



REPUBLIC OF THE PHILIPPINES
SUPREME COURT
Manila

SECOND DIVISION

NOTICE

Sirs/Mesdames:

*Please take notice that the Court, Second Division, issued a Resolution dated **14 February 2022** which reads as follows:*

“G.R. No. 249680 (*Westhills Realty Corp., Leonardo L. Villalon and Leonard T. Villalon v. Con-field Construction & Development Corp.*). – This is a Petition¹ for review on *certiorari* under Rule 45 of the Rules of Court assailing the Decision² dated April 11, 2019 and the Resolution³ dated September 27, 2019 issued by the Court of Appeals (CA) in CA-G.R. CV No. 109499 which affirmed with modification the Decision⁴ dated June 30, 2017 of Branch 98, Regional Trial Court (RTC), Quezon City in Civil Case No. Q-05-55660.

The Antecedents

The case originated from the Complaint⁵ for sum of money and damages filed by respondent Con-field Construction & Development Corp. (Con-field), a business engaged in construction and allied services, against Semicon, Inc. (Semicon), Ana Dy Wong (Wong), herein petitioners Westhills Realty Corp. (Westhills), Leonardo L. Villalon (Leonardo), and Leonard T. Villalon (Leonard; collectively, Semicon, *et al.*) before the RTC of Quezon City. The case was docketed as Civil Case No. Q-05-55660 and assigned to Branch 98 of the aforesaid court.

In its Amended Complaint,⁶ Con-field alleged that it negotiated

¹ *Rollo*, pp. 9-24.

² *Id.* at 29-46; penned by Associate Justice Priscilla J. Baltazar-Padilla (retired Member of the Court) with Associate Justices Marie Christine Azcarraga-Jacob and Louis P. Acosta, concurring.

³ *Id.* at 48-49.

⁴ *Id.* at 135-144; penned by Presiding Judge Marilou D. Runes-Tamang, MNSA.

⁵ *Id.* at 71-76.

⁶ As culled from the RTC Decision dated June 30, 2017, Con-field filed the original complaint on

with Semicon, *et al.*, through their authorized representatives, for the plumbing works of an eight-storey office building with basement and penthouse, a joint venture project of Westhills, Semicon, and Wong. The building was to be erected on a 2,399-square-meter lot owned by Wong and covered by Transfer Certificate of Title No. 57520.⁷

In a letter⁸ dated July 31, 2003 (quotation) signed by its Executive Vice-President, Martin S. Co (Co), Con-field formalized its proposal to undertake the plumbing works on the subject building for ₱3,200,000.00.⁹ Westhills, in turn, issued a Notice to Proceed¹⁰ dated August 23, 2003 signed by its Project Manager, Troy Arguelles, and Vice-President for Marketing, Leonard.

Thereafter, Con-field commenced the plumbing works in accordance with the specifications, work order, and conditions of the plumbing contract. In the course thereof, Semicon, *et al.* required additional works, such as work at downfeed pipeline, work on perforated pipe line at basement, work on elevator pit drain at basement, and work on bore hole of retaining wall for perforated pipe line. As embodied in Con-field's quotation, Semicon, *et al.* agreed to pay an additional amount for the additional works. The amount to be paid depended on the work progress.¹¹

As the plumbing works continued, Con-field issued a statement of account pursuant to the terms of payment (progress billing) embodied in the contract.¹²

According to Con-field, Semicon, *et al.* made a partial payment from the first progress billing but failed and refused to pay the balance despite the completion of at least 95% of the plumbing works. Due to Semicon, *et al.*'s alleged non-payment of the second, third, and fourth progress billings, Con-field, through Co, sent a demand letter¹³ dated December 9, 2004 to Westhills informing it that the plumbing works will be discontinued and will resume after payment of the balance.

et al. filed their Answer; see *id.* at 135.

⁷ *Id.* at 135-136.

⁸ *Id.* at 79-82.

⁹ See CA Decision *id.* at 30.

¹⁰ *Id.* at 83.

¹¹ *Id.* at 30.

¹² *Id.*

¹³ *Id.* at 84.

Because of Semicon, *et al.*'s failure to pay, Con-field sent to Westhills a letter¹⁴ dated January 10, 2005 requesting payment of the overdue account amounting to ₱1,838,176.00¹⁵ computed on the basis of the 95% completed work.

Con-field sent another demand letter¹⁶ to Westhills on April 1, 2005, but it went unheeded. Con-field contended that Semicon, *et al.* are guilty of fraud due to their unjustified refusal to pay.¹⁷

Con-field prayed for the following: 1) the issuance of a writ of preliminary attachment against Semicon, *et al.*'s properties to serve as security for the satisfaction of the judgment in favor of Con-field; 2) the issuance of a judgment ordering Semicon, *et al.* to pay jointly and severally (a) the amount of ₱1,838,175.00 representing the services of and materials supplied by Con-field to Semicon, *et al.* plus interest, (b) the sum of ₱50,000.00 by way of attorney's fees plus the sum equivalent to ten percent (10%) of the amount recoverable from Semicon, *et al.*, and (c) the costs of suit amounting to ₱30,000.00; and 3) other relief and remedies which are just and equitable under the premises.¹⁸

In its Answer with Counterclaim,¹⁹ Westhills admitted the execution of the contract for plumbing works with Con-field but averred that all the other defendants, namely: Semicon, Wong, Leonardo, and Leonard were not privies to the contract. Moreover, it asserted that the contract price for the plumbing works was only ₱3,100,000.00, not ₱3,200,000.00. It claimed having paid to Con-field an aggregate amount of ₱1,238,881.75, which is equivalent to the amount of work rendered by Con-field until the cessation of the work on the project.²⁰

Additionally, Westhills insisted that it was the one that was constrained to put an end to the contract because of Con-field's

¹⁴ *Id.* at 85.

¹⁵ ₱1,838,175.00 in all other parts of the *rollo*.

¹⁶ *Rollo*, p. 86.

¹⁷ *Id.* at 136.

¹⁸ *Id.* at 30-31.

¹⁹ As culled from the RTC Decision dated June 30, 2017, Westhills filed its Answer with Counterclaim on January 2, 2006, *id.* at 137.

²⁰ *Id.*

continuous violation of their agreement. Thus, Westhills prayed for the dismissal of the complaint. As counterclaims, it also prayed for the award of ₱500,000.00 as nominal damages, ₱500,000.00 as exemplary damages, and ₱300,000.00 as attorney's fees and litigation expenses.²¹

For their part, Semicon, Leonardo, and Leonard filed a Motion to Dismiss on the ground that Con-field's complaint does not state a cause of action against them. They asserted that there is no privity of contract between them and Con-field. However, the RTC denied their motion in an Order dated June 5, 2006.²² In view thereof, they filed their Answer reiterating the arguments and counterclaims they raised in their Motion to Dismiss.²³

Due to the failure of mediation and judicial dispute resolution, a full-blown trial of the case proceeded.²⁴

After Con-field adduced its evidence, Semicon, *et al.*, except Wong, filed a Demurrer to Evidence.²⁵ Acting thereon, the RTC issued an Order²⁶ dated July 20, 2016 partly granting it in that it dismissed the complaint only with respect to Semicon and Wong for insufficiency of evidence.

In view of the denial of the Demurrer to Evidence as against them, Westhills, Leonardo, and Leonard (collectively, petitioners) filed a Motion for Partial Reconsideration (Re: Order dated 20 July 2016);²⁷ but the RTC denied it in the Order²⁸ dated November 7, 2016. Thus, the presentation of their evidence proceeded.

The Ruling of the RTC

On June 30, 2017, the RTC rendered its Decision²⁹ in favor of Con-field. However, it found Westhills solely liable and dismissed the complaint against Leonardo and Leonard, viz.:

²¹ *Id.* at 31.

²² See *id.* at 138.

²³ *Id.*

²⁴ *Rollo*, p. 138.

²⁵ *Rollo*, pp. 89-93.

²⁶ *Id.* at 94-100.

²⁷ *Id.* 101-107.

²⁸ *Id.* at 108.

²⁹ *Id.* at 135-144.

WHEREFORE, premises considered, defendant Westhills Realty Corp., is ordered to pay Con-field Construction & Development Corporation the following:

1. The amount of Php1,838,175.00 representing full payment of plaintiff's services and materials supplied to the defendants;
2. The sum of Php30,000.00 as and by way of attorney's fees;
3. The sum equivalent to 10% of the amount recoverable from the defendants; and,
4. The costs of suit amounting to Php30,000.00.

The complaint against defendants Leonardo Villalon and Leonard Villalon, as well as all other counterclaims of the defendants are dismissed.

SO ORDERED.³⁰

Aggrieved, petitioners appealed to the CA. They maintained that the RTC grievously erred in denying their demurrer to evidence and ordering at the same time the outright dismissal of the complaint as against Wong, who did not file a demurrer to evidence, a motion to dismiss, or even an answer to the complaint.³¹

The Ruling of the CA

In the assailed Decision³² dated April 11, 2019, the CA affirmed the RTC Decision³³ dated June 30, 2017 with modifications, *viz.*: 1) it awarded moral damages in favor of Leonardo in the amount of ₱30,000.00; and 2) instead of the ten percent (10%) *per annum* interest rate imposed by the RTC on Westhills' amount of liability, it pegged the interest at six percent (6%) *per annum* reckoned from the date of extrajudicial demand on December 9, 2004 until full payment. The dispositive portion of the CA Decision reads:

WHEREFORE, in view of the foregoing, the assailed Decision is AFFIRMED with MODIFICATION in that appellee Con-field Construction and Development Corp. is ordered to pay appellant Leonardo L. Villalon ₱30,000.00 as moral damages.

Moreover, the interest at the rate of six percent (6%) per

³⁰ *Id.* at 144.

³¹ *Id.* at 36.

³² *Id.* at 29-46.

³³ *Id.* at 135-144.

annum instead of ten percent (10%) adjudged by the court *a quo* shall be imposed on the total amount of liability awarded to appellee Con-field Construction and Development Corp. from the date of the extrajudicial demand on December 9, 2004 until full payment.

The rest of the said Decision STANDS.

SO ORDERED.³⁴

Hence, the petition with the following assignment of errors:

A. THE COURT *A QUO* ERRED IN SUSTAINING THE TRIAL COURT'S UNJUST AND UNJUSTIFIABLE DENIAL OF THE HEREIN PETITIONERS' DEMURRER TO EVIDENCE;

B. THE COURT *A QUO* ERRED IN DENYING THE COUNTERCLAIMS OF PETITIONER LEONARD T. VILLALON AND IN AWARDING A TOKEN AMOUNT OF DAMAGES IN FAVOR OF PETITIONER LEONARDO L. VILLALON; AND,

C. THE COURT *A QUO* ERRED IN AFFIRMING THE JUDGMENT OF THE TRIAL COURT IN FAVOR OF HEREIN RESPONDENT, AND AGAINST THE HEREIN PETITIONER CORPORATION.³⁵

Petitioners argue that the RTC grievously erred in denying the demurrer to evidence as against them while granting it in favor of Semicon. They also question the RTC's dismissal of the case against Wong, who did not file a demurrer to evidence, a motion to dismiss, or even an answer to their complaint.³⁶

Petitioners also posit that it was entirely incorrect for the RTC and the CA to state that the document denominated as "Notice to Proceed" may be considered as the same contract for the Supply and Installation of Plumbing Works (plumbing contract) between Con-field and Westhills. For petitioners, Con-field's inexplicable failure to actually present in evidence the plumbing contract during the presentation of its evidence before the RTC, notwithstanding that the case is one for breach of contract with damages, was fatal to its cause; as such, the outright dismissal of the complaint without anymore requiring them to present

³⁴ *Id.* at 45.

³⁵ *Id.* at 14-15.

³⁶ *Id.* at 15.

evidence is mandated.³⁷

Assuming that the Notice to Proceed is indeed the plumbing contract between the parties, petitioners argue that the only contracting parties mentioned therein are Con-field and Westhills.³⁸ Also, they assert that despite the RTC's eventual dismissal of the case as against Leonardo and Leonard, the fact that they were forced to undergo litigation for almost 12 years is a compelling justification for the award of damages in their favor.³⁹

In a Resolution⁴⁰ dated January 8, 2020, the Court required Con-field to comment on the petition. In compliance therewith, Con-field filed its Comment/Opposition⁴¹ praying that the petition be denied due course on the ground that the discussion therein involves questions on the findings of fact of the CA which is prohibited under Rule 45 of the Rules of Court.

The Court's Ruling

The petition has no merit.

A demurrer to evidence is defined as an objection or exception by one of the parties in an action at law, to the effect that the evidence which its or his or her adversary produced is insufficient in point of law (whether true or not) to make out its or his or her case or sustain the issue.⁴²

Rule 33, Section 1 of the then applicable 1997 Rules of Civil Procedure provides:

Section 1. *Demurrer to evidence.* – After the plaintiff has completed the presentation of his evidence, the defendant may move for dismissal on the ground that upon the facts and the law the plaintiff has shown no right to relief. If his motion is denied, he shall have the right to present evidence. If the motion is granted but on

³⁷ *Id.* at 17.

³⁸ *Id.*

³⁹ *Id.* at 19-20.

⁴⁰ *Id.* at 145.

⁴¹ *Id.* at 149-152.

⁴² *Spouses Mangaron v. Hanna Via Design & Construction*, G.R. No. 224186, September 23, 2019, citing *Choa v. Choa*, 441 Phil. 175, 183 (2002).

appeal the order of dismissal is reversed he shall be deemed to have waived to present evidence.

Essentially, a demurrer to evidence is a motion to dismiss on the ground of insufficiency of evidence. The question in a demurrer to evidence is whether the plaintiff, by its or his or her evidence in chief, had been able to establish a *prima facie* case.⁴³

The Court has previously held that a review of the dismissal of a complaint naturally entails a calibration of the evidence on record to properly determine whether the material allegations of the complaint were adequately supported by evidence.⁴⁴ Thus, where the resolution of a question requires an examination of the evidence, the credibility of the witnesses, the existence and the relevance of surrounding circumstances, and the probability of specific situations, the issue involves a question of fact.⁴⁵

Undeniably, the issue of whether the RTC erred in (1) dismissing the complaint as against Wong; (2) granting the Demurrer to Evidence in favor of Semicon; and (3) denying it as against petitioners is a factual question that involves a calibration of the evidence on record.⁴⁶ It bears to emphasize that factual questions are not the proper subject of a petition for review under Rule 45, which is limited only to questions of law. Not being a trier of facts, the Court is not duty-bound to analyze and weigh again the evidence already considered in the proceedings below.⁴⁷

Consequently, there is no reason to address the foregoing factual issue in the petition. *The Court has consistently deferred to the factual findings of the trial courts in light of the unique opportunity afforded them to observe the demeanor and spontaneity of the witnesses in assessing the credibility of their testimonies.*⁴⁸

Nonetheless, even if the Court were to re-examine the evidence, the petition would still fail.

⁴³ *Republic v. De Borja*, 803 Phil. 8, 16 (2017), citing *Spouses Condes v. Court of Appeals*, 555 Phil. 311, 323 (2007).

⁴⁴ See *Felipe v. MGM Motor Trading Corp. (Resolution)*, 770 Phil. 232, 239 (2015).

⁴⁵ *Supra* note 12 at 16.

⁴⁶ See *Republic v. De Borja*, *supra* note 41 at 16-17; see also *Felipe v. MGM Motor Trading Corp. (Resolution)*, *supra* note 42 at 239.

⁴⁷ *Almeda v. Heirs of Ponciano Almeda*, 818 Phil. 239, 255 (2017), citing *Spouses Villaceran v. De Guzman*, 682 Phil. 426, 436 (2012).

⁴⁸ *Supra* note 12 at 17.

The CA did not err in affirming the denial of the Demurrer to Evidence as against Leonardo and Leonard. On the contrary, it correctly held that the RTC cannot be faulted for refusing to dismiss the complaint against them based on their Motion to Dismiss as well as their Demurrer to Evidence for lack of convincing evidence that they had no hand whatsoever in the alleged breach of the contract that Westhills entered into with Con-field. Besides, the issue insofar as they are concerned had been mooted by the RTC's issuance of its Decision dismissing the complaint against them and holding only Westhills liable for damages to Con-field.

The Court also finds no error in the RTC's dismissal of the case against Semicon and Wong despite Wong's non-filing of a demurrer to evidence, a motion to dismiss, or an answer. To begin with, it appears that petitioners do not have a cross-claim against their co-defendants Semicon and Wong. Hence, the dismissal of the case against the latter, assuming it was improper, would only prejudice Con-field, the plaintiff, not petitioners. Besides, it bears noting that the questioned dismissal was not *motu proprio*; it occurred only after Con-field concluded the presentation of its evidence against Semicon, *et al.* As Con-field was afforded the full opportunity to present its evidence against all the defendants, it cannot be deemed to have been deprived of its right to be heard. And, in view of Con-field's failure to present sufficient evidence to prove the accountability of Semicon and Wong arising from the plumbing works agreement, the RTC properly dismissed the case against them.

As regards the liability of Westhills, the Court likewise finds no reason to reverse the uniform factual findings of the RTC and the CA.

The allegations that Con-field failed to present the plumbing contract during the presentation of its evidence before the RTC and that such failure is fatal to its cause do not persuade the Court. If indeed the Notice to Proceed adverted to by Con-field was not the plumbing contract between the parties, the burden was upon Westhills to prove such allegation. Westhills could also have presented its own evidence to refute the claims of Con-field under the Notice to Proceed. However, it failed to do so.

On the contrary, the Court sees no reason to depart from the CA's finding that the quotation dated July 31, 2003 sent by Con-field to Westhills and the Notice to Proceed dated August 23, 2003 sent by Westhills to Con-field, although not denominated as "plumbing contract," together, served as the plumbing work agreement between the parties.

Based on the Notice to Proceed, the Court finds that Con-field had sufficiently shown a *prima facie* case against Westhills. The Notice to Proceed established the following: 1) that Con-field has a cause of action against Westhills; 2) that Westhills conformed to the specifications and quotation for the plumbing needs as proposed by Con-field; 3) that because of the services rendered, Westhills should deliver payment to Con-field; and 4) that Westhills failed to pay the remaining balance for the work done by Con-field.

In civil cases, once the plaintiff makes out a *prima facie* case in its or his or her favor, the duty or the burden of evidence shifts to the defendant to controvert the plaintiff's *prima facie* case. Otherwise, a verdict must be returned in favor of the plaintiff.⁴⁹

Here, Westhills failed to discharge the burden of proving that it is not liable to Con-field under the plumbing contract. As found by the CA, the parties agreed that the payment for Con-field's services would be based on a monthly progress billing. As shown by Con-field's demand letters dated December 9, 2004 and January 10, 2005,⁵⁰ Westhills failed to deliver progress payments to Con-field. Also, for lack of evidence, the CA rejected Westhills' argument that it need not pay the balance due because Con-field completed only about 30% of the work agreed upon. The CA held, *viz.*:

WE reject appellants' assertion that the trial court gravely erred in ruling in favor of Con-field despite its failure to present evidence of the work it actually performed and accomplished. The record of this case shows that Con-field and appellant Westhills were in agreement that payment for the former's services would be on a monthly progress billing. Due to appellant Westhills' failure to pay the amount stated in the monthly progress billings, Con-field through its Executive Vice-President Martin S. Co informed appellant Westhills on December 9, 2004, that it would stop working on the plumbing

⁴⁹ *De Leon v. Bank of the Philippine Islands*, 721 Phil. 839 (2013), citing *Jison v. Court of Appeals*, 350 Phil. 138, 173 (1998).

⁵⁰ See *rollo*, pp. 84-85.

project and will only resume after it has paid its remaining balance. By January 10, 2005, Con-field sent a demand letter to appellant Westhills requesting for payment of its overdue account amounting to P1,838,176.00. The progress billings referred to by Con-field which were sent to appellant Westhills were never disputed by the latter. In the Judicial Affidavit of appellant Leonardo, he alleged that Confield only completed 30% of the project and so payment for the remaining balance in the amount of P1,838,176.00 need not be paid by appellant Westhills since the amount of P1,238,881.75 which it initially paid to Con-field was sufficient to cover the cost of Con-field's work. WE find it difficult to believe appellants' assertion that Con-field only completed 30% of the project because if the same were true, appellant Westhills would have called the attention of Con-field as to the matter and demand from it justification for the progress billings. The fact that appellant Westhills never bothered to refute the progress billings sent by Con-field lends credence to the latter's claim that it is entitled to recover the unpaid balance in the amount of P1,838,176.00 computed on the basis of the completed work.⁵¹

Considering that Con-field had made out a *prima facie* case in its favor while Westhills failed to discharge its burden to controvert Con-field's *prima facie* case, the Court must rule in favor of Con-field.

Anent the issue of moral damages, there must be a clear showing that petitioners Leonardo and Leonard actually experienced mental anguish, besmirched reputation, wounded feelings, or similar injury.⁵² As aptly found by the CA, only Leonardo, who executed a judicial affidavit and took the witness stand, is entitled to moral damages. With respect to Leonard, the record is bereft of any proof that he had actually suffered moral damages.⁵³

However, while moral damages may be awarded to ease the defendant's grief and suffering,⁵⁴ such award is not meant to punish the offender or enrich the offended party.⁵⁵ It is simply a reasonable recompense for the injury suffered by the one claiming it.⁵⁶ With this in mind, the Court finds unwarranted and unconscionably excessive the P1,000,000.00 sum prayed for by petitioners as moral damages. Considering the circumstances of the case, the Court affirms and finds

⁵¹ *Rollo*, pp. 40-41.

⁵² See Civil Code of the Philippines, Article 2217.

⁵³ *Rollo*, p. 43.

⁵⁴ *Yuchengco v. The Manila Chronicle Publishing Corporation*, 677 Phil. 422, 436 (2011).

⁵⁵ *Punongbayan-Visitacion v. People*, G.R. No. 194214, January 10, 2018.

⁵⁶ *Id.*

reasonable the amount of ₱30,000.00 awarded by the CA in favor of Leonardo only.

Additionally, the Court modifies the six percent (6%) *per annum* interest that the CA imposed on the total amount of liability of Westhills reckoned from the extrajudicial demand on December 9, 2004 until full payment.

Compensatory interest is imposed as a penalty or indemnity for damages.⁵⁷ Pursuant to Article 2209 of the Civil Code, compensatory interest is awarded when the obligation consists in the payment of a sum of money, and the debtor incurs in delay. The interest due, in the absence of a stipulation, shall be the legal interest which is six percent (6%) *per annum*. However, the legal interest rate that prevailed at the time of the extrajudicial demand on December 9, 2004 until June 30, 2013 was twelve percent (12%) *per annum*. Pursuant to *Nacar v. Gallery Frames*⁵⁸ and BSP Circular No. 799,⁵⁹ the interest rate of six percent (6%) *per annum* became effective only beginning July 1, 2013. Accordingly, with respect to the period from December 9, 2004 until June 30, 2013, the then prevailing rate of twelve percent (12%) shall be applied.

Lastly, the award of attorney's fees in favor of Con-field and the moral damages in favor of Leonardo shall earn legal interest at the rate of six percent (6%) *per annum* from finality of this Resolution until full payment.

WHEREFORE, the Court **DENIES** the petition for review on *certiorari* and **AFFIRMS with MODIFICATION** the Decision dated April 11, 2019 and the Resolution dated September 27, 2019 of the Court of Appeals in CA-G.R. CV No. 109499. Consequently, Westhills Realty Corp. is **ORDERED** to **PAY** the following:

- (1) The principal amount of ₱1,838,175.00 plus legal interest at the rate of twelve percent (12%) *per annum* from the date of extrajudicial demand on December 9, 2004 until June 30, 2013 and six percent (6%) *per annum* from July 1, 2013 until full payment.

⁵⁷ *Isla v. Estorga*, G.R. No. 233974, July 2, 2018.

⁵⁸ 716 Phil. 267 (2013).

⁵⁹ Rate of interest in the absence of stipulation; took effect on July 1, 2013.

- (2) Attorney's fees in the amount of ₱30,000.00 plus legal interest at the rate of six percent (6%) *per annum* from finality of this Resolution until full payment.
- (3) The costs of suit in the amount of ₱30,000.00.

The complaint against petitioners Leonardo Villalon and Leonard Villalon is dismissed.

Con-field Construction and Development Corp. is **ORDERED** to **PAY** Leonardo Villalon moral damages in the amount of ₱30,000.00, which shall likewise earn legal interest at the rate of 6% *per annum* from finality of this Resolution until full payment.

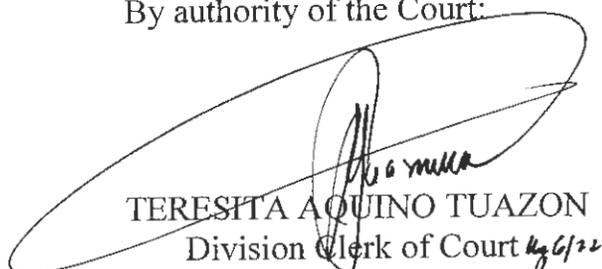
All other counterclaims against Con-field Construction and Development Corp. are dismissed.

Further, the Court resolves to **NOTE AND GRANT** the following:

- (1) Withdrawal of Appearance dated April 8, 2021 of Atty. Marlon Alexandre C. Cruz of Cruz Neria & Carpio Law Offices praying for the withdrawal of his appearance as counsel for petitioners, with the latter's conformity; and
- (2) Entry of Appearance dated May 14, 2021 of Attys. Rhea R. Julian, Sherwin V. Reyes, and Michelle F. Limjap of Marcoleta Julian Reyes & Velez Law Offices, as counsels for petitioners, praying that all court processes be sent to them at Unit 1202 Antel Global Corporate Center, Doña Julia Vargas Ave., Ortigas Center, Pasig City.

SO ORDERED."

By authority of the Court:



TERESITA AQUINO TUAZON
Division Clerk of Court *kg 6/22*
22 JUN 2022

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HON. PRESIDING JUDGE (reg)

Regional Trial Court, Branch 98
Quezon City
(Civil Case No. Q-05-55660)

JUDGMENT DIVISION (x)

Supreme Court, Manila

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Supreme Court, Manila

COURT OF APPEALS (x)

Ma. Orosa Street
Ermita, 1000 Manila
CA-G.R. CV No. 109499

*with copy of CA Decision dated 11 April 2019
and Resolution dated 27 September 2019

**For this resolution only

Please notify the Court of any change in your address.

GR249680. 02/14/2022(35)URES /t/v