. By *arresto mayor* in its medium and maximum periods, if such amount does not exceed Forty Thousand Pesos (P40,000): *Provided*, That in the four cases mentioned, the fraud be committed by any of the following means:

1. x x x

2. By means of any of the following false pretenses or fraudulent acts executed prior to or simultaneously with the commission of the fraud:

(a) By using fictitious name, or falsely pretending to possess power, influence, qualifications, property, credit, agency, business or imaginary transactions, or by means of other similar deceits.

x x x

On the other hand, Art. 172 of the RPC provides:

**Art. 172. Falsification by private individuals and use of falsified documents.** – The penalty of *prision correccional* in its medium and maximum periods and a fine of not more than 5,000 pesos shall be imposed upon:

1. Any private individual who shall commit any of the falsifications enumerated in the next preceding Article in any public or official document or letter of exchange or any other kind of commercial document; and
2. Any person who, to the damage of a third party, or with the intent to cause such damage, shall in any private document commit any of the acts of falsification enumerated in the next preceding Article.

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Any person who shall knowingly introduce in evidence in any judicial proceeding or to the damage of another or who, with the intent to cause such damage, shall use any of the false documents embraced in the next preceding Article, or in any of the foregoing subdivisions of this Article, shall be punished by the penalty next lower in degree.

Although the Informations indicate that the accused are being charged with Estafa thru Falsification under Art. 172 of the RPC, an examination of the allegations in the six (6) Informations would show that the same constitute the crime of Estafa thru Falsification under Art. 171 of the RPC. In *People v. Ursua*,<sup>452</sup> it was held that while it is necessary to indicate the offense charged in the Information to avoid surprise on the accused, it is the allegation of facts constituting the crime charged in the Information, not the title or designation of the offense, that controls. *Viz.:*

Concededly, the failure to designate the offense by statute, or to mention the specific provision penalizing the act, or an erroneous specification of the law violated, does not vitiate the information if the facts alleged clearly recite the facts constituting the crime charged, for what controls is not the title of the information or the designation of the offense, but the actual facts recited in the information. It bears emphasis, however, that the designation in the information of the specific statute violated is imperative to avoid surprise on the accused and to afford him the opportunity to prepare his defense accordingly. x x x

Art. 171 of the RPC provides:

**Art. 171. Falsification by public officer, employee or notary or ecclesiastical minister.** – The penalty of *prision mayor* and a fine not to exceed 5,000 pesos shall be imposed upon any public officer, employee, or notary who, taking advantage of his official position, shall falsify a document by committing any of the following acts:

1. Counterfeiting or imitating any handwriting, signature or rubric;
2. Causing it to appear that persons have participated in any act or proceeding when they did not in fact so participate;
3. Attributing to persons who have participated in an act or proceeding statements other than those in fact made by them;
4. Making untruthful statements in a narration of facts;

<sup>452</sup> G.R. No. 218575, October 4, 2017

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5. Altering true dates;
6. Making any alteration or intercalation in a genuine document which changes its meaning;
7. Issuing in an authenticated form a document purporting to be a copy of an original document when no such original exists, or including in such a copy a statement contrary to, or different from, that of the genuine original; or
8. Intercalating any instrument or note relative to the issuance thereof in a protocol, registry, or official book.

The same penalty shall be imposed upon any ecclesiastical minister who shall commit any of the offenses enumerated in the preceding Paragraphs of this Article, with respect to any record or document of such character that its falsification may affect the civil status of persons.

In *Escobar v. People*,<sup>453</sup> it was held that the following are the elements of Estafa by means of deceit under Article 315, par. 2(a) of the RPC:

- a. There must be a *false pretense, fraudulent act or fraudulent means*.
- b. Such false pretense, fraudulent act or fraudulent means must be made or executed *prior to or simultaneously with the commission* of the fraud.
- c. The offended party *must have relied* on the false pretense, fraudulent act, or fraudulent means, that is, he was induced to part with his money or property because of the false pretense, fraudulent act, or fraudulent means.
- d. As a result thereof, the offended party suffered damage.

The Court finds that the prosecution proved beyond reasonable doubt all the elements of Estafa by means of deceit, thru Falsification under Art. 171, par. 6 of the RPC, as to accused Sebulino and De Jesus.

As previously discussed, during the six (6) subject payroll periods, accused Sebulino conspired with accused De Jesus to defraud the City

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<sup>453</sup> G.R. No. 205576, November 20, 2017

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Government of Malabon by falsifying the documents generated by the FINDES. Such falsification falls under par. 6 of Art. 171 of the RPC, i.e., making any alteration or intercalation in a genuine document which changes its meaning. In *Garcia v. Court of Appeals*,<sup>454</sup> it was held that the elements of falsification under the said provision are as follows:

The elements of the crime of falsification under Article 171 (6) of the Revised Penal Code are: (1) that there be an alteration (change) or intercalation (insertion) on a document; (2) that it was made on a genuine document; (3) that the alteration or intercalation has changed the meaning of the document; and (4) that the changes made the document speak something false. x x x

Accused Sebulino, taking advantage of her official position and carrying out her part in the payroll padding scheme, used the FINDES to alter the amounts to be credited to the payroll accounts of accused De Jesus and Bernardo. The changes were made on genuine documents, i.e., the electronic files that were submitted to the Land Bank, Malabon Branch, as shown by the totals in the *Payroll Registers* and *Database Reports*. The Branch Validation Reports of the Land Bank, Malabon Branch would show that the contents of the printouts and of the electronic files are the same.

The alterations made by accused Sebulino on the electronic files changed the meaning of the said electronic documents by making it appear that accused De Jesus and Bernardo were entitled to the altered amounts, which is false because the amounts that accused De Jesus and Bernardo were entitled to, as seen in the altered entries in the *Payroll Registers* and *Database Reports*, were significantly smaller.

The fraudulent means, i.e., the falsification of the electronic files, was executed prior to the commission of the fraud. Relying on the fraudulent means, the City of Malabon was induced to part with the total amount of ₱1,140,000.00, which was the total amount of overpayments made to the respective payroll accounts of accused Bernardo and De Jesus during the subject payroll periods. As a result of the fraudulent means, the City of Malabon suffered damage in the total amount of ₱1,140,000.00.

As previously discussed for Violation of Sec. 3(e) of R.A. No. 3019, there is no evidence to show accused Casimero's participation in furtherance of the conspiracy to defraud the City of Malabon. At

<sup>454</sup> G.R. No. 128213, December 13, 2005

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most, he can be held liable as an accessory,<sup>455</sup> had it been convincingly proved that he ordered Viado to reinstall the FINDES to destroy evidence of the commission of the crime. But as previously discussed, the prosecution failed to prove that accused Casimero ordered the reinstallation of the FINDES. Furthermore, even assuming that accused Casimero, indeed, ordered the reinstallation of the FINDES, the loss of the files could have been averted had Viado made copies of the files before reinstalling the FINDES.

*Accused De Jesus can be held liable for falsification even if it was only accused Sebulino who made the alterations in the FINDES*

As previously discussed, accused Sebulino and De Jesus conspired with each other to defraud the City of Malabon by perpetrating the payroll padding scheme. In *People v. Go*,<sup>456</sup> the Supreme Court, citing *People v. Peralta*,<sup>457</sup> discussed the nature and principles governing conspiracy. To wit:

In this regard, this Court's disquisition in the early case of *People v. Peralta* as to the nature of and the principles governing conspiracy, as construed under Philippine jurisdiction, is instructive. to wit:

... A conspiracy exists when two or more persons come to an agreement concerning the commission of a felony and decide to commit it. Generally, conspiracy is not a crime except when the law specifically provides a penalty therefor as in treason, rebellion and sedition. The crime of conspiracy known to the common law is not an indictable offense in the Philippines. An agreement to commit a crime is a reprehensible act from the view-point of morality, but as long as the conspirators do not perform overt acts in furtherance of their malevolent design, the sovereignty of the State is not outraged and the tranquility of the public remains undisturbed. However, **when in resolute execution of a common scheme, a felony is committed by two or more malefactors, the existence of a conspiracy assumes pivotal importance in the determination of the liability of the perpetrators.** In stressing the significance of conspiracy in criminal law, this Court in *U.S. vs. Infante and Barreto* opined that

While it is true that the penalties cannot be imposed for the mere act of conspiring to commit a crime unless the statute specifically

<sup>455</sup> *Revised Penal Code. Art. 19. Accessories.* – Accessories are those who, having knowledge of the commission of the crime, and without having participated therein, either as principals or accomplices, take part subsequent to its commission in any of the following manners: x x x 2. By concealing or destroying the body of the crime, or the effects or instruments thereof, in order to prevent its discovery.

x x x

<sup>456</sup> G.R. No. 168539, March 25, 2014

<sup>457</sup> G.R. No. L-19069, October 29, 1968

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prescribes a penalty therefor, nevertheless the existence of a conspiracy to commit a crime is in many cases a fact of vital importance, when considered together with the other evidence of record, in establishing the existence, of the consummated crime and its commission by the conspirators.

**Once an express or implied conspiracy is proved, all of the conspirators are liable as co-principals regardless of the extent and character of their respective active participation in the commission of the crime or crimes perpetrated in furtherance of the conspiracy because in contemplation of law *the act of one is the act of all*. The foregoing rule is anchored on the sound principle that "when two or more persons unite to accomplish a criminal object, whether through the physical volition of one, or all, proceeding severally or collectively, each individual whose evil will actively contributes to the wrong-doing is in law responsible for the whole, the same as though performed by himself alone."** Although it is axiomatic that no one is liable for acts other than his own, "when two or more persons agree or conspire to commit a crime, each is responsible for all the acts of the others, done in furtherance of the agreement or conspiracy." The imposition of collective liability upon the conspirators is clearly explained in one case where this Court held that

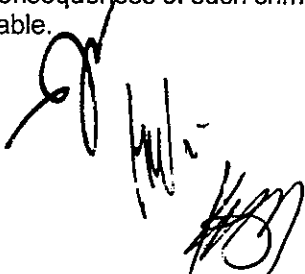
... it is impossible to graduate the separate liability of each (conspirator) without taking into consideration the close and inseparable relation of each of them with the criminal act, for the commission of which they all acted by common agreement. . . The crime must therefore in view of the solidarity of the act and intent which existed between the ... accused, be regarded as the act of the band or party created by them, and they are all equally responsible...

Verily, the moment it is established that the malefactors conspired and confederated in the commission of the felony proved, collective liability of the accused conspirators attaches by reason of the conspiracy, and the court shall not speculate nor even investigate as to the actual degree of participation of each of the perpetrators present at the scene of the crime. Of course, as to any conspirator who was remote from the *situs* of aggression, he could be drawn within the enveloping ambit of the conspiracy if it be proved that through his moral ascendancy over the rest of the conspirators the latter were moved or impelled to carry out the conspiracy.

**In fine, the convergence of the wills of the conspirators in the scheming and execution of the crime amply justifies the imputation to all of them the act of any one of them. It is in this light that conspiracy is generally viewed not as a separate indictable offense, but a rule for collectivizing criminal liability.**

xxx xxx xxx

... A time-honored rule in the *corpus* of our jurisprudence is that once conspiracy is proved, all of the conspirators who acted in furtherance of the common design are liable as co-principals. This rule of collective criminal liability emanates from the ensnaring nature of conspiracy. The concerted action of the conspirators in consummating their common purpose is a patent display of their evil partnership, and for the consequences of such criminal enterprise they must be held solidarity [sic] liable.



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Applying the foregoing, each of the conspirators is responsible for the acts of the others, done in furtherance of the agreement or conspiracy. Accused De Jesus, who agreed to commit Estafa, is also liable for the falsification committed by accused Sebulino because the falsification of the electronic files was the means used to defraud the City of Malabon.

*Accused Sebulino and De Jesus cannot be convicted for falsifying the Payroll Registers and Database Reports to conceal the alteration of the electronic file*

As previously discussed, accused Sebulino concealed the alterations in the electronic files in January and February by replacing the pertinent pages of the *Payroll Registers* and *Data Base Reports*. Such act for each of the said payroll periods constitutes an act of Falsification under Art. 171 of the RPC. The erasures in the *Payroll Registers* and *Database Reports* for September, November and December, similarly constitute separate acts of Falsification under the said provision. However, accused Sebulino and De Jesus cannot be convicted for the said acts because doing so will violate their constitutional right to be informed of the nature and cause of the accusations against them.<sup>458</sup> The Informations only alleged that the accused made it appear that accused Bernardo and De Jesus were entitled to the padded amounts. The said Informations did not allege that they made alterations in the paper copies of the *Payroll Registers* and *Database Reports* to conceal the alterations in the electronic files to make it appear that accused Bernardo and De Jesus received the correct amounts.

*Penalty for Estafa thru Falsification under Art. 171 of the RPC*

Art. 48 of the RPC reads:

**Art. 48. Penalty for complex crimes.** – When a single act constitutes two or more grave or less grave felonies, or when an offense is a necessary means for committing the other, the penalty for the most serious crime shall be imposed, the same to be applied in its maximum period.

(underscoring supplied)

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<sup>458</sup> Constitution, Art. III, Sec. 14(2)





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The amounts involved in each of these six (6) cases range from ₱120,000.00 to ₱360,000.00. Under Art. 315 of the RPC, as amended by R.A. No. 10951, the penalty prescribed for *Estafa*, where the amount of damage<sup>459</sup> is over ₱40,000.00 but does not exceed ₱1,200,000.00, is *arresto mayor* in its maximum period to *prisión correccional* in its minimum period. On the other hand, the penalty prescribed for Falsification under Art. 171 of the RPC is *prisión mayor* and a fine not to exceed ₱5,000.

*Arresto mayor* in its maximum period to *prisión correccional* in its minimum period has a range of four (4) months and one (1) day to two (2) years and four (4) months, while *prisión mayor* has a range from six (6) years and one (1) day to twelve (12) years. Hence, *Falsification* under Art. 171 is the more serious crime.

The Court appreciates the mitigating circumstance of voluntary surrender in favor of accused Sebulino and De Jesus. There is nothing in the records to show that they were arrested prior to posting their surety bonds.<sup>460</sup> Nonetheless, complex crimes under Art. 48 of the RPC are considered as special aggravating circumstances, which cannot be offset by an ordinary mitigating circumstance.<sup>461</sup> Thus, the penalty to be imposed upon accused Sebulino and De Jesus shall be in its maximum period.

Applying Sec. 1 of the Indeterminate Sentence Law,<sup>462</sup> the maximum term is *prisión mayor*, to be imposed in its maximum period, ranging from ten (10) years and one (1) day to twelve (12) years, and the minimum term, or the penalty next lower to that prescribed, is *prisión correccional*, ranging from six (6) months and one (1) day to six (6) years.

## CONCLUSION

In SB-16-CRM-1264 to 1275, the prosecution failed to prove accused Casimero's guilt of the crimes charged, and thus, he should be acquitted.

<sup>459</sup> In *Obando v. People* (G.R. No. 138696, July 7, 2010), it was held that the amount of damages is the basis of the penalty for estafa.

<sup>460</sup> Resolution dated December 28, 2016 (Record, Vol. 1, p. 187); Please see *Valle v. Sandiganbayan*, G.R. No. 97651, October 13, 1992

<sup>461</sup> Please see *Palaganas v. People*, G.R. No. 165483, September 12, 2006

<sup>462</sup> Sec. 1. Hereafter, in imposing a prison sentence for an offense punished by the Revised Penal Code, or its amendments, the court shall sentence the accused to an indeterminate sentence the maximum term of which shall be that which, in view of the attending circumstances, could be properly imposed under the rules of the said Code, and the minimum which shall be within the range of the penalty next lower to that prescribed by the Code for the offense; x x x

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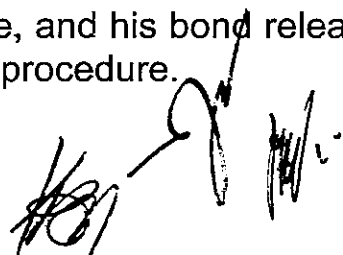
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As to accused Sebulino and De Jesus, in SB-16-CRM-1264 to 1269, the prosecution proved beyond reasonable doubt all the elements of Violation of Sec. 3(e) of R.A. No. 3019, and in SB-16-CRM-1270 to 1275, it proved beyond reasonable doubt all the elements of Estafa under Art. 315 of the RPC and Falsification under Art. 171 of the RPC. The prosecution further proved that the Falsification was committed as a necessary means for committing Estafa, and that accused Sebulino and De Jesus conspired with each other.

**WHEREFORE**, judgment is hereby rendered as follows:

1. In SB-16-CRM-1264 to 1275, accused EDGARDO R. CASIMERO is hereby **ACQUITTED** for failure of the prosecution to prove his guilt beyond reasonable doubt.
2. In SB-16-CRM-1264 to 1269, accused MAGDALENA U. SEBULINO and ROSA VILMA S. DE JESUS are hereby found **GUILTY** beyond reasonable doubt of Violation of Sec. 3(e) of Republic Act No. 3019, and are each sentenced to suffer the penalty of imprisonment of six (6) years and one (1) month, as minimum, to ten (10) years, as maximum, for each of the six (6) counts in these cases. They shall further suffer perpetual disqualification from public office.
3. In SB-16-CRM-1270 to 1275, accused MAGDALENA U. SEBULINO and ROSA VILMA S. DE JESUS are hereby found **GUILTY** beyond reasonable doubt of Estafa under Art. 315 of the Revised Penal Code thru Falsification under Art. 171 of the Revised Penal Code, and are each sentenced to suffer the indeterminate penalty of imprisonment of four (4) years, two (2) months and one (1) day of *prisión correccional*, as minimum, to ten (10) years and one (1) day of *prisión mayor*, as maximum, for each of the six (6) counts in these cases. Furthermore, they shall each pay a fine in the amount of Five Thousand Pesos (₱5,000.00) for each of the six (6) counts, or a total of Thirty Thousand Pesos (₱30,000.00).
4. Finally, accused Sebulino and De Jesus are held solidarily liable to pay the City of Malabon the amount of One Million One Hundred Forty Thousand Pesos (₱1,140,000.00) plus interest of 6% *per annum*, to be reckoned from the date of the finality of this Decision until full payment, by way of their civil liability.

Let the hold departure orders against accused Casimero by reason of these cases be lifted and set aside, and his bond released, subject to the usual accounting and auditing procedure.



DECISION

People vs. Casimero, et al.  
SB-16-CRM-1264 to 1275

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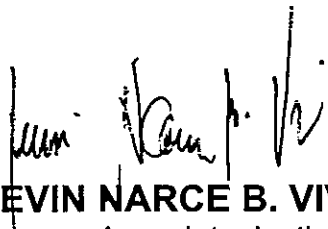
Let the cases against accused ROSALIE N. BERNARDO be archived pending her arrest.

SO ORDERED.

  
**SARAH JANE T. FERNANDEZ**  
Associate Justice  
Chairperson

**We Concur:**

  
**KARL B. MIRANDA**  
Associate Justice

  
**KEVIN NARCE B. VIVERO**  
Associate Justice

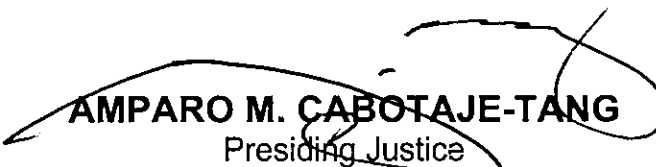
**ATTESTATION**

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

  
**SARAH JANE T. FERNANDEZ**  
Associate Justice  
Chairperson

**CERTIFICATION**

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

  
**AMPARO M. CABOTAJE-TANG**  
Presiding Justice