



REPUBLIC OF THE PHILIPPINES
SANGGUNIANG PANLUNGSOD
CITY OF MANDALUYONG



RESOLUTION NO. 3596, S-2025

RESOLUTION ADOPTING AND AFFIRMING THE DECISION AND RECOMMENDATION OF THE AD HOC COMMITTEE IN THE DISPOSITION OF ADMINISTRATIVE CASE NO. 02-2023 (TERM 2022-2025) (BARANGAY CHAIRMAN MARGARITA O. TAN CLIMACO, ET ALS., OF BARANGAY WACK-WACK, MANDALUYONG CITY VS. HONORABLE SK CHAIRMAN EATON JEFFRICH A. CANTOR OF BARANGAY WACK-WACK, CITY OF MANDALUYONG)

WHEREAS, an administrative complaint dated 3 July 2023 was received from several members of the Barangay Council of Wack-Wack Greenhills East signed by Barangay Chairman Margarita O. Tan Climaco, Anna Lourdes P. Lacson, Ma. Teresa Y. Pajarito, Cristina T. Abaya, Carlos Alfredo L. Reyes, Miguel Angelo S. Silverio, Patricia Anne L. Golden, and Philip B. Escolin, filed against Honorable Sangguniang Kabataan (SK) Chairman Eaton Jeffrich A. Cantor for this Sangguniang Panlungsod's appropriate action and disposition;

WHEREAS, on 17 July 2023, the aforementioned Complaint, docketed as Administrative Case No. 02-2023 (Term 2022-2025) for Suspension/Expulsion Due to the Alleged Unauthorized Absences, was included in the Agenda of the City Council's scheduled Regular Session and was raffled and assigned to the Ad Hoc Committee (District II), chaired by the Honorable Michael Eric G. Cuejilo for the conduct of the appropriate proceedings as provided for under Ordinance No. 888, S-2022 or the *2022 Rules and Procedures on Administrative Disciplinary Cases against all Sangguniang Barangay (SB) Members in the City of Mandaluyong*,

WHEREAS, on July 19, 2023, the Respondent was directed to submit his verified Answer, along with supporting evidence and affidavits of witnesses, within fifteen (15) days from the receipt of the Order, with the Respondent, on August 1, 2023, filing an Entry of Appearance with a Motion for Extension of time to file the Answer;

WHEREAS, on August 7, 2023, the Sanggunian, thru the Ad Hoc Committee, issued an Order, holding the instant case ***IN ABEYANCE***, in view of the ban or restrictions provided for by Section 62 of the Local Government Code and Section 35 of the *2022 Rules and Procedures on Administrative Disciplinary Cases against all Sangguniang Barangay (SB) Members in the City of Mandaluyong* relating to the ninety (90)-day ban for the conduct of any preliminary investigation which, under the rules, commenced to run on 02 August 2023, counted back from the date of the scheduled Barangay and Sangguniang Kabataan elections held on 30 October 2023;

WHEREAS, considering the same, the proceedings for the instant case has been suspended, thus an Order issued to the parties informing them that the conduct of proceedings shall resume and proceed upon the expiry of the period provided for by the law and the said Ordinance, or after 28 January 2024;

WHEREAS, on January 29, 2024, the Respondent filed a Final Motion for Extension of Time to File Answer, and in response, the District II Ad Hoc Committee issued an Omnibus Order dated February 19, 2024, partially granting the Respondent's motion, thereby granting him ten (10) days from the receipt of the Order to file his verified answer;

WHEREAS, on March 19, 2024, an Order was issued declaring that the Respondent filed his Answer beyond the period prescribed in the Committee's previous Order, but, in the interest of justice and fairness, the Committee nonetheless deciding to admit his Answer;

WHEREAS, through the filing of the Respondent of his Answer, the preliminary investigation was formally terminated and subsequently proceeded to the case's formal investigation stage;

WHEREAS, the preliminary conference hearing was conducted on April 11, 2024, as well as the admission of the Preliminary Conference Brief by the Complainants and the markings of exhibits. The continuation of hearings were likewise set on subsequent dates;

WHEREAS, on 05 August 2024, the Counsel for the Complainants moved for the termination of the Preliminary Conference Hearing to which the Counsel for the Respondent did not object. Despite this, both parties expressed their willingness to arrive at a compromise and agreed in principle for the settlement of the case;

WHEREAS, on 10 February 2025, the parties submitted to the Ad Hoc Committee a Joint Motion to Approve Attached Compromise Agreement, which is hereto attached as an integral part of this Resolution;

WHEREAS, on 10 March 2025, the Judgment (on Compromise Agreement) dated 10 February 2025 was submitted by the AD Hoc Committee and was subsequently adopted by the Sangguniang Panlungsod;


WHEREAS, considering the parties have reached a settlement agreement to resolve the matter amicably, on account thereof and in the interest of substantial justice and humanitarian consideration, the Ad Hoc Committee recommended the dismissal of the afore-mentioned administrative case filed by Barangay Chairman Margarita O. Tan Climaco, et als., of Barangay Wack-Wack, Mandaluyong City against Honorable SK Chairman Eaton Jeffrich A. Cantor in light of the mutually agreed-upon settlement.

NOW THEREFORE, and upon motion duly seconded, the Sangguniang Panlungsod RESOLVED, as it hereby RESOLVES, to adopt and affirm the decision and recommendation of the Ad Hoc Committee in the disposition of Administrative Case No. 02-2023 (Term 2022-2025) (BARANGAY CHAIRMAN MARGARITA O. TAN CLIMACO, ET ALS., OF BARANGAY WACK-WACK, MANDALUYONG CITY - VERSUS- HONORABLE EATON JEFFRICH A. CANTOR OF BARANGAY WACK-WACK, CITY OF MANDALUYONG), dismissing the instant case in view of its Judgment (on the Compromise Agreement) dated 10 February 2025.


RESOLVED FURTHER, that copy of this Resolution be furnished to the parties for their reference, record, and information.

ADOPTED on this 24th day of March 2025, in the City of Mandaluyong.

I HEREBY CERTIFY THAT THE FOREGOING RESOLUTION
WAS ADOPTED BY THE SANGGUNIANG PANLUNGSOD
OF MANDALUYONG IN A REGULAR SESSION HELD ON
THE DATE AND PLACE FIRST ABOVE GIVEN.


MA. TERESA S. MIRANDA
Sanggunian Secretary

ATTESTED BY:


CARMELITITA A. ABALOS
City Vice Mayor &
Presiding Officer

AD HOC COMMITTEE (DISTRICT II COUNCILORS)

**BARANGAY CHAIRMAN MARGARITA
O. TAN CLIMACO, ET AL.,**

Complainants,

-versus-

**ADMIN CASE NO. 02-2023
(Term 2022-2025)**

HON. EATON JEFFRICH A. CANTOR,
Sanggunian Kabataan Chairman of
Barangay Wack-Wack Greenhills East.,

Respondent.

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**JUDGMENT
(ON COMPROMISE AGREEMENT
DATED 10 FEBRUARY 2025)**

For resolution is the parties' ***Compromise Agreement***¹ filed on 10 February 2025 in view of the motion advanced in open court for the approval of the same by this Committee.

Complainants **MARGARITA O. TAN CLIMACO, ANNA LOURDES P. LACSON, MA. TERESA V. PAJARITO, CRISTINA T. ABAYA, CARLOS ALFREDO L. REYES, MIGUEL ANGELO S. SILVERIO, PATRICIA ANNE L. GOLDEN** and **PHILIP B. ESCOLIN** (collectively, "Complainants"), all incumbent members of the Sangguniang Barangay of Barangay Wack-Wack Greenhills East, Mandaluyong City, filed this case against Respondent **EATON JEFFRICH A. CANTOR** ("Respondent"), Sangguniang Kabataan Chairman of Barangay Wack-Wack Greenhills East for Suspension/Expulsion Due to Alleged Unauthorized Absences.

The parties reached an amicable settlement and submitted to the *Ad Hoc Committee* the said Agreement, the terms and conditions of which are as follows:

"Section 1. **Judgment Upon Compromise.** The Parties shall permanently and immediately refrain from further prosecution of their claims and/or causes of action against each other in the Subject Case and any such other proceedings or case/s in connection therewith pending between the Parties, and, through the execution of this Agreement, immediately submit the said case/s for judgment, without prejudice to any confirmatory pleading, motion, manifestation, or any such other document or instrument necessary to give effect to the terms of this Agreement.

Section 2. **Undertakings of the Second Party.** For and in consideration of the First Party's faithful compliance with the terms and conditions hereof, the Second Party in the spirit of goodwill and harmonious relations between the Parties, hereby undertakes:

a] Not to run for any elective office in the local government of Mandaluyong City for two (2) consecutive general election periods from the date of the execution of this Agreement; and

b] To return to the Sanggunian the following items issued to the Second Party in connection with his duties as Sangguniang Kabataan Chairman: (1) the Gigabyte G5 GD laptop issued inclusive of its accessories; and (2) and the Globe Postpaid Plan Sim Card. The Parties agree to determine the correctness of the statement of account attached hereto and made an integral part hereof as **Annex "A,"** showing the amount for reimbursement claimed by the First Party from the Second Party in connection with the Globe Postpaid Plan Sim Card under the name of the Second Party for his use of a mobile phone subscription as member of the Sangguniang Panlungsod of Mandaluyong City, and that the Second Party shall pay any amount that may be determined to be due from him.

Section 3. Apology of the Second Party to the First Party. The Second Party humbly expresses profound regret at the circumstances which have brought the filing of the Subject Case by the First Party and hereby conveys his sincerest apologies for any inconvenience these may have caused the First Party. The Second Party further hereby expresses his gratitude and appreciation for the time he has worked with the First Party in the Sangguniang Barangay and wishes the First Party well in their future endeavors.

Section 4. Release, Waiver, and Quitclaim. Upon the execution of this Agreement, the Parties, their respective heirs, assigns, successors-in-interest, shall by these presents immediately and irrevocably release, remise, and forever discharge each other, and as the case may be, their heirs, assigns, successors-in-interest, partners, stockholders, officers, associates, agents, or employees, from any claim, action, suit, offense, collection for sum of money, damages, and demands, whatsoever, against each other, which in law or in equity they ever had, now have, or which they, their heirs, successors, and/or assigns hereinafter may have upon or by reason of any matter, cause, or thing involved in this Agreement up to the time of these presents, including but not limited to the Subject Case as well as any such proceedings before the Ad Hoc Committee or any such other court, tribunal, agency, or office, the intention being to completely and absolutely release each other, as well as their heirs, assigns, successors-in-interest, partners, stockholders, officers, associates, agents, or employees, from any and all liabilities arising wholly, partially, directly or indirectly as a result of the relevant factual antecedents involved in the Subject Case and any such other related matters or controversies as well as under any previous contract or agreement entered into by and between the Parties.

Subject to the Parties' compliance with any and all the terms and conditions of this Agreement, the Parties further warrant that they shall not institute any further claim or action and will not continue to prosecute any and all pending actions, if any, against each other.

Section 5. Permanent Bar against Pending and Future Suits. The Parties further warrant that they shall not institute any further claim or action and will not continue to prosecute the Subject Case as well as any and all pending actions, if any, against each other. Further, the Parties shall mutually desist from the prosecution and/or initiation of any and all or such other suits, claims or actions, civil, criminal, administrative or of any other nature, against each other or any and all of their assigns, heirs, successors-in-interest, partners, associates, agents, or employees, in relation to or

arising wholly, partially, directly and/or indirectly from the facts, circumstances, and causes of action subject of this Agreement upon the fulfillment of the parties' obligations herein. Upon full payment of the stipulated Consideration of this Agreement, this Agreement shall constitute an absolute and final bar to suit or suits or legal proceedings that may hereafter be prosecuted by the Parties, their heirs, assigns, successors-in-interest, agents or representatives, and all other persons acting for and on their behalf, or by anyone claiming by, through, or under them, against any and all persons or things released and for any matter or thing referred herein.

Section 6. Mutual Representations and Warranties.- The Parties represent and warrant in favor of each other that:

1. Each Party has full power, authority and legal right to execute, deliver and perform their respective obligations in this Agreement.
2. This Agreement constitutes a legal, valid, and binding obligations upon the Parties, enforceable in accordance with its terms.
3. The execution, delivery, and performance of this Agreement does not and will not violate any provision of, or result in, a breach of or constitute a default under any law, regulation, or judgment, or violate any contract binding upon either of them or any of their property.

Section 7. No Admission of Liability and Use Immunity. Nothing in this Agreement shall be construed as an admission of any matter, fact, condition, status, event or act, and neither party may use this Agreement, in whole or in part, as evidence by either party against the other in any action, suit, claim or proceeding whether administrative, civil, or criminal.

Section 8. Remedies in Case of Breach. The Parties agree that breach of any of the terms and conditions of this Agreement constitutes material breach of this Agreement by a party ("Breaching Party") and that irreparable damage will be caused to the non-breaching party ("Innocent Party") if the provisions of this Agreement are not performed in accordance with its terms or otherwise breached or violated.

If there is a violation, in whole or in part, of any provision of this Agreement, the Breaching Party is given ten (10) days from written notice/demand from the Innocent Party to cure said breach. Failure of the Breaching Party to cure said breach shall be deemed a material breach of this Agreement and shall be sufficient basis for the Innocent Party to file the appropriate suit before the appropriate court.

Section 9. Non-Waiver of Breach. - The failure of either Party to enforce the strict performance by the other of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver to any extent of the Party's right to assert or rely upon any provision of this Agreement or right in that or any other instance. Any waiver of breach shall not be construed to waive any succeeding breach of any provision of this Agreement. The Parties agree that any waiver of breach under this Agreement shall be in writing and signed by the Party executing the same.

Section 10. Binding effect. - This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective heirs,

assigns, successors-in-interest, partners, stockholdings, officers, associates, agents, or employees.

Section 11. **Governing Law.** - This Agreement shall be construed, interpreted, and implemented in accordance with the laws of the Republic of the Philippines to give effect to the Parties' intention to end any and all of their existing disputes.

Section 12. **Severability.** In the event that any one or more of the provisions of this Agreement be later declared invalid, illegal or unenforceable by any office, tribunal or court or competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be impaired or affected thereby.

Section 13. **Amendment.** - This Agreement shall not be modified, amended, or altered in any manner except upon mutual agreement of the Parties in writing and signed by the Parties hereto.

Section 14. **Venue.** - The Parties hereby agree that any legal action or proceeding arising out of or relating to this Agreement shall be instituted only in the proper court or Mandaluyong City to the exclusion of all other venues.

Section 15. **Entire Agreement.** - This Agreement embodies all the terms and conditions agreed upon between the Parties as to the subject matter of this Agreement and supersedes and cancels any and all prior or contemporaneous agreement, understandings, or representations, either written or oral, if any, between them with respect to the subject matter hereof, insofar as they may be inconsistent with the provisions therein.

Section 16. **Consent.** - The Parties confirm that the terms and conditions contained in this Agreement have been mutually agreed upon by them, with sufficient opportunity to negotiate the same, and without any act of force, fraud, undue influence, or intimidation. The Parties further confirm that they have consulted their respective legal counsel, and that they fully understand the nature and legal consequences of this Agreement. The Parties thus hereby accept the terms and conditions of this Agreement, freely and voluntarily, and agrees to faithfully abide therewith."

February 11, 2024, Mandaluyong City, Philippines.

(SGD)
MARGARITA O. TAN CLIMACO
Complainant

(SGD)
EATON JEFFRICH A. CANTOR
Respondent

(SGD)
ANA LOURDES P. LACSON
Complainant

(SGD)
MA. TERESA Y. PAJARITO
Complainant

(Abroad)
CRISTINA T. ABAYA
Complainant

(SGD)
CARLOS ALFREDO L. REYES
Complainant

(SGD)
MIGUEL ANGELO S. SILVERIO
Complainant

(SGD)
PATRICIA ANNE L. GOLDEN
Complainant

(SGD)
PHILIP B. ESCOLIN
Complainant

We resolve.

In the case of *St. Francis Plaza Corporation vs. Solco, et al.*,² the Supreme Court had the opportunity to define a compromise agreement and the concomitant provisions attached to the same, to wit:

"The Civil Code defines a compromise agreement as "a contract whereby the parties, by making reciprocal concessions, avoid a litigation or put an end to one already commenced." The parties, thus, "adjust their difficulties in the manner they have agreed upon, disregarding the possible gain in litigation and keeping in mind that such gain is balanced by the danger of losing." Relatively, for the compromise agreement to be binding upon the parties therein, it must have been executed by them."

Further, it is important for this Committee to emphasize that a judgment based on a compromise agreement is a judgment which embodies the agreement of the parties to "xxx *make reciprocal concessions in order to terminate a litigation already instituted*"³ and to "xxx *settle once and for all the issued involved.*"⁴

Lastly, "xxx *(t)he validity of the agreement is determined by compliance with the requisites and principles of contracts, not by when it was entered into. As provided by the law on contracts, a valid compromise must have the following elements: (1) the consent of the parties to the compromise, (2) an object certain that is the subject matter of the compromise, and (3) the cause of the obligation that is established.*"⁵

Considering that the foregoing Compromise Agreement reflects the voluntariness of the parties, and the terms thereof are not contrary to law, morals, good customs, and public policy, the same is hereby approved and adopted as the decision in this case. Further, as stipulated therein, in the event that any one or more of the provisions of the Agreement be later declared invalid, illegal, or unenforceable by any office, tribunal or court or competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be impaired or affected thereby.

WHEREFORE, judgment is hereby rendered in accordance with the terms of said Compromise Agreement, the same being **APPROVED**. The parties are enjoined to

² G.R. No. 248519, 17 March 2021.

³ Diaz Jr., et al. vs. Valenciano, Jr., et al., G.R. No. 209376, 06 December 2017.

⁴ Id.

⁵ Sps. Garcia vs. Sps. Soriano, G.R. No. 219431, 24 August 2020.

WHEREFORE, judgment is hereby rendered in accordance with the terms of said Compromise Agreement, the same being **APPROVED**. The parties are enjoined to comply strictly and in good faith with the terms and conditions set forth therein. Parties are reminded that violation of any and/or all of the conditions set forth in the subject Compromise Agreement shall be sufficient ground to cause the issuance of the necessary Writ of Execution. Further, this instant case is now deemed **CLOSED and TERMINATED**.

In compliance with the provisions of Ordinance No. 888, S-2022, this Judgment, along with the complete records of the instant case, is likewise **RECOMMENDED** for proper disposition of the Sangguniang Panlungsod of the City of Mandaluyong.

Parties are notified of this Order.

SO ORDERED.

February 11, 2024, Mandaluyong City, Philippines.


COUN. MICHAEL ERIC G. CUEJILO
Chairman


COUN. REGINALD S. ANTIJOJO
Vice Chairman

COUN. BENJAMIN A. ABALOS III
Member


COUN. ALEXANDER C. STA. MARIA
Member


COUN. LESLIE F. CRUZ
Member


COUN. FERNANDO S. OCAMPO
Member