



REPUBLIC OF THE PHILIPPINES
SUPREME COURT
Manila

SECOND DIVISION

NOTICE

Sirs/Mesdames:

*Please take notice that the Court, Second Division, issued a Resolution dated **January 23, 2023** which reads as follows:*

“A.C. No. 13591 [Formerly CBD Case No. 15-4696] (*RUBEN S. TAYAG, complainant v. ATTY. OLIVER P. GARCIA, respondent*). – In his Complaint¹ dated August 4, 2015, Ruben S. Tayag (Tayag) charged Atty. Oliver P. Garcia (Atty. Garcia) with violations of Canons 7 and 16 of the Code of Professional Responsibility (CPR).² He averred that Atty. Garcia failed to remit the proceeds of a real estate sale involving a property owned by Jesus P. Vasquez (Jesus) and his wife, Victoria Tayag-Vasquez (Victoria).³

Tayag claimed that Jesus and Victoria (Spouses Vasquez) appointed their nephew, Atty. Garcia, as attorney-in-fact to sell their property in Quezon City under Transfer Certificate of Title (TCT) No. N-321285.⁴ They also authorized him to receive the proceeds of the sale and required him as well to remit the same to Victoria’s account.⁵

On October 1, 2012, Atty. Garcia sold the property to Metro Summit Realty and Construction Corporation, Arvin Ancheta Matatquin, and Christopher P. Coma (buyers) for PHP 7,000,000.00 through the assistance of sales agents Glynda Sinoa (Sinoa)⁶ and Bernadette Ticzon.⁷ Consequently, a Manager’s Check for PHP 6,800,000.00 was delivered to Atty. Garcia, in addition to the PHP 500,000.00 earnest money. Atty. Garcia received PHP 150,000.00 as professional fees while Sinoa received PHP 300,000.00 as commission.⁸

¹ *Rollo*, pp. 2–11.

² *Id.* at 5 and 7.

³ *Id.* at 3–5.

⁴ *Id.* at 2–3.

⁵ *Id.* at 3.

⁶ Sometimes referred to as “Sinsoa” in some parts of the rollo.

⁷ *Rollo*, p. 137.

⁸ *Id.* at 137–138.

Atty. Garcia assured Spouses Vasquez that he would remit to them the proceeds of the sale.⁹ He, however, suggested that the remittances be sent on a staggered basis and that every remittance should be for less than PHP 500,000.00 to avoid tax and Anti-Money Laundering Act issues. Spouses Vasquez agreed.¹⁰

From October 4, 2012 to February 8, 2013, Atty. Garcia remitted the sale proceeds to Spouses Vasquez, as follows:¹¹

Remittance Date	Amount in [United States Dollars]	Exchange Rate	Amount in [Philippine Pesos]
October 5, 2012	\$11,980.00 (12,000)	PHP 41.41	PHP 496,920.00
October 11, 2012	\$9,974.20 (10,000)	PHP 41.62	PHP 416,200.00
October 23, 2012	\$7,985.00 (8,000)	PHP 41.36	PHP 330,880.00
October 2012	\$300.00	PHP 41.52	PHP 12,456.00
October 2012			PHP 400,000.00
October 2012			PHP 150,000.00
November 7, 2012	\$9,978.00 (10,000)	PHP 41.20	PHP 412,000.00
November 21, 2012	\$9,985.00 (10,000)	PHP 41.18	PHP 411,800.00
November 2012			PHP 400,000.00
December 4, 2012	\$9,977.00 (10,000)	PHP 40.95	PHP 409,500.00
December 12, 2012	\$9,978.00 (10,000)	PHP 40.96	PHP 409,600.00
December 20, 2012	\$9,977.00 (10,000)	PHP 40.8	PHP 408,000.00
December 2012			PHP 4,000.00
January 8, 2013	\$9,978.00 (10,000)	PHP 40.84	PHP 408,400.00
January 2013			PHP 404,500.00
February 8, 2013	\$7,985.00 (8,000)	PHP 40.74	PHP 325,920.00

After the February 8, 2013 remittance, Atty. Garcia assured Victoria that he would deliver the remaining PHP 1,599,824.00 to the latter's niece, Isabelle Ledesma (Isabelle).¹² But Atty. Garcia failed to do so.

Isabelle then exhausted every possible mode of communication with Atty. Garcia but received no response.¹³ Victoria also e-mailed Atty. Garcia and warned him that she would pursue the necessary action in case of his continued failure to remit the sale proceeds.¹⁴ Still, Atty. Garcia did not respond.

Thereafter, Spouses Vasquez, through counsel, sent three demand letters¹⁵ to Atty. Garcia, requiring the latter to settle the remaining amount.

⁹ *Id.* at 3.

¹⁰ *Id.* at 138.

¹¹ *Id.* at 4 and 138.

¹² *Id.* at 138-139.

¹³ *Id.* at 139.

¹⁴ *Id.*

¹⁵ *Id.* at 21-26.

proof

Too, Jesus initiated an estafa case against Atty. Garcia.¹⁶ He constituted him (Tayag) as his representative in the criminal proceedings.¹⁷ He also authorized him to file the present Complaint¹⁸ against Atty. Garcia before the Integrated Bar of the Philippines (IBP).¹⁹

By Order²⁰ dated August 14, 2015, the IBP - Commission on Bar Discipline (IBP-CBD) ordered Atty. Garcia to submit his answer, which the latter did. In his Answer²¹ dated September 10, 2015, Atty. Garcia denied Tayag's allegations and claimed that the latter had no personal knowledge of the facts surrounding the case. Subsequently, the IBP-CBD set the case for mandatory conference on March 16, 2016, during which, both parties appeared.²² On even date, the IBP-CBD issued an Order²³ declaring the mandatory conference terminated and directing the parties to submit their verified position papers.

In his Position Paper²⁴ dated April 18, 2016, Tayag reiterated the contents of his Complaint. On the other hand, Atty. Garcia maintained in his Position Paper²⁵ dated May 3, 2016 that Tayag had no personal knowledge of the transactions between himself (Atty. Garcia) and Spouses Vasquez.²⁶ As proof of Tayag's supposed lack of knowledge, Atty. Garcia pointed out that Tayag erroneously declared that Spouses Vasquez's property was sold for PHP 7,000,000.00 even though the Deed of Sale²⁷ indicated the sale price as PHP 3,500,000.00.²⁸ This, according to Atty. Garcia, demonstrated Tayag's lack of personality to prosecute the administrative case against him.²⁹ Finally, Atty. Garcia stressed that the estafa complaint against him had already been dismissed.³⁰

Report and Recommendation of the IBP

The IBP-CBD³¹ noted that the special power of attorney³² executed by Spouses Vasquez in favor of Tayag only authorized the latter to

¹⁶ *Id.* at 139.

¹⁷ *Id.*

¹⁸ *Id.* at 2-11.

¹⁹ *Id.* at 2.

²⁰ *Id.* at 33.

²¹ *Id.* at 34-35.

²² *Id.* at 51.

²³ *Id.* at 52.

²⁴ *Id.* at 53-62.

²⁵ *Id.* at 100-107.

²⁶ *Id.* at 139.

²⁷ *Id.* at 16-18.

²⁸ *Id.* at 140.

²⁹ *Id.*

³⁰ *Id.* at 106, 123-126 and 140.

³¹ By Commissioner Jose Vicente R.M. Opinion.

³² *Rollo*, pp. 65-66.

file an administrative complaint against Atty. Garcia. Tayag was not authorized to sign the verification and certification of non-forum shopping.³³ It followed then that the complaint filed by Tayag was an unverified pleading “devoid of any significance.”³⁴ Further, Tayag failed to present preponderant evidence to show that Atty. Garcia actually failed to account for the money of Spouses Vasquez.³⁵ Thus, the IBP-CBD recommended that the complaint against Atty. Garcia be dismissed.³⁶

By Extended Resolution³⁷ dated July 1, 2022, the IBP Board of Governors reversed. It found that although the Deed of Sale indicated as consideration only PHP 3,500,000.00, Atty. Garcia failed to explain why he remitted PHP 5,054,464.73 to Spouses Vasquez.³⁸ More, Tayag had presented substantial evidence to establish that Atty. Garcia failed to remit in full the proceeds of the real estate sale,³⁹ and that the latter took advantage of his legal knowledge to gain “undue benefit for himself at the expense of Spouses Vasquez.”⁴⁰ In all, his acts violated Canon 1, Rule 1.01 and Canon 7, Rule 7.03 of the CPR.⁴¹

The IBP Board of Governors recommended the suspension of Atty. Garcia from the practice of law for a period of six months⁴² and ordered him to render a proper accounting of the proceeds of the sale of the property.⁴³

Our Ruling

We adopt the findings of the IBP Board of Governors that Atty. Garcia violated Canon 1, Rule 1.01 and Canon 7, Rule 7.03 of the CPR. We further find him guilty of violating Canon 16, Rules 16.01 and 16.03, and Canons 17 and 18.

The Court is constitutionally-mandated to discipline erring lawyers and purge the legal profession of its unworthy members.⁴⁴ In disciplinary cases against lawyers, substantial evidence or that amount of relevant

³³ *Id.* at 140.

³⁴ *Id.* at 142.

³⁵ *Id.*

³⁶ *Id.* at 140–142.

³⁷ *Id.* at 143–147; By CBD Task Force Commissioner Marissa V. Manalo.

³⁸ *Id.* at 144.

³⁹ *Id.* at 146.

⁴⁰ *Id.* at 144–146.

⁴¹ *Id.* at 145.

⁴² *Id.* at 146.

⁴³ *Id.* at 134.

⁴⁴ *Development Bank of the Philippines v. Atty. Badilla*, A.C. No. 10931 (Notice), September 29, 2021 citing *Republic v. Sereno*, 831 Phil. 271 (2018) [Per *J. Tijam, En Banc*].

evidence which a reasonable mind might accept as adequate to justify a conclusion is necessary to justify the imposition of administrative liability.⁴⁵

Here, Atty. Garcia has not specifically denied the material allegations in Tayag's Complaint. The Rules of Court, which has supplementary application to cases lodged before the IBP-CBD,⁴⁶ prescribes: (a) the manner by which a specific denial should be made, and (b) the consequences for failure to tender a specific denial, thus:

Section 10. Specific Denial. — A defendant must specify each material allegation of fact the truth of which he [or she] does not admit and, whenever practicable, shall set forth the substance of the matters upon which he [or she] relies to support his [or her] denial. Where a defendant desires to deny only a part of an averment, he [or she] shall specify so much of it as is true and material and shall deny only the remainder. Where a defendant is without knowledge or information sufficient to form a belief as to the truth of a material averment made to the complaint, he [or she] shall so state, and this shall have the effect of a denial.

Section 11. Allegations Not Specifically Denied Deemed Admitted. — Material averments in a pleading asserting a claim or claims, other than those as to the amount of unliquidated damages, shall be deemed admitted when not specifically denied.

In his Answer before the IBP-CBD,⁴⁷ Atty. Garcia denied the allegations in paragraphs 1 and 3 to 15 of Tayag's complaint "for lack of personal knowledge on the part of the purported complainant of any of his allegations contained therein."⁴⁸ Therefore, he made a qualified denial of the allegations which rested on the supposition that Tayag was not in the position to personally know them, **and for no other reason**. This interpretation is confirmed in other portions of his Answer where he claimed that:

2. Nothing in the complaint shows that complainant had any personal knowledge of any of the facts alleged therein. x x x

x x x x

5. The lack of legal personality of the complainant and his obvious lack of personal knowledge [of] his accusations only deserve the outright dismissal of this malicious complaint.

⁴⁵ See *Partsch v. Atty. Vitorillo*, A.C. No. 10897, January 4, 2022 [Per J. Hernando, *En Banc*] citing *Spouses Nocuencia v. Bensi*, A.C. No. 12609, February 10, 202 [Per J. Hernando, Second Division].

⁴⁶ 2012 Rules of Procedure of the Commission on Bar Discipline, Rule 1, Section 3.

⁴⁷ *Rollo*, pp. 34–35.

⁴⁸ *Id.* at 34.

6. If truth be told, complainant and his counsel tried everything in engaging into this kind of fishing expedition. For failure to substantiate their complaint lodged at the Prosecutor's Office they now went before this Honorable Office over an unsubstantiated complaint filed by a person not privy to any of respondent's dealing and who do not have any personal knowledge over his accusation [sic].⁴⁹

Atty. Garcia's cursory denial of Tayag's allegations based on the latter's alleged lack of personal knowledge carries little weight.⁵⁰ **For one**, Tayag did not file the suit on his own behalf, but as attorney-in-fact of Jesus. The latter authorized him to "file all cases x x x based on any cause of action x x x against [Atty. Garcia]" and to act as representative "in any stage of all cases."⁵¹ Hence, the Complaint is based on the personal knowledge of Jesus, and not Tayag's. **For another**, Atty. Garcia had multiple opportunities to directly address and explain the circumstances surrounding the sale of the subject property, but he merely glossed them over.⁵² Instead of meaningfully refuting the allegations, he engaged in an evasive and perfunctory denial thereof. Said denial is tantamount to a general denial because the matters involved are so plainly and necessarily within his personal knowledge.⁵³ As such, he is deemed to have tacitly admitted Tayag's allegations that he had failed to remit the entire proceeds of the sale of the subject property.⁵⁴

These admissions, together with the documentary evidence on record, satisfy the required quantum of substantial evidence to hold him administratively liable.⁵⁵

Canons 1 and 7 of the CPR prohibits lawyers from engaging in dishonest and deceitful conduct, and requires them to uphold the dignity of the profession

As explained by the IBP Board of Governors, Atty. Garcia's acts contravene Canon 1, Rule 1.01 and Canon 7, Rule 1.03 of the CPR, viz.:

⁴⁹ *Id.* at 34-35.

⁵⁰ See *Neri, et al. v. Judge Macabaya*, A.M. No. RTJ-16-2475, February 4, 2020 [Per Curiam, *En Banc*].

⁵¹ *Rollo*, p. 13.

⁵² See *Neri, et al. v. Judge Macabaya*, *supra*.

⁵³ See *YKR Corporation, et al. v. Philippine Agri-Business Center Corporation*, 745 Phil. 666 (2014) [Per *J. Villarama*, Third Division].

⁵⁴ *Id.*

⁵⁵ See *Brennisen v. Atty. Contawi*, 686 Phil. 342 (2012).

It has long been settled that “[a] lawyer may be disciplined for misconduct committed either in his or her professional or private capacity. The test is whether [a lawyer’s conduct manifests his or her wanting] in moral character, honesty, probity, and good demeanor, or [unworthiness] to continue as an officer of the court

x x x x

[Further] the Supreme Court [has] underscored that a lawyer must possess a high standard of honesty and fairness whether in his private or personal capacity:

The afore-cited canons emphasize the high standard of honesty and fairness expected of a lawyer not only in the practice of the legal profession but in his personal dealings as well. A lawyer must conduct himself with great propriety, and his behavior should be beyond reproach anywhere and at all times. For, as officers of the courts and keepers of the public’s faith, they are burdened with the highest degree of social responsibility and are thus mandated to behave at all times in a manner consistent with truth and honor. x x x Thus, lawyers may be disciplined for any conduct, whether in their professional or their private capacity, if such conduct renders them unfit to continue to be officers of the court.

x x x x

[Respondent] took advantage of his knowledge of the law to gain undue benefit for himself at the expense of Spouses Vasquez who are even his relatives who trusted him. Atty. Garcia thus failed to exercise good faith in his dealings with his principals. (Emphasis supplied)

Here, instead of ensuring the timely delivery of the sale proceeds to Spouses Vasquez, Atty. Garcia delayed the same under the pretext that full delivery could have caused tax and Anti-Money Laundering Act issues.⁵⁶ Although said issues could have indeed arisen in the course of the transaction, it does not explain Atty. Garcia’s unjustified refusal to turn over the remaining sale proceeds to Spouses Vasquez even though said proceeds have been in his possession since October 1, 2012.

**Canon 16 of the CPR
underscores the fiduciary
responsibility of lawyers
vis-à-vis their clients’
funds**

⁵⁶ *Rollo*, p. 138.

Atty. Garcia's acts also run afoul of Canon 16, Rule 16.01 and Rule 16.03 of the CPR:

CANON 16 — A lawyer shall hold in trust all moneys and properties of his client that may come into his possession.

RULE 16.01 A lawyer shall account for all money or property collected or received for or from the client.

RULE 16.03 A lawyer shall deliver the funds and property of his client when due or upon demand. However, he shall have a lien over the funds and may apply so much thereof as may be necessary to satisfy his lawful fees and disbursements, giving notice promptly thereafter to his client. He shall also have a lien to the same extent on all judgments and executions he has secured for his client as provided for in the Rules of Court.

As found by the IBP Board of Governors:⁵⁷

[The IBP-CBD] noted that while the respondent claimed that the Deed of Sale shows that the consideration of the sale is only P3,000,000.00 [sic] and not P7,000,000.00 as alleged in the complaint, **he offered no explanation on why he was able to remit the amount totaling to P5,054,464.73 if the consideration of the sale is only P3,000,000.00 [sic].**⁵⁸

X X X X

Respondent in his capacity as Attorney-In-Fact of Spouses Vasquez, failed to remit in full the proceeds of the sale of the spouses['] property which respondent was priorly given the authority to sell and to receive proceeds thereof. Respondent failed to remit the remaining amount of P1,599,824.00.⁵⁹

It is settled that the highly fiduciary nature of a lawyer's relationship with his or her clients gives rise to the duty to account for the money received for said clients.⁶⁰ A lawyer's failure to return upon demand the funds held by him or her on behalf of his or her client, as in this case, amounts to a violation of the trust reposed in him or her by his or her client.⁶¹

⁵⁷ *Id.* at 144 and 146.

⁵⁸ *Id.* at 144.

⁵⁹ *Id.* at 146.

⁶⁰ See *Bardenas v. Atty. Cabilan*, A.C. No. 11975 (Notice), April 25, 2022 citing *Egger v. Atty. Duran*, 795 Phil. 9, 17 (2016) [Per J. Perlas-Bernabe, First Division].

⁶¹ *Egger v. Atty. Duran*, *supra*.

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**Canons 17 and 18 of the
CPR direct lawyers to be
prompt in responding to
their clients' requests for
information**

We have ruled that a lawyer's failure to respond to a client's calls, texts, and letters for a status update on a particular legal matter constitutes failure to live up to a lawyer's duties in consonance with the Lawyer's Oath and the CPR.⁶² Canons 17 and 18 of the CPR provide:

Canon 17. A lawyer owes fidelity to the cause of his client and he shall be mindful of the trust and confidence reposed in him.

Canon 18. A lawyer shall serve his client with competence and diligence.

x x x x

Rule 18.03 — A lawyer shall not neglect a legal matter entrusted to him, and his negligence in connection therewith shall render him liable.

Rule 18.04 — A lawyer shall keep the client informed of the status of his case and shall respond within a reasonable time to the client's request for information.

From the moment Atty. Garcia accepted the task of selling the subject property, Spouses Vasquez reposed their trust and confidence in him. Consequently, Atty. Garcia bound himself to protect their interest to the best of his ability and to perform his duties with utmost diligence.⁶³ This includes the obligation to promptly reply to their requests for information.

Here, Atty. Garcia informed Jesus, in an e-mail⁶⁴ dated March 7, 2013, that he “[would] turn over whatever remain[ed] to [Jesus’] niece/nephew[w] [I]sabelle [L]edesma.” But when Jesus asked Atty. Garcia about the status of the amount that the latter was supposed to deliver to Isabelle in connection with the sale of the subject property, Atty. Garcia no longer responded.⁶⁵ All the demand letters⁶⁶ sent by Spouses Vasquez to Atty. Garcia were also ignored.

The Proper Penalty

⁶² See *Del Mar v. Atty. Amit, Jr.*, A.C. No. 12626 (notice), February 26, 2020; See *Sioson v. Atty. Apoya, Jr.*, 836 Phil. 322, 331 (2018) [Per *J. Caguioa*, Second Division].

⁶³ See *Del Mar v. Atty. Amit, Jr.*, *supra*.

⁶⁴ *Rollo*, p. 19.

⁶⁵ *Id.* at 19–20.

⁶⁶ *Id.* at 21–26.

There can be no question that a lawyer is guilty of misconduct sufficient to justify his or her suspension if he or she acts in a manner that presents him or her as unworthy of the trust and confidence involved in his or her official oath and is found to be wanting in that honesty and integrity that must characterize the members of the Bar in the performance of their professional duties.⁶⁷ The facts established by the IBP Board of Governors exposes Atty. Garcia's want of honesty and integrity in his dealings with Spouses Vasquez.

In *Sioson v. Atty. Apoya, Jr.*,⁶⁸ and *Foronda v. Atty. Alvarez, Jr.*,⁶⁹ the Court suspended the respondent lawyers therein for a period of six months for failing to remit funds to their client. However, in this instance, the Court deems it proper to increase the penalty of suspension to one year, pursuant to *Segovia-Ribaya v. Atty. Lawsin*.⁷⁰ In that case, the Court extended the recommended penalty of suspension from the practice of law for six months to one year because of the erring lawyer's failure to keep his client informed of the status of her case despite numerous requests for information, and despite being served two demand letters for the return of money received by the former for litigation and registration expenses.⁷¹

To be sure, Atty. Garcia's choice to ignore the three demand letters⁷² and the correspondence⁷³ sent by Spouses Vasquez reveals his proclivity to casually neglect his clients' cause. More, his use of his legal knowledge to avoid full compliance with his obligation to remit the entire sale proceeds to Spouses Vasquez, and his persistent denial of his shortcomings despite the evidence on record run contrary to the very essence of being a lawyer—upholding truth and justice.⁷⁴ His highly improper and irresponsible acts erode public's confidence in lawyers and in the law and must be punished accordingly.⁷⁵

FOR THESE REASONS, the Court finds Atty. Oliver P. Garcia **GUILTY** of violation of Canon 1, Rule 1.01, Canon 7, Rule 7.03, Canon 16, Rules 16.01 and 16.03, and Canons 17 and 18 of the Code of Professional Responsibility. He is **SUSPENDED** from the practice of law for a period of one year, effective from notice of this Resolution. He is **STERNLY WARNED** that a repetition of the same and similar acts will be dealt with more severely.

⁶⁷ See *Villonco v. Roxas*, 829 Phil. 373, 379-380 (2018) [Per *J. Peralta*, Second Division].

⁶⁸ *Supra* note 62.

⁶⁹ 737 Phil. 1 (2014) [Per *J. Reyes*, First Division].

⁷⁰ 721 Phil. 44, 52 (2013) [Per *J. Perlas-Bernabe*, Second Division], citing *Del Mundo v. Capistrano*, 685 Phil. 687, 694 (2012) [Per *J. Perlas-Bernabe*, Third Division].

⁷¹ *Id.*

⁷² *Rollo*, pp. 21-26.

⁷³ *Id.* at 19-20.

⁷⁴ See *Plus Builders, Inc. v. Atty. Revilla, Jr.*, 533 Phil. 250, 253 (2006) [Per *J. Panganiban*, *En Banc*].

⁷⁵ See *Lahbati, v. Atty. Bautista*, A.C. No. 12889 (Notice), December 7, 2020.

The suspension from the practice of law shall take effect immediately upon receipt of this Resolution by respondent. He is **DIRECTED** to immediately file a Manifestation to the Court that his suspension has started copy furnished all courts and quasi-judicial bodies where he has entered his appearance as counsel.

He is likewise **ORDERED** to **RENDER** the necessary accounting of the proceeds of the sale of the property covered by TCT No. N-321285, and **RETURN** to Jesus P. Vasquez and Victoria Tayag-Vasquez the amount of PHP 1,599,824.00 within 30 days from notice of this Resolution.

Let copies of this Resolution be furnished the Office of the Bar Confidant to be appended to respondent's personal record as attorney; the Integrated Bar of the Philippines for its information and guidance; and the Office of the Court Administrator for circulation to all courts in the country.

SO ORDERED.”

By authority of the Court:

TERESITA AQUINO TUAZON
Division Clerk of Court

By:



MA. CONSOLACION GAMINDE-CRUZADA
Deputy Division Clerk of Court ^{mm} 10/12

12 OCT 2023

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