## **DOLE reminds employers of pay rules for Labor Day**

MANILA – Workers in the private sector who will be working on May 1 (Labor Day) are entitled to 200 percent of their

basic salary. In Labor Advisory 6 issued Thursday, the Department

of Labor and Employment

(DOLE) said the 200 percent pay covers the first eight hours (basic wages times two). Beyond eight hours, the em-

ployer shall pay the employee an additional 30 percent of the hourly rate (hourly rate of the basic wage times 200 percent times 130 percent times the number of hours worked).

The DOLE said employ-

ees who will not report to work on Labor Day shall receive 100

TURN TO PAGE 3

NIA to help Cavite, **Batangas farmers improve** productivity

SEE PAGE 2

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APRIL 29-MAY 5, 2024 RE-ENTERED AS SECOND CLASS MAIL NO. 2011-37 AT BACOOR POST OFFICE , CAVITE DATED MARCH 31, 2011 VOL 22 NO. 35

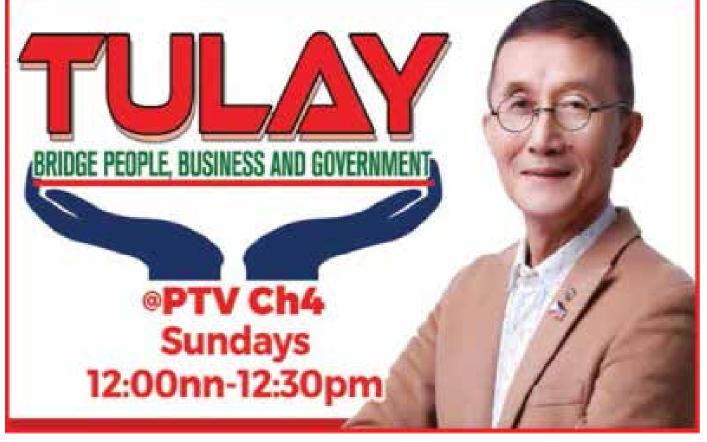
# DTI Cavite joins the CALABARZON Regional Development Plan (RDP) 2023-2028 **Provincial Roadshow in Cavite**



DTI Cavite, through BDD Chief Rebecca Tarasona, witnessed the ceremonial turnover of the RDP The RDP 2023-2028 is a plan to boost CALABARZON's economy and steer it back on a highand Provincial Development and Physical Framework Plan (PDPFP) at the CALABARZON Regrowth path using the lessons learned during the pandemic. It prioritizes job creation and poverty gional Development Plan 2023-2028 Provincial Roadshow held this afternoon, April 23, 2024. reduction, consistent with the current Administration's 8-Point Socioeconomic Agenda and the Cavite Governor Jonvic Remulla and NEDA Region IV-A Director Agnes E. Tolentino graced the country's long-term vision of a Matatag, Maginhawa, at Panatag na Buhay, or the Ambisyon Natin event at the International Convention Center, Cavite State University, Indang, Cavite.

2040.





# **CALABARZON's** economy grows by **5.2 percent in 2023**

The economy of CALABAR- second in terms of share, ac-ZON grew at 5.2 percent in 2023. This was slower than 7.8 percent growth recorded in 2022. In terms of levels, the size of CALABAR-ZON's economy continued to increase to 3.10 trillion pesos in 2023 from 2.94 trillion pesos in 2022 and 2.73 trillion pesos in 2021.

The top three fastest growing industries were: Other Services which include Arts, cu ture and recreational activities, personal services among others with 22.9 percent; Accommodation and food service activities with 19.5 percent, and Construction with 14.8 percent. Conversely, Mining and quarrying declined by 0.3 percent, the only industry which recorded a decline in 2023. (Figure 1)Figure 1. CALA-BARZON, Growth Rates by Industry: 2022 - 2023At Constant 2018 Prices, in percent

The main contributor to CALABARZON's economic growth was Wholesale and retail trade; repair of motor vehicles and motorcycles which contributed 0.9 percentage point to the regional growth, posting a 6.832 percent growth. This was followed by Manufacturing which grew by 1.7 percent; and Financial and insurance activities with 13.8 percent growth.

Source: Philippine Statistics

Authority

CALABARZON is the only predominantly Industrial region in the country. Among the major economic sectors of the region, Industry had the largest share with 49.6 percent. This was followed by Services with 46.0 percent share and AFF with 4.5 percent share. Of the 5.5 percent growth in Philippines' GDP in 2023, CALABARZON contributed 0.8 percentage point, the BARZON can be accessed in second highest next to NCR among the 17 regions. Moreover, the region also ranked

counting for percent of the total GDP.

CALABARZON's Gross capital formation records highest growth in the region

Among the major expenditure items, Gross capital formation recorded the highest growth of 9.6 percent but slower than the 17.3 percent growth in 2022. It was followed by Household final consumption expenditure, 6.0 percent and Government final consumption expenditure, 0.8 percent which were also slower compared to their growths in 2022. In contrast, Imports of goods and services from ROW and Exports of goods and services to ROW declined by 2.4 percent and 8.7 percent, respectively. (Figure 2) Figure 2. CALABARZON, Growth Rates by Expenditure Type: 2022 - 2023

At Constant 2018 Prices, in Percent Source: Philippine Statistics Authority

The per capita HFCE in the region was estimated at PhP 152,754 which grew by 4.3 percent, from PhP 146,502 in 2022. It was higher by 12.1 percent than the national level which was estimated at PhP 136,247. (Figure 3)

Figure 3. Philippines and CALABARZON,

Per Capita Household Final Consumption Expenditure: 2023 At Constant 2018 Prices, in pesos

Source: Philippine Statistics Authority

The Philippine Statistics Authority (PSA) was established through Republic Act No. 10625, otherwise known as the Philippine Statistical Act of 2013, and is tasked, among others, to compile and maintain macroeconomic accounts and indicators, at the national and sub-national levels.

Complete statistical tables, charts, and data visuals on the regional accounts of CALAthe PSA website

(https://psa.gov.ph/statistics/ regional-accounts).

Cavite

Republic of the Philippines Fourth Judicial Region Regional Trial Court Of Cavite Office of the Clerk of Court & Ex-Officio Sheriff New Justice Hall, J.P. Rizal Avenue, Kaybagal South, Tagaytay City

EJF NO. TG-23-149 FOR: Extra-Judicial Foreclosure of Real Estate Mortgage under Act No. 3135, as amended

HOME DEVELOPMENT MUTUAL FUND (otherwise known as Pag-IBIG Fund), Mortgagee,

JAIME Z. CIRON, Mortgagor.

#### NOTICE OF EXTRA-JUDICIAL SALE

Upon Extra-judicial foreclosure sale under Act 3135 as Amended by Act No. 4118, filed by Mortgagee, HOME DEVELOPMENT MU-TUAL FUND (otherwise known as Pag-IBIG Fund), a government financial institution duly organized and existing under and by virtue of Republic Act No. 9679, with principal office and place of business at The Petron Mega Plaza Building, No. 358 Sen. Gil Puyat Avenue, Makati City, pursuant to the terms and conditions of the Loan and Mortgage Agreement ("MORTGAGE") executed and notarized on April 8, 1999 by Mortgagor, JAIME Z. CIRON, single, of legal age, Filipino citizen, with residence and postal addresses at (1) P-25-08 9th Street, Villamor Air Base, Pasay City and (2) Lot 33, Block 2, Rancho Imperial De Silang, Brgy. Tartaria, Silang, Cavite, in favor of the Petitioner/Mortgagee, over a real estate property including improvements thereon, described in and covered by TRANSFER CERTIFICATE OF TITLE NO. (T-847104) 22675-A of the Registry of Deeds for Tagaytay City, in order to satisfy the outstanding loan obligation of the Mortgagors/Borrowers in the amount of TWO HUNDRED FORTY-FOUR THOUSAND NINE HUNDRED EIGHTY-THREE PESOS AND 72/100 (Php244,983.72) inclusive of interest and other charges, as of August 15, 2023, the undersigned Clerk of Court & Ex- Officio Sheriff of the Regional Trial Court of Cavite thru her deputy, Alex E. Martinez, will sell at public auction on MAY 30, 2024 at 10:00 o'clock in the morning or soon thereafter, at the New Hall of Justice of Tagaytay City, to the highest bidder, for Cash or Manager's Check and in Philippine Currency, the following property with all its improvements thereon, to wit:

TRANSFER CERTIFICATE OF TITLE NO. (T-847104) 22675-A Registry of Deeds for the Province of Cavite

"IT IS HEREBY CERTIFIED that certain land situated in the Mun. of Silang. Prov. of Cavite bounded and describes as follows:

A parcel of land (Lot 33, Blk. 2 of the cons. subd. plan Pcs-04-014042, being a portion of cons. of Lot 8036, Cad-452-D, Silang Cad.; and Reserved Area of Pcs-04-012899, LRC Rec. No. ), sit. in the Brgy. Tartaria, Mun. of Silang, Prov. of Cavite. Bounded on the SW., along line 1-2 by Lot 31, Blk. 2; on the NW., along line 2-3 by Rd. Lot 1; on the NE., along line 3-4 by Lot 35; on the SE., along line 4-1 by Lot 34, both of Blk. 2, all of the cons. subd. plan. Beginning at a pt. marked "1" on plan, being S. 67 deg. 39 E., 5134.54 m. from BLLM No. 1, Cad-456-D, Silang Cad.; thence N. 23 deg. 45'W., 11.07 m. to pt. 2; thence N. 66 deg. 15'E., 4.50 m. to pt. 3; thence S. 23 deg. 45'E., 10.93 m. to pt. 4; thence S. 64 deg. 26'W., 4.50 m. to the pt. of beginning, containing an area of FORTY NINE SQ. M. & FIFTY SQ. DEC. (49.50) SQ. METERS. All pts. referred to are indicated on the plan and are marked on the ground by PS cyl. conc. mons. 15x60 cm.; bearings true; date of orig. survey and that of the cons. subd. survey June 1-3, 1998 and was approved on

is registered in accordance with the provisions of the Property Registration Decree in the name of\* JAIME Z. CIRON, single, of legal

In the event the public auction should not take place on the said date, it shall be held on JUNE 6, 2024, without further notice.

Prospective bidders or buyers are hereby enjoined to investigate and verify for themselves the TRANSFER CERTIFICATE OF TITLE NO. (T-847104) 22675-A the encumbrances thereon, if any there be.

All sealed bids must be submitted to the undersigned on the above stated time and date

Tagaytay City, Philippines, April 11, 2024.

ATTY, VARBRA ANN A. VARIAS-DIMAYUGA Clerk of Court VI & Ex-Officio Sheriff

ALEX E. MARTINEZ Sheriff-In-Charge

WARNING:

IT IS ABSOLUTELY PROHIBITED TO REMOVE, DEFACE OR DE-STROY THIS NOTICE OF SHERIFF'S SALE ON OR BEFORE THE DATE OF THE AUCTION SALE UNDER THE PENALTY OF LAW

Publication was awarded to: CAVITE MONDAY TIMES Date of Publication: April 22, 29 & May 6, 2024

Copy Furnished:

HOME DEVELOPMENT MUTUAL FUND (otherwise known as Pag-IBIG Fund)

Mortgagee The Petron Mega Plaza Building, No. 358 Sen. Gil Puyat Avenue, Makati City MARIA VICTORIA D. CAPIRAL

C/O PAULINO E. CASES, JR. Attorney-in-Fact of the Mortgagee CASES COLLECTION MANAGEMENT, INC., 6th Floor JELP Business Solutions Building,

409 Addition Hills, Shaw Boulevard, Mandaluyong City **JAIME Z. CIRON** 

Mortgagor (1) P-25-08 9th Street, Villamor Air Base, Pasay City (2) Lot 33, Block 2, Rancho Imperial De Silang,

Brgy. Tartaria, Silang, Cavite

REPUBLIC OF THE PHILIPPINES FOURTH JUDICIAL REGION REGIONAL TRIAL COUR OFFICE OF THE CLERK OF COURT IMUS CITY, CAVITE

EXTRA-JUDICIAL FORECLOSURE OF REAL ESTATE MORT-GAGE UNDER ACT 3135 AS AMENDED BY ACT 4118

FC CASE NO. 18984-24

RIZAL COMMERCIAL BANKING CORPORATION, Mortgagee,

JENNA ROJAS GARCES, Mortgagor,

NOTICE OF EXTRA-JUDICIAL SALE

Upon extra-judicial petition for sale under Act 3135 as amended by Act 4118 filed by RIZAL COMMERCIAL BANKING CORPORA-TION, mortgagee, with principal place of business at 28th Floor AT Yuchengco Centre, 25th & 26th Streets, Bonifacio Global City, Taguig City against JENNA ROJAS GARCES, mortgagors, with residential and postal address at Block 11 Lot 9 Siena Villas, Bacoor, Cavite & Block 18 Lot 16 Camella Bukandala 4, Bucandala, Imus City, Cavite, to satisfy the mortgage indebtedness which as of April 3, 2024 amounts to ONE MILLION FORTY FOUR THOUSAND SIX HUNDRED FORTY SEVEN PESOS & 87/100 (P1,044,647.87), Philippine Currency, excluding interest and penalties, attorney's fees, sheriff's fees and all other charges incidental to this foreclosure and sale the undersigned will sell at public auction on MAY 21, 2024 at 10:00 A.M. or soon thereafter at the main entrance of the Office of the Clerk of Court, RTC, Hall of Justice, Aguinaldo Highway, Imus, Cavite, to the highest bidder, for CASH and in Philippine Currency, the following property with all improvements therein, to wit:

TRANSFER CERTIFICATE OF TITLE NO. 057-2021010449

"x x x that certain land situated in BARANGAY OF BUCANDALA, CITY OF IMUS, PROVINCE OF CAVITE, ISLAND OF LUZON, bounded and described as follows:

LOT NO: 16, BLOCK NO: 18 PLAN NO: PCS-04-030899

PORTION OF: LOT 6225-B, (LRC) PSD-299358, LOTS 1712-A & 1712-B, PSD-04-173115, LOT 1714-C, PSD-04-053076; LRC REC

LOCATION: BARANGAY OF BUCANDALA, CITY OF IMUS, PROV-INCE OF CAVITE, ISLAND OF LUZON

**BOUNDARIES:** 

DIRECTION ADJOINING LOT(S) NW ROAD LOT 18, PCS-04-030899 1-2 LOT 15, BLOCK 18, PCS-04-030899 2-3 NE 3-4 SE LOT 1714-B, PSD-04-053076 4-1 SW LOT 17, BLOCK 18, PCS-04-030899

AREA: FORTY SQUARE METERS (40), MORE OR LESS. X X X"

All sealed bids must be submitted to the undersigned on the abovestated time and date.

In the event the public auction should not take place on the said date and time, it shall be he held on MAY 14, 2024 without further notice.

Prospective bidders/buyers are hereby enjoined to investigate for themselves the title to the said property and encumbrance therein, if any there be.

Imus, Cavite, April 16, 2024

WILMAR M. DE VILLA Sheriff IV

APPROVED:

ARMIE A. FRANCISCO CLERK OF COURT VI

COPY FURNISHED:

RIZAL COMMERCIAL BANKING CORPORATION, 28th Floor AT Yuchengco Centre, 25th & 26th Sts., Bonifacio Global City, Taguig City 1634

JENNA ROJAS GARCES Block 11 Lot 9 Siena Villas, Bacoor, Cavite and/or Block 18 Lot 16 Camella Bukandala 4, Bucandala, Imus, Cavite

Publication: Cavite Monday Times Dates: April 29, May 6, 13, 2024





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NIA CBIMO

Republic of the Philippines Fourth Judicial Region Regional Trial Court Of Cavite Office of the Clerk of Court & Ex-Officio Sheriff New Justice Hall, J.P. Rizal Avenue, Kaybagal South, Tagaytay City

EJF NO. TG-23-160

FOR: Extra-Judicial Foreclosure of Real Estate Mortgage under Act No. 3135, as amended by Act No. 4118

HOME DEVELOPMENT MUTUAL FUND (otherwise known as Pag-IBIG Fund), Mortgagee,

WILLY C. YAYA married to MERIAM S. YAYA, Respondents/Mortgagors.

#### NOTICE OF EXTRA-JUDICIAL SALE

Upon Extra-judicial foreclosure sale under Act 3135, as Amended by Act No. 4118, filed by Petitioner/Mortgagee, Home Development Mutual Fund (otherwise known as Pag-IBIG Fund), a government financial institution duly organized and existing under and by virtue of Republic Act No. 9679 with principal office at The Petron Mega Plaza Building No. 358 Sen. Gil Puyat Avenue, Makati City, pursuant to the terms and conditions of the Loan and Mortgage Agreement executed and notarized on July 30, 1998 by Respondents/Mortgagors, WILLY C. YAYA married to MERIAM S. YAYA, both of legal age, Filipino citizens, with residence and postal addresses at (1) Lot 16 Block 6 Don Aguedo Subdivision, Sucat, Parañaque City, Metro Manila and (2) Lot 10 Block 34 Rancho Imperial De Silang, Brgy. Tartaria, Silang, Cavite, in favor of the Petitioner/Mortgagee, over a real estate property including improvements thereon, described in and covered by Transfer Certificate of Title No. (T-808961) 16579, of the Registry of Deeds for Tagaytay City, in order to satisfy the outstanding loan obligation of the Respondents/Mortgagors in the amount of TWO HUNDRED SEVENTY-FOUR THOUSAND TWO HUNDRED FOUR PESOS and 00/100 (Php 274,204.00) inclusive of interest, penalties and other charges, as of August 15, 2023, the undersigned Clerk of Court & Ex-Officio Sheriff of the Regional Trial Court of Cavite thru her deputy, Rhiz Sañel C. Toledo, will sell at public auction on June 11, 2024 at 10:00 o'clock in the morning or soon thereafter, at the New Hall of Justice of Tagaytay City, to the highest bidder, for Cash or Manager's Check and in Philippine Currency, the following property with all its improvements thereon, to wit:

TRANSFER CERTIFICATE OF TITLE NO. (T-808961) 16579 Registry of Deeds for Tagaytay City

"IT IS HEREBY CERTIFIED that certain land is situated in the MUN. OF SILANG, PROV. OF CAVITE, bounded and described as fol-

A PARCEL OF LAND (LOT 10 BLK. 34 OF THE CONS./SUBD. PLAN PCS-04-012899. BEING A PORTION OF LOT 8014, 8015, 8017, 8018, CAD. 452-D, SILANG CAD, LOTS 8016-A TO 8016-H, CSD-04-006071-D, LOT 15709-A, CSD-042118-012810-D & LOT BLK. 71, PCS-04- 011250, LRC REC. NO. ), SITUATED IN THE BRGY. OF TARTARIA, MUN. OF SILANG, PROV. OF CAVITE. BOUNDED ON THE NW., ALONG LINE 1-2 BY LOT 31; ON THE NE., ALONG LINE 2-3 BY LOT 9 BOTH OF BLK. 34; ON THE SE., ALONG LINE 3-4 BY RD. LOT 26 (8.00 M. WIDE); AND ON THE SW., ALONG LINE 4-1 BY LOT 11 OF BLK. 34, ALL OF THE CONS./ SUBD. PLAN. BEGINNING AT A PT. MARKED "1" ON PLAN BEING S. 65 DEG. 10'E., 5047.89 M. FROM BLLM NO. 1, CAD. 452-D, SI-LANG CAD. THENCE N. 68 DEG. 26'E., 4.50 M. TO PT. 2; THENCE S. 21 DEG. 34'E., 10.00 M. TO PT. 3; THENCE S. 68 DEG. 26'W. 4.50 M. TO PT. 4; THENCE N. 21 DEG. 34'W., 10.00 M. TO PT. 1; BEGINNING, CONTAINING AN AREA OF FORTY FIVE (45) SQ. METERS. ALL PTS. REFERRED TO ARE INDICATED ON THE PLAN AND ARE MARKED ON THE GROUND BY PS CYL. CONC. MONS. 15X60 CM.; BEARINGS TRUE; DATE OF ORIG. SURVEY DEC. 7, 1973-DEC. 4, 1975 AND THAT OF THE SUBD. SURVEY AUG. 1-30, 1997 AND WAS APPROVED ON DEC. 5, 1997. is registered in accordance with the provisions of the Property Reg-

istration Decree in the name of WILLY C. YAYA, married to MERIAM S. YAYA, married, both of legal

In the event the public auction should not take place on the said date, it shall be held on JUNE 18, 2024, without further notice. Prospective bidders or buyers are hereby enjoined to investigate and verify for themselves the TRANSFER CERTIFICATE OF TITLE NO. (T-808961) 16579 the encumbrances thereon, if any there be. All sealed bids must be submitted to the undersigned on the above stated time and date.

Tagaytay City, Philippines, April 4, 2024.

ATTY. VARBRA ANN A. VARIAS-DIMAYUGA Clerk of Court VI & Ex-Officio Sheriff

RHIZ SAÑEL C. TOLEDO Sheriff-In-Charge

IT IS ABSOLUTELY PROHIBITED TO REMOVE, DEFACE OR DE-STROY THIS NOTICE OF SHERIFF'S SALE ON OR BEFORE THE DATE OF THE AUCTION SALE UNDER THE PENALTY OF LAW

Publication was awarded to: CAVITE MONDAY TIMES Date of Publication: April 29, May 6 & 13, 2024

Copy Furnished:

HOME DEVELOPMENT MUTUAL FUND (otherwise known as Pag-IBIG Fund) Petitioner/Mortgagee

The Petron Mega Plaza Bldg., No. 358 Sen. Gil Puyat Avenue, Makati City

MARIA VICTORIA D. CAPIRAL C/O PAULINO E. CASES, JR. Attorney-in-Fact of the Mortgagee c/o Cases Chun & Associates Law Offices 6th Floor JELP Business Solutions Building, 409 Addition Hills, Shaw Boulevard, Mandaluyong City

WILLY C.YAYA, married to MERIAM S. YAYA Respondent/Mortgagor Lot 16 Block 6 Don Aguedo Subdivision, Sucat, Parañaque City, Metro Manila

NIA to help Cavite, Batangas farmers improve productivity

NAIC, Cavite (PIA) - As a commitment to support local farmers and enhance their agricultural productivity, the National Irrigation Administration (NIA) Calabarzon has formalized a partnership with Cavite and Batangas-based irrigator associations (IA).

Among the approved provisions in the agreement is that farm inputs, including seeds, fertilizers, pesticides, biofertilizers, and cash assistance totaling P50,000 per hectare for farmers, will be awarded to IA members as a significant investment in the success of rice farming in the region.

NIA said that over 100 hectares of farm lands will be put under rice contract farming, which will benefit 62 farmers.

The MOA encompasses nine IAs, including Putat Balok Balok Bayabas IA, Campo Avejar IA, Nasugbu Batangas Central IA, Banlikan IA, Nasugbu East Farmers IA Inc., SMMT Cavite Pioneer IA. CMSJTF IA, Balite-Munti-Doreo IA, and Bucal Pasong Malainen IA.

The organizations cover three irrigation systems in the two provinces, namely the Balayungan River Irrigation System and Kay Akle River Irrigation System in Cavite and the Palico River Irrigation System in Batangas. Reynaria Tapia, the administrative and finance division manager of NIA Calabarzon, sees the partnership as a strategic approach of the agency in aiding farmers, on which she expects them to play an active role in achieving broader objectives, such as helping the various initiatives of the government in attaining food security.

"I see that this contract farming program is a strategic approach by our NIA top management to effectively support our farmers. That's why we hope that our beneficiaries will become more part of the food security initiative of the government," she said.

Arnesto Dino, president of the Cavite IA Federation, expressed gratitude to NIA for bringing the program and hopes that it will help promote agricultural development at the grassroots level, which will safeguard the livelihood and income of small farmers in



Among the approved provisions in the agreement is that farm inputs, including seeds, fertilizers, pesticides, bio-fertilizers, and cash assistance totaling P50,000 per hectare for farmers, will be awarded to IA members as a significant investment in the success of rice farming in the region. (Photo from NIA Calabarzon)



As a commitment to support local farmers and enhance their agricultural productivity, NIA Calabarzon has formalized a partnership with Cavite and Batangas-based irrigator associations. (Photo from NIA Calabarzon)

Cavite.

"We think that this program is not only targeting an increase in our yield, but also to help us stop the activities of exploitative rice traders," he said.

Batangas IA Federation president Teodoro Jonson backs up the program and projects In a report released by NIA

more opportunities to improve their livelihood.

"We will do everything to make this program a success, which used to be just a dream, but now it is happening all because of NIA," Jonson said.

that the initiative will provide Calabarzon, 271 hectares of farmland are involved in contract farming region- wide which currently benefits 278 farmers from 17 IAs across Cavite, Laguna, Batangas, and Quezon provinces. (AM/PIA-4A; with reports from NIA Calabarzon)

### **DOLE reminds employers of pay rules for Labor Day.FROM PAGE I**

percent of his/her wage for that day, provided that the employee reports to work or is on leave of absence with pay on the day immediately preceding the regular holiday.

Where the day immediately preceding the regular holiday is a non-working day in the establishment, or is the scheduled rest day of the employee, the employee shall be entitled to holiday pay if the employee reports to work or is on leave of absence with pay on the day immediately preceding the non-working day or rest day. If work is done during the regular holiday that also falls on the employee's rest day, the employee shall receive an additional 30 percent of the basic wage of 200 percent (basic wage times 200 percent times 130 percent). Job fairs

The DOLE is also reminding prospective job-seekers of the simultaneous job fairs to be

conducted across the country in celebration of the 122nd Labor Day.

Labor Secretary Bienvenido Laguesma said 95 job fair venues organized by the 16 regional offices of DOLE would feature 204,818 local job vacancies from 2,441 participating employers.

A total of 41,026 overseas employment opportunities will also be offered by 81 participating employers.

The DOLE said workers would also be given free rides for a limited period at the Metro Rail Transit Line 3 (MRT-3) and Light Rail Transit Line 2 (LRT-2) on May 1.

Those who would like to avail of the free rides from 7 a.m. to 9 a.m., and 5 p.m. to 7 p.m., only have to present their company IDs. (PNA)

Republic of the Philippines Fourth Judicial Region REGIONAL TRIAL COURT Branch 16, CAVITE CITY rtc2cav016@judiciary.gov.ph Tel. No. (046) 230-8931

Civil Case No. N-9351

For: Annulment of Sale and Dam-

Roldan R. Abanilla, Et Al., herein collectively known as "concerned Philips Employees", Plaintiffs,

Seijin Na Woo, Inc., Susan P. Dahinog, Socorro B. Cataulin and Rogelio Robles, Defendants.

For: Cross Claim and Damages

Sejin Nawoo, Inc, Defendant. -versus-Susan P. Dahinog, Socorro B. Cataulin and Rogelio Robles, Defendants.

> SUMMONS (by Publication)

Socorro B. Cataulin and Rogelio C. Robles
No. 321 San Juan I, Gen. Trias City,
Cavite

Greetings: WHEREAS, on November 19, 2021, plaintiffs Roldan R. Abanilla, and forty-one (41) others, herein collectively known as "concerned Philips Employees", filed a Complaint for Annulment of Sale and Damages, which reads as follows:

"Plaintiffs, collectively known as "CONCERNED PHILIPS EMPLOY-EES, through counsel, respectfully states:

NATURE OF THE COMPLAINT This is a case for the annulment of Deed of Absolute Sale dated May 8. 2019 covering the sale of buildings and manufacturing facilities of Philips Export Industries, Inc., covered by Tax Declaration No. 17-0009-04863 of the Provincial Assessor of Cavite by virtue of Sheriff's Certificate of Sale/Award dated November 15, 2016 of the Labor Arbiter of San Pablo City, Laguna, which results from the favorable judgment of Philips employees in NLRC-RAB-IV-09-1619-02 and NLRC-RAB-IV-

11-16441-02-C. The sale should be declared null and void on the grounds that: the seller has no authority to sell the said property; the consideration in the Deed of Sale is simulated; the the Deed of Sale is void since the notary public who notarized the Deed of Sale is not a duly commissioned Notary Public and is not a member of the bar.

PARTIES PARTIES

1. Plaintiffs, herein collectively known as "CONCERNED PHILIPS EMPLOYEES", are of legal ages, Filipinos, and for purposes of these proceedings, may be served with notices and other court processes through counsel, the PACALDO & BELLEZA LAW OFFICES, with address at 200D Plaza Soledad address at 200D Plaza Soledad.

Samonte Park, San Roque, Cavite City, Philippines.
2. Plaintiffs CONCERNED PHILIPS EMPLOYEES are indigent persons duly evidenced by the Certificate of Indigency issued by their respective City/Municipal Social Welfare and Development Office. (Copies of the certificates of indigency are hereto attached as ANNEXES "A" to "PP", inclusive.) Also attached herewith as ANNEX "QQ" is the plaintiffs' consolidated Affidavit of Indigency to attest to the fact that they are all indigent indigent )

3. As such, the plaintiffs have no means to pay the filing fee and court expenses of the instant civil com-

Plaintiffs CONCERNED PHILIPS EMPLOYEES hereby respectfully able Court that they be allowed to litigate as pauper litigants as provided by Section 21, Rule 3 of the Rules of Court.

"Sec. 21. Indigent party. - A party may be authorized to litigate his ac-tion, claim or defense as an indigent if the court, upon an ex parte application and hearing, is satisfied that the party is one who has no money or property sufficient and available for food, shelter and basic necessi-ties for himself and his family. "Such authority shall include an

exemption from payment of docket and other lawful fees, and of transcripts of stenographic notes which court may order to be furnished . The amount of the docket and other lawful fees which the indigent was exempted from paying shall be a lien on any judgment rendered in the case favorable to the indigent, unless the court otherwise provides
5. Defendant SEJIN NA WOO INC. (herein after referred to as defendant "SEJIN"), is a corporation or-ganized and existing under the laws of the Republic of the Philippines with business address at Lot 9-13, Block 1, Phase 2, Main Avenue, Cavite Economic Zone, Rosario, Cavite, Philippines, represented by its President BYUNGSEON KU, of legal age, Korean citizen, where he

may be served with summons and other court processes.
6. Defendants SUSAN P. DA-HINOG, SOCORRO B. CATAULIN, and ROGELIO C. ROBLES, (hereinafter referred to as defendant "DA-HINOG, et al.") are likewise of legal age, Filipinos and may be served with summons and other court processes c/o SUSAN P. DAHINOG with address at #321 San Juan 1, City of General Trias, Cavite;

7. Defendant PROVINCIAL ASSESSOR'S OFFICE OF THE PROVINCE OF CAVITE is being sued as

nominal party being the government agency which is the repository of tax declaration and records of documents affecting appraisal and assessment of real properties and tasked with the recording, registration and annotation of conveyances affecting the same for taxation purposes within the province. It may be served with summons, notices and other court processes of this Cavite Capitol Compound, Trece Martires City.

8. Defendant MUNICIPAL ASSESSOR'S OFFICE OF ROSARIO is being sued as nominal party being the govern-ment agency of the local government of Rosario which is also the repository of tax declaration and records of docu ments affecting appraisal and assess ment of real properties and tasked with the recording, registration and an-notation of conveyances affecting the same for taxation purposes within their local jurisdiction. It may be served with summons, notices and other court pro-cesses of this Rosario Municipal Hall, Poblacion, Rosario, Cavite.

ALLEGATIONS COMMON TO ALL

ALLEGATIONS COMMON TO ALL
CAUSES OF ACTION
9. Philips Export Industries, Inc. (hereinafter, "PHILIPS"), is a manufacturing company which operated at Cavite
Economic Zone, Rosario, Cavite, Philippines. It employed the more or less one thousand (1,000) employees including the herein plaintiffs CONCERNED PHILIP EMPLOYEES and the DEFENDANTS DAHINOG, ET AL. The said company ceased its operations sometime in December 2000 time in December 2000.

Consequently, the dismissed employees including plaintiffs CON-CERNED PHILIPS EMPLOYEES and the defendants DAHINOG, ET AL filed a labor case before the National Labor Relations Commission for illegal dismissal, money claims and damages which was docketed as NLRC Case No. RAB IV-9-16169- 02-C. The trial of the said labor case ensued and a favorable judgment was rendered for the Philips employees. A judgment was rendered declaring the employees (herein plaintiffs and defendants) as illegally dismissed and the company was ordered to pay them their money claims. (Copy of the Decision dated September 29, 2005 is attached as ANNEX "RR" hereof.)

11 Among the assets of the said corporation are buildings and manufacturing facilities of Philips Export Industries, Inc., covered by Tax Declaration No. 17-0009-04863 of the Provincial Assessor of Cavite. (Copy of the Tax Declaration No. 17-0009- 04863 is attached as AN-

NEX "SS" hereof.)

12. Since the company was not able to satisfy their money claims, the sheriff of the NLRC auctioned the aforesaid properties and was eventually awarded in favor of the employees. (Copy of the Certificate of Sale is attached as AN-

NEX "TT" hereof.)

13. The said certificate of award was annotated on tax Declaration No. 17-0009-04863 of the Provincial Assessor of Cavite for purposes of levy. (See An-

14. In the course of the said proceedings, plaintiffs CONCERNED PHILIPS EMPLOYES and defendants DA-HINOG, ET AL., executed a Special Power of Attorney in favor of the latter to substrict hom to proposition and sall the authorize them to negotiate and sell the aforesaid properties to prospective buyers in order to realize the labor award so that the same will be monetized and the proceeds of the sale to be distributed to the illegally dismissed employees. (Copy of the Special Power of Attorney is attached as ANNEX "VV" hereof.)

15. For several years, the said properties of Philips were being negotiated to different prospective buyers until on December 28, 2018 the defendants DA-HINOG, ET AL. were able to broker a sale of PHILIPS' properties to defendant SEJIN in the amount of One Hundred Ten Million Pesos (Php110,000,000.00). (Copy of the Contract to Sell is attached as ANNEX "WW" hereof.)
16. However, sensing something may be amiss in the prospective sale of the

properties being negotiated by their at-torneys-in-fact, defendants DAHINOG, ET AL., the plaintiffs CONCERNED PHILIPS EMPLOYEES executed a document entitled Revocation/Cancella-tion of Special Power of Attorney dated March 27, 2019 revoking the special power of attorney. (Copy of the Revocation/Cancellation of Special Power of Attorney is attached as ANNEX "XX"

hereof.)
17. Thereafter, on May 8, 2019, defendants DAHINOG, ET AL. executed a Deed of Absolute Sale selling the said properties to defendant SENJIN and undervalued the amount of sale to Php42,000,000.00 contrary to the contract to sell they previously executed indicating a purchase price of Php110,000,000.00. (Copy of the Deed of Absolute Sale is attached as ANNEX " hereof.)

18. The sale was proceeded and was executed notwithstanding the revoca-tion of their authority to sell the same as

mentioned above.

19. Thereafter defendants DAHINOG ET AL., processed the payment of the capital gains tax and other fees before the Bureau of Internal Revenue and was issued Certificate Authorizing Registration. The tax was assessed based on the Php42,000,000.00 appearing in the questionable deed of absolute sale. (Copy of the Certificate Authorizing Registration is attached as ANNEX "ZZ" hereof.)

20. Thereafter defendant SEJIN was 20. Increamer defendant SEJIN was able to register the said properties before the defendant PROVINCIAL ASSESSOR'S OFFICE OF THE PROVINCE OF CAVITE in their name as evidenced by the Tax Declaration No. 17-0009-04974. (Copy of the Tax Declaration No. 17-0009-04974 is attached as ANNEX "AAA" hereof.)
FIRST CAUSE OF ACTION

laintiffs CONCERNED PHILIPS EM-PLOYEES replead the foregoing allegations as they may be pertinent and relevant hereto and further aver: Defendants authority has already been revoked thus the sale executed by the

defendants is void. 21. It is clear from the foregoing that defendants DAHINOG, ET AL., sold defendants DAHINOG, ET AL., sold the said properties of PHILIPS without the authority and consent from plaintiffs CONCERNED PHILIPS EMPLOYEES considering that their authority to sell the same has already been revoked and withdrawn. In this case, their said spe-

cial power of attorney was revoked on March 27, 2019 and yet the defendants DAHINOG, ET AL., still proceeded with the sale of the said properties on May 8, 2018 as evidenced by the deed of absolute sale aforementioned.

22. Under Article 1919 of the Civil Code of the Philippines, an agency may be extinguished by its revocation. Meanwhile, Article 2020 of the said law states that the principal may revoke the agency at will and compel the agent to return the document evidencing the agency.

23. In the said revocation of the plaintiffs CONCERNED PHILIPS EMPLOYEES, revoked, rescinded and terminated the said special power of attorney and all powers-of-attorney and all authority, rights and power which was previously conferred and granted to defendants DAHINOG, ET AL. It also contains a provision to withhold and not to release to them the sale proceeds or any remaining portion thereof.

24. Herein plaintiffs CONCERNED PHILIPS EMPLOYEES exercised their right to revoke the said agency in favor of the defendants DAHINOG, ET AL. under Article 1919 and Article 2020 of the Civil Code of the Philippines, thus the latter have no authority/power to sel the said property of Philips to defendant SEJIN hence making the said contract null and void.

25. Furthermore, Articles 1874 and 1878 of the Civil Code provide:

Art. 1874. When a sale of a piece of land or any interest therein is through an agent, the authority of the latter shall be in writing; otherwise, the sale shall be

Art. 1878. Special powers of attorney are necessary in the following cases: X X X

(5) To enter into any contract by which the ownership of an immovable is trans-mitted or acquired either gratuitously or for a valuable consideration:

26. There is no question that the subject properties in this case is a real property comprising but not limited to industrial factory warehouse several industrial

27. In Spouses Alcantara vs. Nido (G.R No. 165133, April 19, 2010), the Supreme Court held that a special power of attorney is also necessary to enter into any contract by which the ownership of an immovable is transmitted or acquired for a valuable consideration. Without any authority in writing, respondent cannot validly sell the lot to petitioners. Hence, any "sale" in favor of the petition-

buildings and hangar. (See Annex "SS".)

28. The Supreme Court held in the said

"Our ruling in Dizon v. Court of Appeals is instructive:
"When the sale of a piece of land or any

interest thereon is through an agent, the authority of the latter shall be in writing; otherwise, the sale shall be void. Thus the authority of an agent to execute a contract for the sale of real estate must be conferred in writing and must give him specific authority, either to conduct the general business of the principal of to execute a binding contract containing terms and conditions which are in the contract he did execute. A special power of attorney is necessary to enter into any contract by which the ownership of an immovable is transmitted or acquired either gratuitously or for a valuable consideration. The express mandate re-quired by law to enable an appointee of an agency (couched) in general terms to sell must be one that expressly mentions a sale of that includes a sale as a necessary ingredient of the act mentioned. For the principal to confer the right upon an agent to sell real estate, a power of attorney must so express the powers of the agent in clear and unmistakable language. When there is any reasonable doubt that the language so used conveys such power, no such construction shall be given the document.

"Further, Article 1318 of the Civil Code enumerates the requisites for a valid contract, namely:
1. consent of the contracting parties;

3.

object certain which is the subject

cause of the obligation which is es-

tablished.
"Respondent did not have the written authority to enter into a contract to sell the lot. As the consent of Revelen, the real owner of the lot, was not obtained in writing as required by law, no contract was perfected. Consequently, petitioners failed to validly acquire a lot."

29. In this case, considering that the authority to sell and dispose PHILIPS' property by the defendants DAHINOG,

has already been revoked, there is thus no authority to speak of. Consequently, the sale to defendant SENJIN is therefore void

30. Verily, a void or inexistent contract has no force and effect from the very beginning. This rule applies to contracts that are declared void by positives are in the property of the prope tive provision of law as in the case of a sale of conjugal property without the other spouse's written consent. A void contract is equivalent to nothing and is absolutely wanting in civil effects. It can-not be validated either by ratification or prescription. When, however, any of the terms of a void contract have been per formed, an action to declare its inexistence is necessary to allow restitution of what has been given under it. (See Tan vs. Hosana, G.R. No. 190846, February 3. 2016.)

SECOND CAUSE OF ACTION Plaintiffs CONCERNED PHILIPS EM-PLOYEES replead the foregoing alle-gations as they may be pertinent and relevant hereto an further aver: The sale transaction is void for being simulated and contract to law

31. The above circumstances therefore clearly show that the purported deed of sale is simulated and fictitious under 1409 of the Civil Code which states:

"Art. 1409. The following contracts are inexistent and void from the beginning:

"(1) Those whose cause, object, or purpose is contrary to law, morals, good customs, public order or public policy;

"(2) Those which are absolutely simulàtéd and fictitious:

"(3) Those whose cause or object did not exist at the time of the transaction:

"(7) Those expressly prohibited or declared void by law."

32. The subject sale executed by the defendants DAHINOG ET AL. and defendant SEJIN is certainly void and inexistent for the following reason, to wit: first, there is absolutely no consent of the alleged vendors, i.e., plaintiffs CONCERNED PHILIPS EM-PLOYEES; second, there is no cause or consideration for the sale as far as they are concerned because they have not received any consideration thereof; third, the sale is expressly declared void by law since there is no authority from the vendors.

33. An examination of said tax declaration would reveal that defendant SENJIN became registered owner of the properties under the Tax Declaration No. 17-0009-04974 by using the void deed of sale. This came as a result of defendant DAHINOG ET AL.'s and defendant SENJIN's underhanded and devious machinations which made them able to register the subject properties in the latter's name.

34. Furthermore, as discussed above, since the sale was authorized by virtue of the revoked authority and power to sell, the sale is expressly prohibited or declared void by the law under Article 1874 and 1878 in relation to Article 1919 of the Civil Code of the Philippines. THIRD CAUSE OF ACTION

Plaintiffs CONCERNED PHILIPS EM-PLOYEES replead the foregoing allegations as they may be pertinent and relevant thereto and further aver: The deed of sale is not a public instru-

ment due to improper notarization 35. To bolster the claim of their devious and underhanded intention to proceed with the sale of the propproceed with the sale of the property without the consent nor authority of the plaintiffs CONCERNED EMPLOYEES, they even caused the notarization of the undervalued deed of absolute sale to a hoax notary in the person of one Atty. Macario B. Benedicto of Rosario, Cavite. As per certification of the Office of the Clerk of Court of Cavite City he is not a duly of Court of Cavite City, he is not a duly commissioned notary public of Rosa-rio, Cavite. (Copy of the Certification is attached as ANNEX "BBB" hereof.)

36. Moreover, Atty. Macario B. Benedicto is not a member of the bar as evidenced by the Certification issued by the Office of the Bar Confidant hereto attached as ANNEX "CCC".

37. In the case of IVQ Landholdings, Inc. vs. Barbosa (G.R. No. 193156, January 18, 2017), the Supreme Court held: Furthermore, in Bitte v. Jonas, the

Court had occasion to discuss the consequence of an improperly notarized deed of absolute sale. Thus -

"Article 1358 of the New Civil Code requires that the form of a contract transmitting or extinguishing real rights over immovable property should be in a public document. x x x. "Not having been properly and validly notarized, the deed of sale cannot be considered a public document. an accepted rule, however, that the failure to observe the property form does not render the transaction invalid. It has been settled that a sale of real property, though not consigned in a public instrument or formal writing is, nevertheless, valid and binding among the parties, for the time-hon-ored rule is that even a verbal contract of sale or real estate produces legal effects between the parties.

"Not being considered a public document, the deed is subject to the re-quirement of proof under Section 20, Rule 132, which reads:

"Section 20. Proof of private document. - Before any private document offered as authentic is received in evidence its due execution and authenticity must be proved either: (a) By anyone who saw the document

executed or written; or
(b) By evidence of the genuineness of the signature or handwriting of the

maker.
Any other private document need only be identified as that which is it claimed

"Accordingly, the party invoking the validity of the deed of absolute sale had the burden of proving its authenticity and due execution. X x x.

38. In Dela Rama vs. Papa (G.R. No. 142309, January 30, 2009), the Supreme Court made this pronouncement: "This petition allows us to reiterate some of the basic rules concerning the notarization of deeds of conveyance involving real property. Such rules are important because an improperly notarized document can-not be considered a public document and will not enjoy the presumption of its due execution and authenticity.

39. Thus, not being a public document, the said sale between defendant DAHINOG ET AL. and defendant SENJIN is not binding to third persons, the herein plaintiffs.
FORTH CAUSE OF ACTION

Plaintiffs CONCERNED PHILIPS EM-PLOYEES replead the foregoing allegations as they may be pertinent and relevant thereto and further aver: Defendants hold the property of the plaintiffs in trust.

40. As a result of the unauthorized sale of the properties, the defendants DAHINOG ET AL. are therefore liable to account for all the payments that were made to them by the defendant SENJIN and should render a complete accounting of the money received by them. In the meantime, the defendants DAHINOG ET AL. hold in trust the money/consideration paid by defendant SENJIN which they are li-able to account to the plaintiffs CON-CERNED EMPLOYEES

41 Also defendant SENJIN holds in trust in favor of the plaintiffs CON-CERNED EMPLOYEES the subject property which they acquired without authority and under the law.

42. As such, they are obliged to render a full accounting of the amount of consideration that they have received from de-fendants SEJIN as result of the fictitious sale and to return and/or pay the herein plaintiffs the amount they have received as proceeds of the sale

43. The Supreme Court held in the case of Estate of Cabacungan vs Laigo (G.R. No. 175073, August 15, 2011):

"Third, there is a fundamental principle in agency that where certain property entrusted to an agent and impressed by law with a trust in favor of the principal is wrongfully diverted, such trust follows the property in the hands of a third person and the principal is ordinarily entitled to pursue and recover it so long as the property can be traced and long as the property can be traced and identified, and no superior equities have intervened. This principle is actually one of trusts since the wrongful conversion gives rise to a constructive trust which pursues the property, its product or proceeds, and permits the beneficiary to recover the property or obtain damages for the wrongful conversion of the prop-erty. Aptly called the "trust pursuit rule," it applies when a constructive or resulting trust has once affixed itself to property in a certain state or form.

"x x x. Accordingly, the person to whom is made a transfer of trust property con-stituting a wrongful conversion of the trust property and a breach of the trust,

protected as a bona fide purchaser for value, is himself liable and accountable as a constructive trustee. The liability attaches at the moment of the transfer of trust property and continues until there is full restoration to the beneficiary. Thus, the transferee is charged with, and can be held to the performance of the trust. equally with the original trustee, and he can be compelled to execute a recon-

veyance.
"This scenario is characteristic of a constructive trust imposed by Article 1456 of the Civil Code, which impresses upon a person obtaining property through mis-take or fraud the status of an implied trustee for the benefit of the person from whom the property comes. Petitioner, in laying claim against respondents who are concededly transferees who professed having validly derived their ownership from Roberto, is in effect enforcement. ing against respondents a constructive trust relation that arose by virtue of the wrongful and fraudulent transfer to them of the subject properties by Roberto."

FIFTH CAUSE OF ACTION
Plaintiffs CONCERNED PHILIPS EM-PLOYEES replead the foregoing allegations as they may be pertinent and relevant hereto and further aver: Defendants are liable for damages

44. As a result of this unlawful acts of defendants, plaintiffs who are lowly rank and file employees, suffered mental anguish, sleepless nights, serious emotional anxiety, wounded feelings, moral shock and similar injury by which plaintiffs should be individually compensated in the amount of Photon 000 00 sated in the amount of Php100,000.00

as moral damages.
45. That to defer others who are similarly minded as defendants in selling the property without authority with no clear intention but to deprive the herein plaintiffs of their property which is the equivalent of their monetary award for being illegally dismissed, and by way of example or correction for the public good, defendants should be made to pay individually the herein plaintiffs exemplary damages in the amount of Php100,000.00.

46. Moreover, as a consequence of the filing of this complaint, plaintiff was compelled to engage the services of the counsel with a contingent fee of 20% of whatever award may be granted to the plaintiffs

EVIDENCE IN SUPPORT OF THE COMPLAINT

COMPLAINT
47. In support of the complaint, the following witnesses will testify:
a. Plaintiffs SUSAN L. AGUILAR and ROLDAN R. ABANILLA, who will testify to prove the material allegations of the complaint.

b. Corroborative witnesses ROLANDO
V. SESIMAR, ROSEBETH B MOTA,
LOPITO B. BANTAY, MYRNA P. ALAR-CON, RENATO A. PAREJA, they will testify to prove the material allegations in the complaint and other relevant matters. c. Representative of the Assessor's Of-

fice - who will testify on with respect to the transfer of the properties in the name of defendant Senjin.

48. In support of the complaint, plaintiffs

will present the following documents:
Special Power of Attorney

Certification Certificate of Indigency issued by the Office of the Barangay Decision in

NLRC Case No. RAB IV-9-16169-02-C Certificate of Indigency issued City Social Welfare and Development Office Tax Declaration No. 17-0009- 04863

Affidavit of Indigency Certificate Sale by NLRC Special Power of Attorney tract to Sell Revocation/Cancellation Special Power Attorney
Certificate Authorizing Registration Deed of Absolute Sale

Tax Declaration No. 17-0009- 04974 Certificate from Office of Clerk of Court Certification from Office of the Bar

Confidant

WHEREFORE, in view of the foregoing premises, it is most respectfully prayed of this Honorable Court that: 1 the Deed of Absolute Sale dated May 8, 2019 in favor of defendant SENJIN be declared NULL and VOID;

2. the Tax Declaration No. 17-0009-04974 in the name of defendant DENJIN be declared NULL and VOID the same having emanated from a void sale: 3. the subject property described in Tax Declaration No. 17-0009-04974 be reconveyed and returned to the plaintiffs: 4. the defendants Dahinog Et Al. be ordered to render full accounting of the money paid to them by their co-defendant SEJIN NA WOO INC.:

5. the defendants be ordered to pay plaintiffs individually the amount of Php100,000.00 as moral damages and Php100,000,00 by way of moral damages, 20% of whatever judgment may be awarded by the court as attorney's fees and costs of suit.

Other reliefs just and equitable August

PACALDO & BELLEZA LAW OF-FICES Counsel for Plaintiff 200 D Plaza Soledad Samonte Park, San Roque 4100 Cavite City (046) 431-3319

(Signed) ASUNCION ABASOLO-PACALDO Roll of Attorneys No. 35013 IBP Lifetime OR No. 03023/ Cavite/5-10-2002 PTR OR No. 8437664/Cavite City/01-04-2021 MCLE Compliance No. VI-0008025 /4-30-18 Email: sionypacaldo@yahoo.com Mobile No. 09560596/00

RICHMOND REI RAM BELLEZA Roll of Attorneys No. 54090 IBP Lifetime OR No. 017658/ Cavite/6-16-17 PTR OR No. 8437663/Cavite City/01-MCLE Compliance No. V1-0011325/8-Email: richbelleza\_08@yahoo.com Mobile No. 09175254090

VERIFICATION AND CERTIFICA-WE. ROLDAN R. ABANILLA. MIRA-WE, ROLDAN R. ABANILLA, MIRA-LYN A. APAYA, SUSAN L. AGUILAR, RIZALINA D. ARLE, MYR-NA S. ALDUNAR, RAQUEL O. BAYSON, MICHAEL S. BANAYAG, MARIVIC G. BANAYAG, MILFRED F. CARINGAL, JOSIELYN T. TRONOFE-LIPE, CARMEN G. CASUGAR, IMELDA R. DE GUZMAN, CONCHITA E. DEI ROSARIO, MYRNA M. DE IMELDA R. DE GUZMAN, CONCHITA E. DEL ROSARIO, MYRNA M. DE LOS SANTOS, LOLITA C. ESTE-BAN, EVANGELINE H. ESGUERRA, NORALYN P. EVARDONE, ELSA S. GAMBAN, ANGELA R. GENU-INO, MARIA CRISTINA E. JIMENEZ, RUTH D. LOGRO, LORENDA R. MOLINA, FILIPINA H. MOLINA BUENAFE B. MARIN, CHRISTINA C. MARTE, FELISA C. PAREJA, JENNILYN D. PEREA, VIRGINIA V. BANGUI, ELSA C. PENALES, CRESENCIA M. PERALTA, MERCY P. REYES, NENITA F. RICASATA, LORNAO, ROBLES, JOVEN U. SARABIA, WILMA E. SARABIA, SARABIA, WILMA E. SARABIA, ROSALIE B. SORIANO, JOCELYN TOLENTINO, ROSARIO R. VIDAL-LON, IRENE E. VILLALUNA, MERCY CARINGAL-CLAMOSA & VIRGINA E BATULA, all of legal ages, after having been duly sworn to an oath in accordance with law, do hereby declare and state:

1.We are the plaintiffs in the above-captioned case; 2.We have caused the preparation of

the foregoing complaint, the allega-tions contained therein are true and correct based on our personal knowledge and based on authentic records/documents in our possession. 3. The aforesaid complaint is being

filed not to harass, cause unnecessary delay, or needlessly increase the

cost of litigation.

4.The factual allegations therein have evidentiary support after reasonable

support aire reasonable opportunity for discovery.

5. We certify that we have not commenced any other action or filed any claim involving the same issues before this Honorable Court, or any other court, tribunal or quasi-judicial agency, and to the best of our knowledge no such other action or claim is edge, no such other action or claim is

pending therein.
6.If there is such other pending action or claim, we shall inform the Court.
7.Should we learn that a similar action or proceeding has been filed or will be filed or is pending before this Honor-able Court, or any other court, tribunal or agency, I/we shall undertake to promptly inform this Court and the court, tribunal or agency concerned within five (5) days from knowledge therefrom of the complete statement of the present status thereof.

AFFIANT FURTHER SAYETH NAUGHT.

IN WITNESS WHEREOF, we have hereunto set our hands on this 3rd day of August 2021 in Noveleta, Cavite, Philippines.

(Signed) ROLDAN R. ABANILLA Bgy. Kagawad ID, Bgy. Muzon 1, Rosario, Cavite Signed) MIRALYN A. APAYA

VOTER'S 2103-0054K-G1275MAA20005-6 COMELEC BACOOR CAVITE

(Signed) SUSAN L. AGUILAR VOTER'S ID 2105-0277A A2966SLA20000-7 COMFLEC. CAVITE CITY (Unsigned) CYNTHIA C. ABUEG VOTER'S ID A03652000 - 2120-00618-COMELEC TANZA CAVITE (Signed) RIZALINA D. ARLE UMID ID 0111-6613330-2 (Signed) MYRNA S. ALDUNAR VOTER'S 2111-0130a 12567MSA20000-4 COMELEC KAWIT CAVITE (Signed) RAQUEL O. BAYSON UMID ID 0033-101888 (Signed) MICHAEL S. BANAYAG SSS#061075615-5 (Signed) MARIVIC G. BANAYAG SSS# 02-1317766-5 (Signed) MILFRED F. CARINGAL VOTER'S ID 2120-0063B-E266MFC20000 COMELEC TANZA CAVITE (Signed) ROSARIO R. VIDALLON

VOTER'S

ID 2110-0073A-K0166RRV20000-3 COMELEC INDANG CAVITE (Signed)
JOSIELYN R. TRONOFELIPE VOTER'S ID 2117-0045A-L1869JRT 20001-8 (Signed) CONCHITA E. DEL ROSARIO SSS# 03-9560293-5 (Signed) VIRGINIA E. BATULA SSS - 03-9256816-6 (S IMELDA R. DE GUZMAN (Signed) VOTER'S ID 2105-0292A-108651RD20001-0 COMELEC CAVITE CITY (Signed) MYRNA M. DE LOS SANTOS SSS# 03-9560293-5 (Signed) LOLITA C. ESTEBAN VOTER'S G19641CE20001-3 2117-00364-COMELEC ROSARIO CAVITE (Signed) EVANGELINE H. ESGUERRA VOTER'S ID 2105-0111A-B1468EHE20001-0 COMELEC CAVITE CITY (Signed) NORALYN P. EVARDONE SEN. C CIT ID 27364-OSCA TANZA (Signed) ELSA S. GAMBAN UMID ID 0003-9999093-1 (Unsigned) (Signed) ANGELA R. GENUINO SSS # 03-9805122-4 ROSALINA Q. HERNANDEZ UMID ID 0003-9993 (Signed) MARIA CRISTINA E. JIMENEZ CRN-0003-9256-550-9 BRGY ID WAKAS II KAWIT (Signed) RUTH D. LOGRO BRGY ID 011-2016 BIWAS TANZA CAVITE (Signed) LORENDA R. MOLINA VOTER'S ID 2117-0050A-E1374LRM20002-8 (Signed) FILIPINA H. MOLINA VOTER'S L1363FHM20001-0 2115-0059A COMELEC NAIC CAVITE COMELEC ROSARIO CAVITE (Signed) BUENAFE B. MARIN SSS # 33-0877313-3 (Signed)

(Signed) CHRISTINA C. MARTE SSS-33-0693435-6 FELISA C. PAREJA PHILHEALTH 025089168-0 (Signed) JENNILYN D. PEREA PHILHEALTH ID 08-201697165-7 (Signed) VIRGINIA V. BANGUI TIN 130-838-169-000 251 PALANGUE CENTRAL 1 NAIC (Signed) ELSA C. PENALES VOTER'S 2110-0068A C66ECP20000-1 (Signed) CRESENCIA M. PERALTA CRESENCIA M. PERALIA VOTER'S ID 2105-0238A-CMP20000-9 COMELEC CAVITE CITY COMELEC INDANG CAVITE (Signed)
MARILENE P. PACHECO VOTER'S 1D 2105-0277B-E2965MPP200002-8 COMELEC CAVITE CITY (Signed) MERCY P. REYES BRGY ID BNL2-445 BRGY BUNA LEJOS II INDANG (Signed) NENITA F. RICASATA COMELEC VIN2117-0010A-LORNA 0. ROBLES PHILHEALTH (Signed) 08-| 050166292-9 | F1566NFR20001-0 (Signed) JOVEN U. SARABIA VOTER'S

2110-0029A-L1868.JUS10000-0 COMELEC INDANG CAVITE (Signed) WILMA E. SARABIA SSS # 33-0446376-4 (Signed) ROSALIE B. SORIANO PAG-IBIG ID 0003-146792-10 (Signed)
JOCELYN TOLENTINO VOTER'S ID VIN2117-0052B-E0858JST20001-8 COMELEC ROSARIO CAVITE (Signed) IRENE E. VILLALUNA SSS -33-3043291-8 (Signed) F. CARINGAL-CLAMOSA SSS # 33-1367074-2 SUBSCRIBED AND SWORN to before me this 3rd day of August 2021 in the City of Cavite, Philippines. Affiants exhibiting their respective identification cards written underneath their names as competent evidence of their identities. (Signed) ASUNCION ABASOLO-PACALDO Doc. No. 29: Notary Public Page No. 7;

2021

For Cavite City, Noveleta, Rosario Book No. II; otarial Commission Expires 12/31/21 ments submitted to said agency. Series of 2021 Roll of Attorneys No. 35013 IBP Lifetime OR No. 03023/Cavite /5-PTR No. 8437664/Cavite City / 1-4their counsel, Atty. Arturo L. Mercader.

MCLE Compliance No. VI-008025 / 200D Plaza Soledad, Samonte Park San Roque, Cavite City 4100'

WHEREAS, on March 15, 2023, defendant Seijin Na Woo, Inc., through its counsel, filed an "Omnibus Motion with Leave of Court to Admit Cross-Claims Against co-defendants Susan P. Da-hinog, socorro B. Cataulin and Rogelio Robles", which reads as follows, to wit:

Comes now, the defendant SEJIN NA-WOO, INC. (SEJIN for brevity, through the undersigned counsel and to this Honorable Court, most respectfully states the following,

I.PREFATORY STATEMENTS 1. Under the Revised Rules on Civil Procedure under A.M. No. 19-10-20-SC 2019, the Rules provides as follows:

(a)Rule 3, Section 2. Parties in interest - A real party in interest is the party who stands to be benefited or injured by the judgment in the suit, or the party entitled to the avails of the suit. Unless otherwise authorized by law or these Rules, every action must be prosecuted or defendant in the name of the real party in interest.

(b)Rule 6. Section 8. Cross-claim. - A cross-claim is any claim by one party against a co-party arising out of the transaction or occurrence that is the subject matter either of the original action or of a counterclaim therein. Such cross-claim may cover all or part of the original claim

2. In the original complaint, defendants

DAHINOG, SOCORRO B. CATAULIN AND ROGELIO ROBLES are co-de-fendants of defendant SEIJIN NAWOO, INC. Meanwhile, after a careful review of their answer/s and other pleadings to the Honorable court, it appears that defendant SEIJIN NAWOO, INC. have a cross-claim against the said defendants and for introducing forged Deed of Ab-solute Sale where even the signature of the authorized representative of SEJIN

the authorized representative of SEJIN NAWOO, INC. had been forged.

3. Thus, the filing of this Motion with Leave of Court and prays that the Honorable Court admits the cross-claim against defendants SUSAN P. DAHINOG, SOCORRO B. CATAULIN AND POCEL IN DADLES. ROGELIO ROBLES.

RUGELIO ROBLES.
II.BASIS OF CROSS CLAIM AGAINST
DEFENDANTS SUSAN P. DAHINOG,
SOCORRO B. CATAULIN AND ROGELIO ROGLES

1.That as a preliminary, defendant SE-JIN NAWOO INC. is a corporation duly formed under the Republic of the Philippines with business address at CEZ, Rosario, Cavite, Philippines.

It is hereto represented by its Corporate, Secretary, Luzviminda Reyes, as evidenced by the attached Secretary's Certificate as Annex "A". In this case, the plaintiffs seek to annul the Deed of Sale of the subject properties despite the fact that the sale was valid, binding and legal, SEJIN having paid the amount of ONE HUNDRED TEN MILLION PESOS Php110,000,000.00) and duly covered by a Deed of Absolute Sale dated March 18, 2019.

2.Meanwhile, DEFENDANTS SUSAN P. DAHINOG, SOCORRO B. CATAULIN AND ROGELIO ROBLES are the COLLECTIVELY KNOWN AS "CON-CERNED PHILIPS EMPLOYEES" now being heard by the Honorable Court.

3. That record shows that PLAINTIFFS 3.That record shows that PLAINTIFFS AND DEFENDANT SEJIN ADMIT THE DUE EXECUTION OF A SPECIAL POWER OF ATTORNEY IN FAVOR OF SUSAN P. DAHINOG, MARIA SOCORRO CATAULIN AND ROGELIO ROBLES TO SELL THE PROPERTIES SUBJECT MATTER OF THE ORIGINAL COMPLAINT. COMPLAINT

COMPLAINT.

4. That from their own admission of the plaintiffs, they had authorized the codefendants Dahinog, Cataulin and Robles to sell the properties to defendant SEJIN. This fact is likewise admitted by defendant SEJIN in its ANSWER to the complaint filed by Rolden B. Abapilla of complaint filed by Roldan R. Abanilla et al., versus Sejin Nawoo, Inc. et al. which shall form part of this cross claim as Annex "B".

5. That in 2018, prior to the sale of the

properties, the defendants Dahinog, Cataulin and Robles, requested from the Philippine Economic Zone Authority (PEZA) to sell the properties to SEJIN and was in fact issued a LOA with No. 2018-OZA-SB-009 dated September 13, 2018,

6.That the said Letter of Authority No. 2018-OZA-SB-009 provided the background as how the plaintiffs acquired the property subject matter of this case. In said LOA, Atty. Norma B. Tanag, Zone Administrator stated

"This refers to your request dated 12 September 2018 for authority to sell the buildings and improvements to SEIN NAWOO, INC. (SNI). Said buildings and improvements were formerly owned by YU JIN OPITAL ELECTRONICS INC. (Y JOEI). However, pursuant to the 01 September 2016 4th Alias Writ of Execution to enforce the Alias Writ of Execution to enforce the NLRC Decision dated 29 September 2005 in RAB-IV-09-16-16169-02-C and RAB-IV-11-16441-02-C, said buildings were levied and sold in public auction to the workers of PHILIP EXPORT INDUSTRIES, INC.,

(PEII). Thus, being the winning bidder and awardee of the said buildings, Philips workers became the owners

7. With the admission of plaintiffs that they were the previous owners of the properties subject matter of this case, they admitted the authority and right of defendants Susan P. Dahinog, Maria Socorro Cataulin and Rogelio Robles to represent this with PEZA. Thus, whatever was submitted to PEZA, they were bound to it which included all the docu-

8. After the issuance of the LOA, a Contract to Sell was entered into by the parties where the plaintiffs were represented by their attorneys-in-fact and

Said contract to sell was entered into last December 28, 2018.

9. Plaintiffs are bound by the provisions of said contract to sell where under Section III, the schedule of payment of the purchase price of Php110,000,000 was stated:

"The purchase price shall be payable

as follows:
3.1 The SELLERS hereby acknowledged the receipt of FIVE MILLION PESOS (P5,000,000.00) from the BUYER on August 10, 2018 as downpayment and which forms part of the agreed purchase price of the subject

3.2 Simultaneous with the execution of this Agreement the BUYE shall pay the SELLERS the amount of FIFTY TWO MILLION PE-SOS (P52,000,000.00), in the form of Managers Check, subject to the submission of the following documents:

3.3 Subject to Clauses 2.1, 2.2 and 2.3 above, the BUYER shall issue another check payable to the SELLERS in the amount of EIGHTEEN MILLION PESOS (P18,000,000.00).

3.4 Subject to Clauses 2.4, 2.5 and 2.6 above, the BUYER shall issue another check payable to PEZA in the amount of THIRTY FIVE MILLION PESOS (P35,000,000.00).

10. On the part of defendant Sejin

as stated in the contract to sell, it paid to the plaintiffs the total amount of Php75,000,000.00 as stated in the Answer with the corresponding an-

An acknowledgment receipt was executed by Susan P. Dahinog, Socorro Cataulin and Rogelio Robles as to the receipt of Php21,000,000; Php31,000,000 and Php18,000,000 Casid Code Php18,000,000.00. Said acknow-iedgment provided a note that the Php18,000,000 will be deposited in the bank account under the name of Susan Dahinog, to be used to pay for all the taxes, etc.

all the taxes, etc.

11. As stated in par. 3.4 of the Contract to Sell, Sejin had likewise paid to PEZA the total amount of Php35,000,000.00 as to the liabilities being the previous owner of the building which included unpaid water and sewerage bills, unpaid rental, unpaid Meralco bills and unpaid franchise fees. Receipts of payments were all attached in the Answer of Defendant

However, to the damage of SEJIN, PEZA would not issue the needed clearance for there were other indebtclearance to the were offer indebredness of the plaintiffs that were not foreseen during the execution of the contract to sell. So it had to shell out the amount of P4,143,135.41.

12. With the additional amount of P4,143,135.41, PEZA issued a certification which states that Sejin Nawoo Inc./Yu-Jin Optical Electronics Inc. is cleared of the old accounts and is up to date in rental payments.

13. Prior to the issuance of said certification, having paid the full amount of ONE HUNDRED TEN MILLION PESOS (Php 110,000,000.00), a Deed of Absolute Sale was entered on March 18, 2019. Said Deed of Absolute was enterized in the presence of the was notarized in the presence of the lawyer for the plaintiffs and the zone administrator of the Cavite Economic

Zone Authority.

14. Said Deed of Absolute Sale was notarized in the presence of a notary public, Atty. Pedro L. Gerali, who is-sued the corresponding certification from the Office of the Clerk of Court of the submission of said notarized deed of absolute sale as Annex "C".

15. Article 1458 of the Civil Code pro-'By the contract of sale one of the

contracting parties obligates himself to transfer the ownership and to deliver a determi-

nate thing, and the other party to pay therefore a price certain in money or its equivalent". 16. The elements of a contract of

sale are: (a) consent or meeting of the minds, that is, consent to transfer ownership in exchange for the price; (b) determinate subject matter; (c) price certain in money or its equiva-

17. In this case, there was a perfected sale. Armed with a valid special power of attorney, defendants Dahinog, Cataulin and Robles entered into a contract to sell and then a deed of absolute sale with Seiin, who in turn paid the amount of Php 110.000.000.00.

18. Thus, the controlling Deed of Absolute Sale between Seijin and codefendants Dahinog, Cataulin and Robles is the Deed of Absolute Sale dated March 18, 2019. The said co-defendants already received payment for the sale of the subject properties as well as PEZA, the latter also issued a Certification that defendant Sejin Nawoo Inc./ Yu-Jin Optical Electronics Inc. is cleared of the old accounts and is up to date in rental payments.

19.That defendant SEJIN remains to be a buyer in good faith.

20. As agreed upon by the parties, the payment of the capital gains tax was for the account of the Philips Employees sellers, the BIR processing for the CAR and the transfer of the tax declaration, were the responsibility of the defendants Dahinog, Cataulin and Robles as provided in the contract to sell. (par. 2.2 (c)).

21. Thus, defendant SEJIN gave the attorneys-in-fact the copy of the Deed of Absolute Sale dated March 18, 2019 for the purpose of processing and transfer of the tax declaration under its name, later, defendant Socorro Cataulin informed defendant SEJIN that the properties owe real property taxes (RPT) with the Municipality of Rosario, Cavite.

22. With this information, again defendant SEJIN paid the additional amount for RPT in the amount of P3,443,173.91.This amount was on top of the agreed purchase price of P110,000,000.00 and was not dis-

closed prior to the sale

23. That after the processing of papers, documents and payment of taxes and RPT and the issuance of the BIR ECAR brope des eas traterned in tal nhe tax de-clendint sethe NAWOO INC.

24. Aside from that, SEJIN relied on the representation of counsel of the plaintiff, Atty. Arturo Mercader, Jr. who presented a letter addressed to the Provincial Assessor's Office that he is seeking for lifting of his attorney's lien.

25. Defendants Dahinog, Cataulin and Robles even executed a letter dated December 28, 208, turning over to SEJIN all the properties subject matter of this com-

26 That from these allegations and evidence, it would indeed appear that defendant SEJIN is a buyer in good faith and the sale appeared in a public instrument and it is therefore legally binding to the plaintiffs and was never a void instrument at all.

27 In Trifonia D. Gabutan, et al. v. Dante D. Nacalaban, et al., the Court held that:

A buyer for value in good faith is one who buys property of another, without notice that some other person has a right to, or interest in, such property and pays full and fair price for the same, at the time of such purchase, or before he has notice of the claim or interest of some other persons in the property. He buys the property with the well-founded belief that the person from whom he receives the thing had title to the property and capacity to convey it.

To prove good faith, a buyer of registered and titled land need only show that he relief on the face of the title to the property. iler on the face of the title to the property.

He need not prove that he made further inquiry for he is not obliged to explore beyond the four corners of the title. Such degree of proof of good faith, however, is sufficient only when the following conditions concur: first, the seller is the registered owner of the land; second, the latter is in possession thereof; and third, at the time of the sale, the buyer was not aware of any claim or interest of some other person in the property, or of any defect or restric-tion in the title of the seller or in his capac-

ity to convey title to the property.

28. Defendant SEJIN submits that the absolute transfer and sale of the properties by the Philips employees, through their attorneys-in-fact was done without irregulation. larity, was properly documented and all done in good faith with the authority and approval of PEZA.

29. Furthermore, the attorneys-in-fact were property equipped with the Special Power of Attorney dated 2017 coming from the plaintiffs themselves as principals for the negotiation and sale of the subject

30 The defendant SF.IIN also exercised due diligence in buying the properties as they relied on the SPA of the attorneys-infact, negotiated likewise with their lawyer, Atty. Mercader, required Dahinog, et al. to seek authority from PEZA, inspected the properties before buying it and found no flaws in the tax declarations as there was no annotation to warn buyers of any lien.

31. Furthermore, even in the Contract to Sell dated December 2018, the attorneys-in-fact warranted and guaranteed that they are the absolute owners and have valid title over the subject properties. The defendant Sejin heavily relief on these warranty and guaranty that appeared in the public instrument called Contract to

32. Just like in any sale of real properties, it is well-established in our laws and iurisprudence that a person who is dealing with a registered parcel of land need not go beyond the face of the title. A person is only charged with notice of the burdens and claims that are annotated on the title. 33. In fact, proper documents would prove that payments through checks and bank deposits for the purchase of the properties were deposited to the account of

attorneys-in-fact.

34. The defendant SEJIN even paid all the deficiency RPT even if it should have been ability and the attorneys-in-fact as well as the plaintiffs being the awardee of the said properties during the execution sale. 35. Likewise, the Contract to Sell was executed in December 2018 and completion of payments happened in March 2019. Thus, after the execution of the Deed of Absolute Sale, payments were already completed and defendant SEJIN became the new owner of the property in fact and

36 The primary consideration in determining the true nature of a contract is the intention of the parties. Such intention is determined from the express terms of their agreement as well as from their contemporaneous and subsequent acts. When they have no intention to be bound at all the purported contract is absolutely simulated and void. When they conceal their true agreement, it is not completely void and they are bound to their real agree-ment provided it is not prejudicial to a third person and is not intended for any purpose that is contract to law, morals, good customs, public order or public policy. A duly executed contract carried with it the presumption of validity. The party who impugns its regularity has the burden of proving its simulation.

37. Being a buyer in good faith, the corporation is also entitled to equal protection of the law. Accordingly, in University of the East v. Jader we said that "[glood faith connotes an honest intention to abstain from taking undue advantage of another, even though the forms and technicalities of law, together with the absence of all information or belief of facts, would render the transaction unconscientious.

38. The fact remains that defendant SE-JIN is an innocent purchaser for value of the subject properties as it has no knowledge of any prior flaw of infirmities in the authority of the attorneys-in-fact and even the title/tax declarations of the subject properties. The Supreme Court held:

"A person is considered in law as an innocent purchaser for value when he buys the property of another, without notice that some other person has a right or an interest in such property, and pays a full price for the same at the time of such purchase, or before he has notice of the claims or interest of some other person in the property. A person dealing with registered land may safely rely on the correctness of the

certificate of title of the vendor/transferor, and the law will in no way oblige him to go behind the certificate to determine the condition of the property.'

39. Furthermore, a buyer for value in good faith is one who buys property of another, without notice that some other person has a right to, or interest in, such property and pays full and fair price for the same, at the time of such purchase, or before he has noother persons in the property. He buys the property with the well-founded belief that the person from whom he receives the thing had title to the property with the well-founded belief that the person from whom he receives the thing had title to the property and the property and the property and the property and the person in the property and the person in the pers erty and capacity to convey it. This is

true in the instant case.

Again, to be repetitive, plaintiffs revocation of the Special Power of Attorney happened after the perfection of the sale and payment of the purchase price of Php110 Million.

40. The fact remains that the revocation and cancellation of the Special Power of Attorney between the plaintiffs and co-defendants Dahinog, Cataulin and Robles happened after the execution of the Deed of Absolute Sale between Sejin and co-defen-

41. On the other hand, any kind of conflict, disagreement, issues that the concerned Philips Employees have with the attorneys-in-fact "arising as to the manner and distribution" of their just share in the sale of the properties, the defendant SEJIN has no knowledge and participation.

M42 While it is true that the principals/ plaintiffs can revoke the authority of

er the law, the fact also remains that the alleged revocation or cancellation of the Special Power of Attorney dated March 27, 2019 only came after full payment and due execution of the Deed of Absolute Sale between the defendant SEJIN and Philips Employees through their attorneys-in-fact, duly notarized by Atty. Pedro Gerali on March 18, 2019.

43. Furthermore, the plaintiffs even failed to state and prove that the alleged revocation or cancellation of the Special Power of Attorney dated March 27, 2019 was made known to their attorneys-in-fact defendants Dahinog, Cataulin and Robles or to defendant SEJIN. At any rate, the alleged revocation no longer has any bearing as the Deed of Absolute Sale was executed on March 18, 2019.

44. That it appears from the document submitted by co-detendants Dahinog, Cataulin and Robles to the plaintiffs is not the same Deed of Absolute Sale entered by the parties on March 19, 2019 notarized before Atty. Pedro

45. In the original complaint, the plaintiffs introduced as evidence a Deed of Absolute Sale entered by co-defendants Dahinog, Cataulin and Robles dated May 8, 2019 and notarized before Atty. Macario Benedicto, who was later on discovered not a member of the Philippine bar and not a notary public. Attached herewith is the copy of the said DOAS dated May 8, 2019

as Annex "D".
46. That the defendant SEJIN denies any involvement in the execution of the said document because of the existence of the earlier Deed of Absolute Sale entered by the parties on March 19, 2019 notarized before Atty. Pedro Gerali. Attach herewith is the copy of the said DOAS as Annex "E".

the said DOAS as Annex E.

47. The Deed of Absolute Sale entered by the parties on March 19, 2019 notarized before Atty. Pedro Gerali benotarzed before Atty. Pedro Gerail be-came the legal document that trans-ferred the property from the plaintiffs via defendants Dahinog, Cataulin and Robles to the defendant SEJIN.

48. Besides, the defendant SEJIN can no longer enter into such transaction on May 8, 2019 since the Deed of Ab-solute Sale dated March 18, 2019 is already executed and notarized.

49. Thus, the defendants Dahinog, Thus, in the deletion is Dailinog, Cataulin and Robles who presented the said document to the plaintiffs are assumed to be the forgers of the said documents and were the ones who benefitted from such transaction.

50. On the other hand, defendant SE-JIN having being dragged down by the alleged wrong doing by the defen-dants must be excluded in the original

complaint.

Dahinog, Cataulin and Robles were the ones who forged the May 8, 2019 deed of absolute sale, which included forging the signature of the authorized signatory of Sejin. Thus, Sejin should not be dragged in this case for it had bought the property in good faith and bought the property in good faith and

for value.
51. In this case, the parties to the Deed of Absolute Sale dated March 18, 2019 executed a valid, legal and enforceable contract. The sale of the subject properties appeared in the public document duly notarized and proper payments were made to the attorneys-in-fact. The defendant SE-JIN exercised due diligence before the sale and full payment was made.

52. The fact remains that the plaintiffs have no evidence whatsoever that the sale happened in bad faith and under fraudulent means. Their claims if they did not receive their shares should be against their attorneys-in-fact, defendants Dahinog, et al. who received the full payment for the sale already.

53. The payments of the purchase price were made in tranches through bank deposits, checks and proper receipts were attached to the records of defendant SEJIN to prove full payment was made.

54. No evidence whatsoever that the sale was executed under fraudulent means. Millions of pesos were paid by the defendant SEJIN to the attorneysin-fact and the fact of these payments were properly recorded.

55. The settled rule is bad faith should be established by clear and convinc-ing evidence since the law always presumes good faith. xxx It imports

a dishonest purpose or some moral obliquity and conscious doing of a wrong. It means breach of a known duty through some motive, interest or ill will that partakes of the nature of fraud. For anyone who claims that someone is in bad faith, the former has the duty to prove such

From the evidence of the plaintiffs, they were not able to attach any evidence that would show bad faith and remains only as bare allegation. Bare allegations which are not supported by any evidence. documentary or otherwise, sufficient to support a claim, fall short to satisfy the degree of proof needed.

56. Thus, there is no truth in fact and in law that the sale was even simulated. The fact remains the company gave away its corporate money in millions of pesos when they purchased the properties and even paid additional real property and government taxes before the transfer of the properties under its name.

57. The High Court even said: "If there exists an actual consideration for transfer evidenced by the alleged act of sale, no matter how inadequate it be, the transaction could not be a simulated sale." No evidence was ever shown by the plaintiffs that the money paid to the attorneys-in-fact was in fact even returned back to the coffers of defendant SEJIN. 58. The fact will always remain that

defendant a line and strong st attorneys-in-ract the complete con-sidera(bT 0) the same utite to higher the properties including PEZA for the unpaid rentals of Philips Inc. and even the additional payment for the deficiency of real property taxes which were not even included in the consideration under the Deed of Absolute Sale dated March 18, 2019 and prior to the revocation.

59. The legal presumption is in favor of the validity of contracts and the party who impugns its regularity has the burden of proving its simulation.

60. Furthermore, the High Court explained: "xxx, a contract with inadequate consideration may nevertheless embody a true agreement between the parties. A contract of sale is a consensual contract, which becomes valid and binding upon the meeting of minds of the parties on the price and the object of the sale The concept of a simulated sale is thus incompatible with inadequacy of price. When the parties agree on a price as the actual consideration, the sale is no simulated despite the inadequacy of the price. Gross in-adequacy of price by itself will not result in a void contract.

Gross inadequacy of price does not even affect the validity of a contract of sale, unless it signifies a defect in the consent or that the parties actually intended a donation or some other contract. Inadequacy of cause will not invalidate a contract unless there has been fraud, mistake or un-due influence." None of these things ever happened when the sale took place between the parties. In fact, there was no gross inadequacy of purchase price, defendant SEJIN paid substantial amount of money for the subject properties in millions of pages as argred upon and lions of pesos as agreed upon and as appearing in the Contract to Sell and Deed of Absolute Sale. Defen-dant SEJIN also paid additional real property deficiency taxes before the actual transfer of the subject proper-ties under its name ties under its name

61. The sale is covered by the representations and warranties under the Contract to Sell dated December 28, 2018 and the Deed of Absolute Sale dated March 18, 2019 and the plaintiffs are bound by them. 62. Pars. 4.1 and 4.3 of the Contract to Sell on Representation and War-

ranties are applicable in this case,

ranties are applicable in this case, as follows:
4.1. Representations and Warranties of the SELLERS. XXX:
4.1.1. The SELLERS are the lawful owners of, and have good and marketable title to the SUBJECT **PROPERTY** 

4.1.2. The tax declaration covering the SUBJECT PROPERTY and all documents delivered and/or to be delivered or executed in connection with the transactions contemplated herein, are genuine, valid and sub-

The SELLERS have no knowledge of any law, ruling, regu-lation or fact, attributable to, or in connection with the title to the SUB-JECT PROPERTY or the right to transfer the same, which will prevent the BUYER from acquiring good and marketable title to the SUBJECT PROPERTY, free or all warrants, interests, liens, encumbrances, options, obligations, liabilities, charges or other burden in favor of third parties.

.3. Survival of Representation and Warranties. The respective covenants, representations and warranties of the parties under paragraphs 4.1 and 4.2 constitute an essential consideration of this Agreement, and shall be true and correct as of date hereof and shall survive the execution of this Agreement and all agreements that shall be executed to implement the transactions con-

templated hereunder."
63. Under pars. 6 and 7 of the Deed of Absolute Sale dated March 18 2019 executed by the parties, the SELLERS Philips Employees war-

rant the following:
"6. SELLERS shall likewise hold
BUYER free and harmless from
any and all claims, suits and actions for damages or liabilities that
may be brought by third parties having adverse claims over the subject ing adverse claims over the subject property as a result of the sale by SELLERS of the subject property to BUYER, and not limited to the claims of lawful occupants which shall be the responsibility of the

SELLERS. 7.That SELLERS hereby bind them-selves to indemnify BUYER for all

damages, expenses and other charges damages, expenses and other charges that may be suffered or incurred by BUYER in the event that the subject property shall be held answerable for any claim or claims which the creditors, heirs and/or other persons may have against SELLERS."

64. All of these representation and warrantied appeared in the Deed of Absolute Sale dated March 18, 2019 notarized by Atty Pedro Geral -Thus in the

rized by Atty. Pedro Geral. Thus, in the eyes of the law, the defendant SEJIN is a buyer in good faith. Any misrepresentation or any issues that the plaintiffs have with defendants Dahinog, Cataulin and Robles must be resolved by these parties and defendant SEJIN must not be dragged at all to their conflicts.

65. As stated earlier, a perusal of the complaint filed by Roldan R. Abanilla, et al., collectively known as "Concerned et al., collectively known as "Concerned Philips Employees", they appended another Deed of Absolute Sale allegedly entered into by Philips Exports Industries, Inc. Group of Employees and Sejin Nawoo, Inc. which was allegedly notarized by a certain Atty. Macario Benedicto last May 9, 2019.

66. The signature of Mr. Byungseon Ku was forged in said deed of absolute sale. Using the naked eye doctrine, a perusal of the signature of Mr. Ku with the March 18, 2019 deed of absolute sale and the May 9, 2019 deed of absolute sale, the same is so different, where it is very clear that the signature. where it is very clear that the signature of Mr. Ku was forged.

67. The defendant Sejin paid the total amount of Php110,000,000.00 pesos as stated in the Deed of Absolute Sale, Php4,143,135.41 so that it could secure a clearance from PEZA and P3,443,173.91 for unpaid real estate rs,443,173,91 lot unipato leaf estate tax that the previous owners of the property had failed to pay. All in all, defendant Sejin paid the total amount of ONE MILLION SEVENTEEN FIVE HUNDRED EIGHTY SIX THOUSAND THREE HUNDRED NINE PESOS AND THIRTY TWO CENTAYOS SOS AND THIRTY TWO CENTAVOS (Php117,586,309.32). III. CROSS-CLAIMS

I. That defendant SEJIN incorporates and repleads by reference all the foregoing allegations as may be material to its cross-claims against the plaintiffs.

II. That co-defendants Dahinog, Cataulin and Robles are liable to pay the fol-

lowing just, valid and legitimate claims of defendant SEJIN as damages, to wit: III. That as a result of the filing of this patently baseless, malicious and unjus-tified complaint and defendant SEJIN was unnecessarily dragged into this litigation and to defend and protects its rights and claims, it was compelled to hire the services of counsel with whom she agreed to pay the amount of P125,000.00 as and for attorney's fees and stands to incur litigation expenses in the amount estimated to at least P300,000.00 and for which co-defendants should be assessed and made liable to pay defendant SEJIN as evidenced by the service agreement and receipts to be issued by the law office.

IV. That considering the malicious, bad faith and unwarranted action of co-defendants Dahinog, Cataulin and Robles in introducing forged Deed of Absolute Sale, defendant SEJIN suffered and continues to suffer from tarnished reputation in the industry for being unjustly dragged into this case, thus defendant SEJIN is entitled to the amount of

P500,000.00 as moral damages.

V. That in order to discourage the execution of forged deed of absolute sale for their own benefit, and by way of serving as an example for the public good, co-defendants Dahinog, Cataulin and Robles should be penalized and assessed exemplary damages in the sum of P500,000.00 or such amount as the Honorable Court may deed war-ranted under the circumstance. WITNESSES FOR THE DEFENDANT

1. MS. LUZVIMINDA REYES who will testify that the sale under Deed of Absolute Sale dated March 18, 2019 was perfected and under proper consider-ation.Attached herewith is the copy of her Judicial Affidavit as Annex "F". Four (4) others.

DOCUMENTARY EVIDENCE FOR

THE DEFENDANT SEJIN

I.Secretary's certificate

2.Answer to the complaint filed by Roldan R. Abanilla et al., Versus Sejin Nawoo, Inc. et al. which shall form part of this cross-claim with all attachme 3.Certification from the Office of the Clerk of Court

4.Deed of Absolute Sale dated May 8 2019 5.Deed of Absolute Sale entered by the

parties on March 19, 2019 notarized be-fore Atty. Pedro Geral. 6.Judicial Affidavit of Luzviminda Reyes

VI PRAYER WHEREFORE, premises considered, it is most respectfully prayed of this Hon-

orable Court that:

1.That his CROSS-CLAIMS be ADMITTED and the instant complaint be

DISMISSED as against the defendant SEJIN. 2.That the CROSS-CLAIMS against

co-defendants Dahinog, Cataulin and Robles be GRANTED Defendant SEJIN likewise pray for such other and further relief as this Honor-able Court may deem just and equitable

under the premises. City of Pasig for Cavite City, March 13,

MANICAD ONG & FALLARME LAW

OFFICES
Counsel for the Defendant Sejin Nawoo Suite 309 Pelbel Bldg. 2019 Shaw Blvd., Pasig City

By: (Signed) JOCELYN A. ONG IBP Lifetime Roll No. 02309 P.T.R. No. 8979030/1-3-23/Pasig City MCLE Compliance No. VII-0002550/02-Attorney's Roll No. 38319 Tel. No. 7621-8616

Email: jao ong@yahoo.com The Branch Clerk of Court Regional Trial Court, Branch 16 - Cavite

Greetings: Please take notice that the undersigned will submit the foregoing omnibus mo-tion for the kind consideration and ap-proval by the Honorable Court upon receipt hereof. (Signed)

JOCELYN A. ONG

Copy furnished: Asuncion Abasolo-Pacaldo Pacaldo & Belleza Law Offices 200 D Plaza Soledad Samonte Park, San Roque, 4100 Cavite City

Susan P. Dahinog, Socorro B. Cataulin, Rogelio Robles No. 321 San Juan 1, City of General Trias, Cavite

#### **EXPLANATION**

The copy of this omnibus motion is being served by registered mail, personal service not being practical due unavailability of office messenger. This is in pursuance to Sec. 11, rule 13 of the 1997 Rules of Procedure.

(Signed) JOCELYN A. ONG

Republic of the Philippines)
S.S.

VERIFICATION/ CERTIFICATION

OF NON-FORUM SHOPPING I, LUZVIMINDA REYES, after hav-

ing been duly worn in accordance with law, hereby depose and state

1.That I am the authorized representative of SEJIN NAWOO, INC.,

in the above-entitled case.
2.I caused the preparation of the foregoing omnibus motion with leave of court to admit cross-claims against co-defendant Susan P. Da-hinog, Socorro B. Cataulin and Rogelio Robles based on the authority given to me by the Board of Directors of the company

3.1 have read and understood all the allegations contained therein and I hereby certify that they are true and correct of my own per-sonal knowledge based on official and authentic records.

4.That the document is not being presented for any improper purpose, (b) the claims, defenses, and other legal contentions are warranted by existing law of juris-prudence or by non-frivolous argument for modifying or reversing existing jurisprudence, (c) the factual contentions have evidentiary support or will have evidentiary sup-port after availments of the modes of discovery, and (d) denials of facevidence, or reasonably based on belief or lack of information.

(Signed) LUZVIMINDA REYES

SUBSCRIBED AND SWORN TO Pasig City. Affiant exhibiting to me her SSS ID No. 04-0416548-1.

(Signed) ATTY. LETICIA M. AMON NOTARY PUBLIC FOR PASIG UNTIL 31 DECEMBER 2023 NOTARIAL APPT. NO. 2 RENEW-

IBP LIFETIME NO. 04286/01-09-2003 MCLE NO. VII-0000050/18 JUNE

G/F ARMAL BLDG., URBANO VELASCO AVE., MALINAO, PA-SIG CITY PTR NO. 0112306/01-

Doc. No. 368; Page No. 86; Book No. II; Series of 2023. WHEREAS, on September 26, 2023, this Court issued an Order

with regard said motion, which reads as follows:

"ORDER For resolution is the Motion to Allow Service of Summons by Publication filed by defendant Seijin Nacation filed by defertion selfill may woo, Inc. praying that it be allowed to serve summons by publication to co-defendants Socorro B. Cataulin and Rogelio Robles since as per return of the summons, said defendants are no longer residents of their last known addresses. Finding merit in defendant Sei-

rinding merit in derendant Sel-jin's Motion, the same is hereby GRANTED. The Branch Clerk of Court is hereby directed to issue Summons by Publication to de-fendants SOCORRO B. CATAU-LIN and ROGELIO ROBLES with respect to defendant Seijin's cross-claims, in accordance with Section 16 Rule 14 of the 2019 Amendments to the Rules on Civil Procedure.

Moreover, plaintiffs as well as defendant Seijin are allowed to cause a joint publication of the summons of their respective claims against defendants Socorro B. Cataulin and Rogelio Robles to save on

SO ORDERED.

City of Cavite, September 26, 2023.

(Signed) Ethel R. Andico-Malabanan Presiding Judge" WHEREFORE, defendants Socorro B. Cataulin and Rogelio Robles are hereby required to file with the Regional Trial Court, Branch 16, Cavite City, within sixty (60) days after notice their answer to the cross-claims of defendant Seijin Na Woo, Inc., within the same period of time. If they fail to answer within the time aforementioned, the plaintiff will take judgment against them by default and demand from said Court the relief applied for in the said complaint.
Given at Cavite City, this 26th day of September 2023.

DIANNE LIZA. NGO Clerk of Court V

CAVITE MONDAY TIMES April 22, 29 & May 6, 2024



### TAAL VOLCANO ADVISORY 20 April 2024 11:00 AM

#### This is a notice of weak phreatic activity at Taal Volcano.

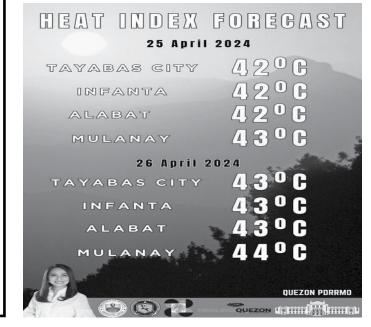
Two (2) minor successive phreatic or steam-driven events at the Taal Main Crater occurred this morning between 8:50 AM to 8:52 AM and 9:09 to 9:12 AM based on visual and seismic records of the Taal Volcano Network (TVN). The event produced white steam-laden plumes that rose 350 meters above the Main Crater before drifting west-southwest and southwest based on IP camera monitors. Sulfur dioxide (SO2) emissions have decreased last week and were last recorded at an average of 2,104 tonnes/day on 18 April 2024. Nonetheless, average SO2 emissions since January this year remain high at 9,698 tonnes/day. The phreatic events were likely driven by the continued emission of hot volcanic gases at the Taal Main Crater and could be succeeded by similar phreatic activity. The background levels of volcanic earthquake activity and ground deformation detected at Taal indicate that unrest is unlikely to progress into magmatic eruption.

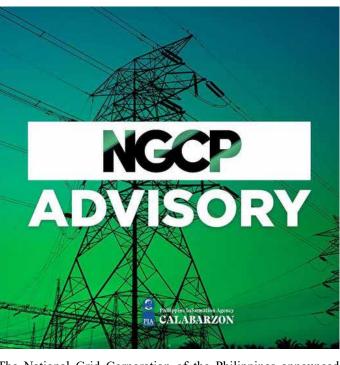
DOST-PHIVOLCS reminds the public that Alert Level 1 prevails over Taal Volcano, which means that it is still in abnormal condition and should not be interpreted to have ceased unrest nor ceased the threat of eruptive activity. At Alert Level 1, sudden steam-driven or phreatic explosions, volcanic earthquakes, minor ashfall and lethal accumulations or expulsions of volcanic gas can occur and threaten areas within TVI. Furthermore, degassing of high concentrations of volcanic SO2 continues to pose the threat of potential long-term health impacts to communities around Taal Caldera that are frequently exposed to volcanic gas. DOST-PHIVOLCS strongly recommends that entry into TVI, Taal's Permanent Danger Zone or PDZ, especially the vicinities of the Main Crater and the Daang Kastila fissure, must remain strictly prohibited. Local government units are advised to continuously monitor and assess preparedness of their communities and undertake appropriate response measures to mitigate hazards that could be posed by long-term degassing and related phreatic activity. Civil aviation authorities must advise pilots to avoid flying close to the volcano as airborne ash and ballistic fragments from sudden explosions and wind-remobilized ash may pose hazards to aircrafts.

DOST-PHIVOLCS is closely monitoring Taal Volcano's activity and any new significant development will be immediately communicated to all stakeholders.

#### DOST-PHIVOLCS

https://phivolcs.dost.gov.ph/index.php/volcano-advisorymenu/24101-taal-volcano-advisory-20-april-2024-11-00-am





The National Grid Corporation of the Philippines announced that it has placed Luzon grid on yellow alert status on Thursday, April 25, 2024 after 4 plants have been on forced outage since 2023, 3 between January and March 2024, and 12 since April 2024; while 1 other is running on derated capacity, for a total of 1,424.3MW unavailable to the grid.

Yellow alert status is raised from 1:00PM-5:00PM and 7:00PM-10:00PM.

According to NGCP, the available capacity stands at 14,568MW, with a peak demand of 13,941MW.

A yellow alert is issued when the operating margin is insufficient to meet the transmission grid's regulating and contingency requirement. | via NGCP

### **HEALTH TIPS**

## Magpapayat ng Tamang Paraan Payo ni Doc Willie Ong

1. Sa mga nanay, sa palengke pa lamang piliin ang mga karne na konti lang ang taba. Ihiwalay ang taba sa laman bago pa ito iluto.

2. Mas healthy ang pagihaw at pag-steam ng pagkain kaysa sa laging pag-prito sa mantika. Puwede mag-ihaw ng karne o mag-steam ng mga gulay tulad ng talong, okra at talbos. Kung gusto ng healthy na sawsawan sa gulay, subukan ang suka, na nakapapayat pa.

3. Sa paggamit naman ng mantika, konti lang ang ilagay. Tandaan natin na may calories ang mantika at puwede itong magpataas ng inyong kolesterol. 4. Sa pagtimpla ng pagkain, hinay-hinay lang sa paglagay ng asin. Ang asin ang kalaban ng mga may altapresyon at may sakit sa puso. Kapag sobra ka sa asin puwede kang mag-high blood at magmamanas pa ang inyong

5. Kapag naghahanda ng pagkain, bumili nitong maliit na plato. Ito iyung 9

inches na plato at huwag bumili ng 12 inches. Kailangan masanay ang ating pag-iisip na konti lang ang iyong isasandok na pagkain.

6. At kung ano ang inilagay mo sa plato, iyon lang ang kainin. Bawal ang dukutdukot o second serving. Mga nanay, huwag piloting ubusin ang tirang pagkain. Tataba kayo niyan.

7. Bago mag-umpisa kumain, puwede ka munang uminom ng 1 basong tubig para mabusog ka ng kaunti. Puwede ding uminom ng clear soup. Kapag umiinom tayo ng mga likido, medyo nakukumbimsi natin ang ating utak na nabubusog na

8. Magbawas sa pagkain ng kanin. Kung dati at 2 cups ng kanin ang kinakain, gawin na lang 1 cup rice.

9. Huling payo. Dahan-dahanin lang ang pagpapapayat. Huwag gutumin ang sarili. Kumain ng pakonti-konti sa buong araw, tulad ng mansanas, saging o pandesal, para laging may lamang ang inyong tiyan. Good luck po.

Magpapayat ng Tamang Paraan

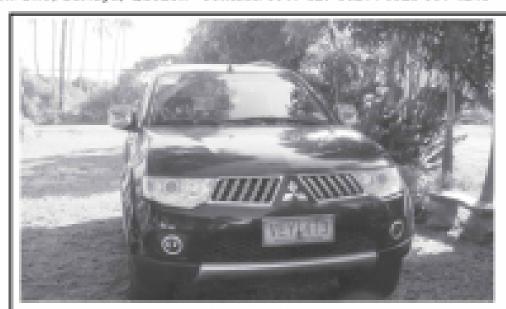
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Hyundai Accent CRDI 2012 model, casa maintained, under factory warranty, leather seat, 15 magwheels, perfect condition, owner driven. Negotiable at P650,000

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