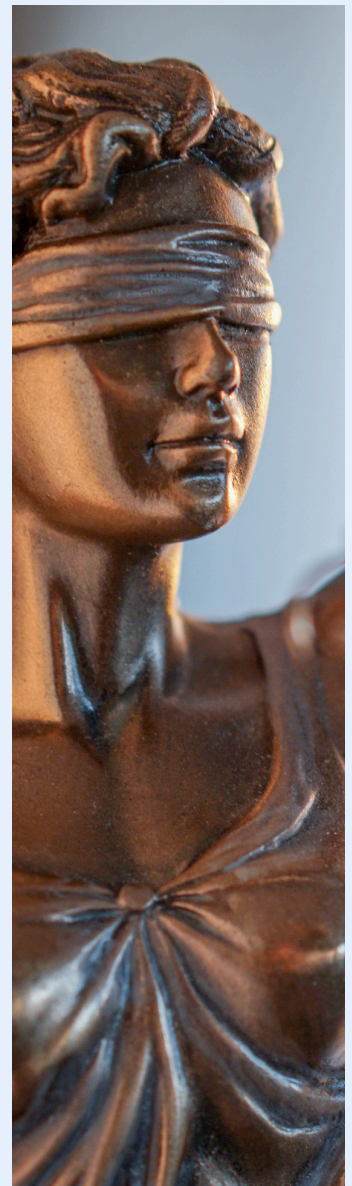


A summary of the Consolidated Cases of

Hon. Alamada (Vice Executive Judge/Judge MTCC Branch 3, Calamba City) v. Hon. Abad (Executive Judge/Judge MTCC 1, Calamba City); Hon. Abad v. Hon. Alamada, Worwor-Miguel (Clerk of Court III, MTCC Branch 3, Calamba City) and De Jesus (Stenographer II, MTCC Branch 3, Calamba City); Hon. Abad and Hon. Sakkam (Judge, MTCC Branch 2, Calamba City) v. Hon. Alamada; Hon. Alamada v. Hon. Sakkam and Hon. Abad; A.M. No. MTJ-23-014, A.M. MTJ-23-015, A.M. MTJ-24-026, A.M. MTJ-24-027, respectively, promulgated on April 11, 2024 and published on June 21, 2024

The case stemmed from the complaint filed by Judge Alamada against Judge Abad for Gross Ignorance of the Law and Rules of Procedure (A.M. No. MTJ-23-014). According to Judge Alamada, 4 criminal Informations were filed against Jeffrey Tamayo and Judge Abad made an assessment of probable cause and dismissed 3 out of 4 cases. The 4th case, a case for a violation of city ordinance, was raffled to Judge Alamada where the accused pleaded guilty. According to Judge Alamada, this is not the first time that Judge Abad was grossly ignorant of the law. Supposedly, there was an accused who was caught *in flagrante delicto* and was applying for bail. Judge Abad supposedly did not require the accused to post bail and ordered his release. When that case was raffled to Judge Alamada, she rectified it. Judge Alamada prayed that Judge Abad be suspended. In her defense, Judge Abad claimed good faith in dismissing the criminal cases. Judge Abad also claimed that in issuing the orders complained of, she followed the *"ingrained practice of studying immediately the records of the cases whenever an Information is filed"*.

In MTJ-23-015, Judge Abad charged Judge Alamada with Dishonesty, Misconduct and Violation of the Code of Judicial Conduct. According to Judge Abad, on July 9, 2021, Sandy Eraga arrived at her office and asked help regarding his previous employment with Judge Alamada. Sandy Eraga served as a driver employed by the Calamba City LGU but was assigned to MTCC Branch 3, the court of Judge Alamada. According to Eraga, he already resigned from his employment with Judge Alamada on September 24, 2020. In November 2020, Eraga was hired by Hunter Security Agency. Yet, Eraga was still included in the payroll of Calamba City LGU where he is still supposedly assigned to Judge Alamada. Upon assistance of Judge Abad, the Sheriff of Judge Abad's sala was authorized by Eraga to verify withdrawals from his cash card in Landbank. It was found out that from October 2020 to March 2021, Judge Alamada was still signing above her name payroll registers of Calamba City LGU assigned to MTCC Branch 3. The signature stated "certified correct" for the periods of work indicated therein. Meanwhile, between November 2020 to June 2021, there were other payroll registers which were signed by different persons. These signatures were later found out to be that of Worwor-Miguel (Clerk of Court of MTCC Branch 3) and De Jesus (Stenographer of MTCC Branch 3). According to Judge Abad, there is an impression of falsification of documents since Judge Alamada made it appear for about 7 times that Eraga rendered services for MTCC Branch 3 when in truth he already left Judge Alamada's employ.



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Judge Alamada admitted that some of the signatures on the payroll registers of Eraga were made by her but claimed that she did not know that Eraga was no longer reporting to the Office of the Mayor. Worwor-Miguel and De Jesus admitted signing for the payroll registers but claimed that they did not benefit or intended to benefit therefrom. Judge Alamada admitted that she authorized Worwor-Miguel and De Jesus to sign the payroll registers.

In his testimony, Eraga claimed that when he received his cash card from Landbank, it was taken by Alona Agoncillo (Court Stenographer II). According to the latter, Judge Alamada wanted to see the cash card. Since then, Eraga claimed that all his salaries were given directly by Judge Alamada.

Judge Sakkam administered the oaths of Judge Abad and Eraga. For this act, Judge Alamada claimed that Judge Sakkam violated Circular No. 1-90 or the unauthorized notarization of documents which sanctions judges and clerks of court for notarizing documents not connected with the exercise of their official functions and duties.

During cross examination by Justice Ponferrada (of the Judicial Integrity Board), Agoncillo admitted that she made several withdrawals from the cash card of Eraga upon the instructions of Judge Alamada. Agoncillo further admitted that the cash card was directly given to her by Judge Alamada, that the PIN for the card was also provided by Judge Alamada, and after each withdrawal, the card and the cash were both turned over to Judge Alamada.

The Supreme Court ruled to dismiss Judge Alamada from service and to disbar her from the practice of law. Both Worwor-Miguel and De Jesus were imposed fines. Agoncillo was absolved of any liability.

According to the Supreme Court, *“no position demands greater moral righteousness and uprightness from its holder than a judicial office. Those connected with the dispensation of justice, from the highest official to the lowliest clerk, carry a heavy burden of responsibility.”* Judge Alamada was found guilty of falsification of official documents, serious dishonesty, gross misconduct, commission of crimes involving moral turpitude and violations of the New Code of Judicial Conduct.

By signing on the payroll registers, Judge Alamada certified that Eraga rendered service for the periods stated therein, despite knowing that the same is not true. Judge Alamada’s argument that she was not aware that Eraga was no longer reporting to the Office of the Mayor lacks merit as it is expressly stated in her payroll registers that Eraga is detailed to the MTCC Branch 3 which is Judge Alamada’s court.

With respect to the misappropriation of Eraga’s salaries, Judge Alamada asserted that she never saw Eraga’s cash card. However, Agoncillo’s positive testimony that it was Judge Alamada who would give her the cash card of Eraga for withdrawals prevails over Judge Alamada’s denials. That Judge Alamada unduly materially benefited from the false certifications that she made is indisputable. Further, when she took possession of Eraga’s cash card and misappropriated the money after his resignation, Judge Alamada gravely abused her authority in order to commit the dishonest act, which exhibited moral depravity on her part.

Meanwhile, Judge Abad was admonished and directed to be more careful in the observance of Supreme Court directives and circulars. The administrative case against Judge Sakkam was dismissed. #