Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

JOHANSEN WORLD GROUP CORPORATION and ANNA LIZA F. HERNANDEZ,
Petitioners,

- versus -

RENE MANUEL GONZALES III,
Respondent.

G.R. No. 198733

Present:

CARPIO, *J.*, Chairperson,
BRION,
DEL CASTILLO,
PEREZ, and
PERLAS-BERNABE, *JJ.*

Promulgated:
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DECISION

CARPIO, *J.*:

The Case

Before the Court is a petition for review on certiorari[1] assailing the 20 May 2011 Decision[2] and the 23 September 2011 Resolution[3] of the Court of Appeals in CA-G.R. SP No. 117758.

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1 Under Rule 45 of the 1997 Rules of Civil Procedure.

2 *Rollo*, pp. 36-49. Penned by Associate Justice Leoncia R. Dimagiba with Associate Justices Noel G. Tijam and Ramon R. Garcia, concurring.

3 Id. at 51-56.

The Antecedent Facts

We gathered the following facts from the assailed decision of the Court of Appeals.

Johansen World Group Corporation (JWGC) is a domestic corporation engaged in the manufacture and supply of antique adaptations furniture for local and foreign markets. Johansen Hernandez (Hans) is JWGC's President and CEO while his wife Anna Liza Hernandez (Liza) is its Executive Vice-President for Finance.

On 1 August 1997, Hans hired his former high school classmate, Rene Manuel Gonzales III (Gonzales) as JWGC's General Manager. At that time, Gonzales was working in the United States of America. Hans provided Gonzales with a compensation package that included a monthly salary of ₱50,000, medical insurance coverage, the use of company vehicle, gas allowance of ₱1,000 a week, and a company cellphone subsidy of ₱1,500. Gonzales also received a 3% commission on all sales personally made by him and a 1% overhead commission on all sales attributable to the sales group. Gonzales worked on a flexi-time basis of 40 to 48 hours from Monday to Saturday. His performance was subject to review four to six months from the date he was hired. When Gonzales became a regular employee, he received a ₱20,000 salary increase.

Gonzales alleged that during his tenure as JWGC's General Manager, he was able to put the company's operational and legal issues and problems, particularly its liquidity and administrative problems, in order. Gonzales claimed that under his term as General Manager, JWGC, a bankrupt business enterprise when he joined the company, began to flourish. Gonzales further alleged that with the concurrence of the spouses Hernandez, he closed

JWGC's showroom at Shangrila Mall where the company was spending a ₱200,000 monthly rental with minimal if not zero sales, thus improving JWGC's cash flow. Gonzales further alleged that JWGC increased its sales to ₱26 million in 2008 and ₱50 million in 2009, paid its debts, bought a new CnC machine worth US$30,000, participated in prestigious trade shows in Dubai, and locked in a US$750,000 contract in Monaco as well as a US$300,000 project. Gonzales claimed that JWGC had so much work that it even had to subcontract some of its work to MCGK and rent additional warehouse and open space.

Gonzales further alleged that he and his wife Margie became close to the spouses Hernandez. Liza would hitch a ride with him and confide with him. In 2008, Liza learned that he was engaged in a part-time job with Internet Service Corporation of Asia Philippines. The work required Gonzales to work via the internet in the evening but he assured Liza that it would not interfere with his work at JWGC. Gonzales alleged that on 25 July 2009, Margie, Liza and JWGC's former counsel, one Atty. Caedo, went out. Hans later joined the group. In the course of the conversation, Hans allegedly complained about Liza's limited time at home because of her work. Their companions took the cudgels for Liza and told Hans to allow her to work. Hans then vented his ire on Gonzales and told Margie that he was not satisfied with her husband's work. When Gonzales heard about the conversation, he refused to talk to Hans.

On 12 August 2009, Gonzales learned that Hans was on his way to the office. He left the office at around 3:00 p.m. and sent a text message to Liza that he could not face Hans yet. Liza responded that his work should not be affected by his feelings towards Hans. Gonzales responded with harsh words and called the spouses Hernandez "*gago.*" Liza was offended and refused to talk to Gonzales after the incident.

On 24 August 2009, Liza texted Gonzales to meet her at the Valle Verde Country Club at 2:00 p.m. Gonzales claimed that he went to meet Liza to find out why she was not going to the plant and not communicating with him. During their meeting, Liza told him that he had to resign by the end of the month because she needed a manager who would be in the office early, something which he could not do. Liza told Gonzales to stop reporting for work but promised that she would give what was due him. Gonzales asked Liza why she suddenly became concerned with his working hours instead of the results of his work. He told Liza that he would not resign but that she had to fire him. Gonzales then realized that Liza was actually firing him. That night, Gonzales had an internet chat with Liza and turned over to her the pending matters in the office, including shipment status and the negotiations for additional warehouse and office space. The next day, he sent a text message to Liza to inform her that he would send her his proposed work severance package. When he was about to send his proposal, he found out that he could no longer access his company e-mail. When he called up Liza, he learned that his company e-mail had been deleted and Liza created another e-mail in the name of her sister, Anna Barbara Fernandez, who was not connected with the company. On 26 August 2009, using his other e-mail, he sent Liza his proposed severance package of ₱783,489.17 plus commission of US$5,075.96. After that, Gonzales and Liza had an argument about the proposal. Nevertheless, he continued to communicate with Liza regarding work-related matters. Gonzales sent another text message to Liza to inform her that he would register the company car in his name. He was therefore surprised to learn that a carnapping charge had been filed against him before the National Bureau of Investigation, prompting him to immediately return the car to JWGC.

Liza had another version of the incidents. She alleged that she went out with Margie and Atty. Caedo on 8 August 2009. Liza claimed that Hans made the comment only after Margie asked him about her husband's performance at work. As regards the 24 August 2009 meeting, Liza allegedly informed Gonzales of his new work schedule from 9:00 a.m. to 5:00 p.m. to enable him to accomplish all the tasks assigned to him and to ensure that the deadlines set by clients were met. Gonzalez reacted violently to the new schedule and told her that as General Manager, he had the prerogative to come to the office and leave as he wished. Gonzales told Liza that if the company would insist on the new work schedule, it would have to terminate his services. Liza asked Gonzales if he wanted to resign but Gonzales insisted on being terminated from work. He told her that he would e-mail to her his severance package proposal.

Liza sent Gonzales two letters, both dated 27 August 2009, regarding the new work schedule but Gonzales found them premature and unfounded. JWGC and Liza (petitioners) then sent Gonzales a show-cause notice dated 14 September 2009 ordering him to explain his alleged misconduct, particularly: (1) his text message to Liza on 12 August 2009 where he called the spouses Hernandez "*gago*;" (2) his non-compliance with the directive to report for work from 9:00 a.m. to 5:00 p.m.; (3) his failure to report for work starting 25 August 2009 which resulted in his failure to perform his duties as General Manager; and (4) his lackluster performance as General Manager. An administrative hearing was scheduled on 21 September 2009 but it was later moved to 23 September 2009. In a letter dated 25 September 2009, petitioners sent a Notice of Termination to Gonzales informing him of their decision to terminate his services for serious misconduct or willful disobedience of the company's lawful orders or policies, gross and habitual neglect of duty, and breach of trust and confidence. Earlier however, or on 17 September 2009 and three days after receiving the show-cause notice,

Gonzales filed a complaint for illegal dismissal against petitioners. The case was docketed as NLRC Case No. RAB-IV-09-01197-09-RI.

The Decisions of the Labor Arbiter and the NLRC

In a Decision dated 5 April 2010,[4] the Labor Arbiter dismissed the complaint for illegal dismissal. The Labor Arbiter found that the option to resign that Liza gave to Gonzales on 24 August 2009 was an offer to give him a graceful exit with the company. The Labor Arbiter noted that petitioners gave Gonzales an opportunity to explain his alleged misconduct but he chose to file the illegal dismissal complaint prior to the investigation. However, the Labor Arbiter found that Gonzales was not paid, and should be entitled to, his proportionate 13th month pay for 2009. The dispositive portion of the Labor Arbiter's decision reads:

> WHEREFORE, premises considered, judgment is hereby rendered DISMISSING the instant complaint for illegal dismissal. The respondent corporation is, however, ordered to pay complainant his proportionate 13th month pay for the year 2009 in the sum of Fifty One Thousand Three Hundred Thirty Three [P]esos and [T]hirty Three Centavos (Php51,333.33).
>
> All other claims are hereby dismissed for lack of merit.
>
> SO ORDERED.[5]

Gonzales filed an appeal before the National Labor Relations Commission (NLRC) which was docketed as NLRC LAC No. 05-001195-10.

In a Decision promulgated on 29 June 2010,[6] the NLRC reversed the Labor Arbiter's decision. The NLRC ruled that Gonzales was illegally

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4 Id. at 335-355. Penned by Labor Arbiter Enrico Angelo C. Portillo.
5 Id. at 355.
6 Id. at 88-97. Penned by Commissioner Pablo C. Espiritu, Jr., concurred in by Presiding Commissioner Alex A. Lopez and Gregorio O. Bilog III.

dismissed from employment. The NLRC ruled that Liza made it clear during the 24 August 2009 meeting with Gonzales that she wanted him out of the company. The NLRC found that Hans sent Gonzales the change in work schedule on 27 August 2009, three days after the meeting with Liza, only as an afterthought. The NLRC ruled that the show-cause notice was done only because petitioners realized that they had to comply with due process in terminating Gonzales from work but it was done after his dismissal from employment was effected. However, in lieu of reinstatement, the NLRC ordered petitioners to pay Gonzales separation pay at the rate of one month salary for every year of service. The NLRC dismissed the claims for commission and damages prayed for by Gonzales. The dispositive portion of the NLRC decision reads:

> WHEREFORE, premises considered, the instant appeal is GRANTED. The decision appealed from is REVERSED and SET ASIDE, and [a new] one is issued ordering Johansen World Group Corporation and Anna Liza Hernandez to pay, jointly and severally, Rene Manuel Gonzales III the following:
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> 1. backwages computed from August 24, 2009 up to the promulgation of this Decision amounting to ₱770,000.00[;]
> 2. separation pay in the amount of ₱210,000.00;
> 3. 13th month pay for the year 2009 up to promulgation in the amount of ₱110,833.33.
>
> All other monetary claims are hereby dismissed for lack of merit.
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> SO ORDERED.[7]

Petitioners filed a motion for reconsideration. In its 14 December 2010 Resolution,[8] the NLRC denied the motion for reconsideration for lack of merit.

Petitioners filed a petition for certiorari before the Court of Appeals. The case was docketed as CA-G.R. SP No. 117758.

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7 Id. at 97.
8 Id. at 85-86.

The Decision of the Court of Appeals

In its 20 May 2011 Decision, the Court of Appeals denied the petition and affirmed the decision of the NLRC.

The Court of Appeals concurred with the factual findings of the NLRC that during the meeting of 24 August 2009, Liza had already set her mind to terminate Gonzales from employment and that the show-cause order was only an afterthought on the part of petitioners to cure their wrong action. The Court of Appeals ruled that the exchange of messages between Liza and Gonzales showed that the latter was actually trying to smoothly turn over work-related matters to the former. The Court of Appeals ruled that Gonzales would not turn over his responsibilities to Liza and e-mail her his proposed severance package if he believed that he was still connected with the company.

The Court of Appeals ruled that petitioners were not able to substantiate their claim of lackluster performance exhibited by Gonzales. The Court of Appeals noted that in the Review that Hans gave Gonzales, Hans indirectly admitted that the company was on the road to success and he praised Gonzales for creating a more professional atmosphere at work as well as for his adeptness in negotiations.

The Court of Appeals thus concluded that the NLRC did not commit grave abuse of discretion in reversing the Labor Arbiter's decision.

Petitioners filed a motion for reconsideration as well as a motion for inhibition on the ground that petitioners had reservations on the impartiality and objectivity of the *ponente*. In its 23 September 2011 Resolution, the Court of Appeals denied both motions for lack of merit.

Hence, the petition before this Court.

The Issues

Petitioners raise two issues in the case before us:

(1) Whether Gonzales was illegally dismissed from employment; and

(2) Whether Gonzales is entitled to the award of backwages, separation pay, and 13th month pay.

The Ruling of this Court

The petition has no merit.

Illegal Dismissal

Petitioners allege that Gonzales was validly terminated from employment for a just cause and for loss of trust and confidence. Petitioners allege that while Gonzales claimed that he was constructively dismissed, the NLRC and the Court of Appeals deviated from this allegation by finding that Gonzales was illegally dismissed from employment. Petitioners further allege that the Court of Appeals had no factual and legal basis in arriving at its conclusion.

We do not agree with petitioners.

As a general rule, this Court, not being a trier of facts, will not routinely undertake the re-examination of the evidence presented by the contending parties, in consonance with the rule that the findings of fact of the Court of Appeals are conclusive and binding on the Court.[9] Factual

[9] *Carlos v. Court of Appeals*, G.R. No. 168096, 28 August 2007, 531 SCRA 461.

findings of labor officials who are deemed to have acquired expertise in matters within their respective jurisdiction are likewise generally accorded not only respect, but even finality, as long as the findings are supported by substantial evidence.[10]

In this case, we find that the findings of fact of the NLRC and the Court of Appeals are in accord with the evidence on record.

Article 282 of the Labor Code provides for the just causes for termination of employment, as follows:

(a) serious misconduct or willful disobedience by the employee of the lawful orders of his employer or the latter's representative in connection with the employee's work;

(b) gross and habitual neglect by the employee of his duties;

(c) fraud or willful breach by the employee of the trust reposed in him by his employer or his duly authorized representative;

(d) commission of a crime or offense by the employee against the person of his employer or any immediate member of his family or his duly authorized representative; and

(e) other causes analogous to the foregoing.

Petitioners allege that the Court of Appeals erred in finding that at the time of the 24 August 2009 meeting, Liza already set her mind to terminate Gonzales from employment. Petitioners claim that the meeting was only for the purpose of apprising Gonzales of his new work schedule as demanded

[10] Id.

by JWGC to meet its business demands. Petitioners further allege that, assuming that it was Liza's intention to terminate Gonzales from employment, she had no authority to effect the dismissal without authority from JWGC's Board of Directors. Petitioners further allege that the response of Gonzales during the 24 August 2009 meeting amounted to willful disobedience, insubordination and misconduct that warranted his dismissal from employment. In addition, petitioners allege that his misconduct was aggravated when he called the spouses Hernandez "*gago*" in a text message. Petitioners further allege that Gonzales was a managerial employee and the loss of trust and confidence alone justified his dismissal from employment.

However, as found by the Court of Appeals, there was nothing in the records that would show that petitioners had issues against Gonzales before the 24 August 2009 meeting with Liza. If at all, the tension only started when Hans told Margie that he was not satisfied with the performance of Gonzales as General Manager, when Gonzales left the office when he learned Hans was coming over, and when he called the spouses Hernandez *"gago"* in a text message. The NLRC found credence in Gonzales' narration of what transpired during the 24 August 2009 meeting which showed that Liza already decided to terminate Gonzales from employment, thus:

> During the meeting at the Valle Verde Club on August 24, 2009, Liza was already decided to dismiss him when she told complainant, ***"Rene, this is not working, and this will never work. Kayo ni Hans may conflict, kami ni Hans may conflict. I just need a simple manager, that will be there early, I know you are not willing to do that."*** And when complainant asked Liza what he should do, Liza replied ***"You can resign, pwede naman up to the end of the month, wag ka na pumasok and we'll still pay you. You don't have to worry, we will give you what's due you. Yung laptop and car, no rush, anytime at your convenience."*** He answered Liza and told her "***Why should I resign? If you want me out, fire me,"*** to which Liza said, ***"Ok what should I write?"*** Complainant answered ***"You have to justify it."*** [11] (Emphasis in the original)

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[11] *Rollo*, p. 94.

At the outset, Liza already informed Gonzales that their employment relationship was not working and she made it clear that they wanted him out of the company. She even told him that he could stop reporting for work. Liza told Gonzales that they would give him what is due him and Gonzales, in an e-mail dated 26 August 2009, sent Liza his proposed severance package. Further, Gonzales found out the next day after the meeting that his company e-mail had been deleted. Thus, he started turning over his work, as indicated by the following incidents enumerated by the Court of Appeals:

> x x x [I]n a text message sent to Liza on August 24, 2009 at 3:11 pm, (after respondent was fired) respondent told her that he would tell Becky of MCGK, (the company that [JWGC] hired to subcontract some of [JWGC] projects), to communicate with her and that he had faxed to [JWGC] lawyer Atty. Caedo the lease contract and for Liza to take charge. He also forwarded to Liza the text he received from a certain Mau Abad about the lighting installation in the plant to be rented by JWGC. More telling is the e-mail message respondent sent to Liza telling her that he would e-mail his work severance proposal in a few days so that it would coincide exactly with the 30th day. On August 26, 2009, respondent sent via e-mail his computation of his severance pay.[12]

Gonzales started turning over his work and projects because he was eased out of the company. Further, as pointed out by the Court of Appeals, Gonzales would not send the work severance proposal if he was still connected with JWGC.

We also agree with the Court of Appeals that the allegation of lackluster performance of Gonzales to justify his termination from employment was not sufficiently established. The Court of Appeals found:

> Additionally, the petitioners were also unable to prove the alleged lackluster performance of respondent. We peruse the Review made by Hans on respondent's performance and saw nothing derogatory except for the purported importance given by respondent to big clients. In the last paragraph of page 1 of said Review, Hans even indirectly admitted that the company is on to road to success. He even praised respondent's effectiveness in creating a more professional atmosphere in the work place and his adeptness in negotiation – negotiations that brought thousands of

[12] Id. at 47.

dollars to the company coffer.

> The petitioners question the claim of respondent that JWGC flourished under his stewardship. The burden of proof lies not with respondent but with the petitioners as the financial statements and sales record of the company for 2008 and 2009 are in their possession and custody. They could have easily rebutted the claim of respondent by producing the said records but did not. Section 1(e) of [R]ule 131 of the 1997 Rules of Court provides *"that evidence willfully suppressed would be adverse if produced."*[13] (Emphasis in the original)

For misconduct to be a ground for dismissal of an employee, it must be serious in nature and in connection with the employee's work. Thus, the Court ruled:

> Misconduct has been defined as improper or wrong conduct. It is the transgression of some established and definite rule of action, a forbidden act, a dereliction of duty, willful in character, and implies wrongful intent and not mere error of judgment. The misconduct to be serious must be of such grave and aggravated character and not merely trivial and unimportant. Such misconduct, however serious, must nevertheless be in connection with the employee's work to constitute just cause for his separation.[14]

In order for serious misconduct to justify dismissal from employment under the law: (a) it must be serious; (b) it must relate to the performance of the employee's duties; and (c) it must show that the employee has become unfit to continue working for the employer.[15] For misconduct to be serious within the meaning and intendment of the law, the misconduct must be of such grave and aggravated character and not merely trivial and unimportant.[16]

The alleged misconduct of Gonzales, which was his failure to report for work on the new time schedule specified by petitioners, could not be considered a ground for his termination from employment. As discussed

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13 Id. at 47-48.

14 See *Baron v. National Labor Relations Commission*, G.R. No. 182299, 22 February 2010, 613 SCRA 351, 361.

15 *Blazer Car Marketing, Inc. v. Bulauan*, G.R. No. 181483, 9 March 2010, 614 SCRA 713.

16 Id.

earlier, Liza already dismissed Gonzales from employment in their 24 August 2009 meeting. The letter of Hans, dated 27 August 2009, and the show-cause notice, dated 14 September 2009, were belated attempts to comply with due process in effecting the dismissal of Gonzales from employment. Even the allegation that Gonzales called the spouses Hernandez *"gago"* was not sufficient to be considered as serious misconduct. The full text of the message sent by Gonzales to Liza reads: *"B[a]kit naman na affect? So [you] want to impress na na affect work? Ang lupit mo d[i]n. Wala na kong inisip kundi negosyo nyo sasabihan mo pa ko ng ganyan? Pareho pala kayong gago e."* It was obviously an outburst for what he perceived as unfair treatment he was receiving from petitioners rather than a willful and improper act that would constitute serious misconduct. Besides, the outburst was made after Gonzales was already terminated from employment.

Petitioners further assert that Gonzales was a managerial employee and that mere loss of trust and confidence justified his dismissal from employment.

This Court, ruling on this matter, held:

> x x x [A]s regards a managerial employee, the mere existence of a basis for believing that such employee has breached the trust of his employer would suffice for his dismissal. Hence, in the case of managerial employees, proof beyond reasonable doubt is not required, it being sufficient that there is some basis for such loss of confidence, such as when the employer has reasonable ground to believe that the employee concerned is responsible for the purported misconduct, and the nature of his participation therein renders him unworthy of the trust and confidence demanded of his position.
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> On the other hand, loss of trust and confidence as a ground of dismissal has never been intended to afford an occasion for abuse because of its subjective nature. It should not be used as a subterfuge for causes which are illegal, improper, and unjustified. It must be genuine, not a mere afterthought intended to justify an earlier action taken in bad faith. Let it not be forgotten that what is at stake is the means of livelihood, the name, and the reputation of the employee. To countenance an arbitrary exercise

> of that prerogative is to negate the employee's constitutional right to security of tenure.
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> Stated differently, the loss of trust and confidence must be based not on ordinary breach by the employee of the trust reposed in him by the employer, but, in the language of Article 282 (c) of the Labor Code, on willful breach. A breach is willful if it is done intentionally, knowingly and purposely, without justifiable excuse, as distinguished from an act done carelessly, thoughtlessly, heedlessly or inadvertently. It must rest on substantial grounds and not on the employer's arbitrariness, whims, caprices or suspicion; otherwise, the employee would eternally remain at the mercy of the employer. It should be genuine and not simulated; nor should it appear as a mere afterthought to justify earlier action taken in bad faith or a subterfuge for causes which are improper, illegal or unjustified. There must, therefore, be an actual breach of duty committed by the employee which must be established by substantial evidence. Moreover, the burden of proof required in labor cases must be amply discharged.[17]

The Court ruled that ordinary breach of trust and confidence will not suffice and that it must be willful.[18] The Court clarified that the breach is willful if it is done intentionally, knowingly, and purposely, without justifiable excuse, as distinguished from an act done carelessly, thoughtlessly, heedlessly or inadvertently.[19] The Court emphasized that the loss of trust must be founded on clearly established facts.[20]

In this case, the allegation of loss of trust and confidence was not supported by substantial evidence. Hence, we find no valid ground that will justify petitioners in terminating the services of Gonzales.

Award of Backwages and Separation Pay

The payment of separation pay in lieu of reinstatement is an accepted doctrine particularly if the employee no longer wish to be reinstated.[21] Thus:

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17 *Lima Land, Inc. v. Cuevas*, G.R. No. 169523, 16 June 2010, 621 SCRA 36, 46-48. Citations omitted.
18 See *Norsk Hydro (Phils.), Inc. v. Rosales, Jr.*, G.R. No. 162871, 31 January 2007, 513 SCRA 583.
19 Id.
20 Id.
21 *Golden Ace Builders v. Talde*, G.R. No. 187200, 5 May 2010, 620 SCRA 283.

> Under the *doctrine of strained relations*, the payment of separation pay is considered an acceptable alternative to reinstatement when the latter option is no longer desirable or viable. On one hand, such payment liberates the employee from what could be a highly oppressive work environment. On the other hand, it releases the employer from the grossly unpalatable obligation of maintaining in its employ a worker it could no longer trust.[22]

Petitioners allege that Gonzales, not having been illegally dismissed, is not entitled to the award of backwages and separation pay but only to the proportionate payment of his 13th month salary.

We have already established that Gonzales was illegally dismissed from employment. In his Comment[23] dated 21 February 2012, Gonzales called the attention of this Court that the parties have already reached a settlement for the judgment awarded to him. In an Acknowledgement[24] dated 20 October 2011, Gonzales acknowledged receipt of six checks with the total amount of ₱1,090,833.33 representing six tranches of payment for the satisfaction of the judgment in this case. Gonzales stated in the Acknowledgement that the amount "shall be deemed fully satisfied only upon my encashment of all the checks stated above."[25] The last check was dated 15 March 2012 and there is nothing in the records to show that any of the check was dishonored and that payment was not satisfied. In their Reply[26] dated 27 April 2012, petitioners also manifested that they have already paid in full the monetary award to Gonzales as contained in the 29 June 2010 NLRC Resolution and affirmed by the Court of Appeals in its 20 May 2011 Decision.

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22 Id. at 289-290.
23 *Rollo*, pp. 453-480.
24 Id. at 481.
25 Id.
26 Id. at 489-495.

WHEREFORE, we **DENY** the petition and **AFFIRM** the 20 May 2011 Decision and the 23 September 2011 Resolution of the Court of Appeals in CA-G.R. SP No. 117758.

SO ORDERED.

ANTONIO T. CARPIO
Associate Justice

WE CONCUR:

ARTURO D. BRION
Associate Justice

MARIANO C. DEL CASTILLO
Associate Justice

JOSE PORTUGAL PEREZ
Associate Justice

ESTELA M. PERLAS-BERNABE
Associate Justice

ATTESTATION

I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

ANTONIO T. CARPIO
Associate Justice
Chairperson

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

MARIA LOURDES P. A. SERENO
Chief Justice