



Republic of the Philippines
Supreme Court
 Manila

THIRD DIVISION

**PHILAM HOMEOWNERS
 ASSOCIATION, INC., and
 MARCIA CAGUIAT,**
Petitioners,

G.R. No. 209437

Present:

LEONEN, J.,
Chairperson,
 HERNANDO,
 INTING,
 DELOS SANTOS, and
 LOPEZ, J. Y., JJ.

- versus -

**SYLVIA DE LUNA and NENITA
 BUNDOC,**
Respondents.

Promulgated:

March 17, 2021

Mis+DCB-ff

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DECISION

HERNANDO, J.:

Petitioners Philam Homeowners Association, Inc. (PHAI) and Marcia Caguiat (Caguiat) filed this Petition for Review on Certiorari¹ assailing the February 21, 2013 Decision² of the Court of Appeals (CA) in CA-G.R. SP No. 117257 which affirmed with modification the July 26, 2010 Resolution³ of the National Labor Relations Commission (NLRC) in NLRC LAC No. 06-001367-10. The October 3, 2013 Resolution⁴ of the appellate court denied petitioner's motion for reconsideration.

The appellate court sustained the ruling of the labor tribunal that respondents were dismissed for cause with modification that PHAI must pay nominal damages to Nenita Bundoc (Bundoc) for PHAI's failure to comply

¹ *Rollo*, pp. 7-16.

² *Id.* at 18-29; penned by Associate Justice Edwin D. Sorongon and concurred in by Associate Justices Hakim S. Abdulwahid and Marlene Gonzales-Sison

³ *CA rollo*, pp. 26-31.

⁴ *Rollo*, pp. 31-33.

with procedural due process and to pay Sylvia De Luna (De Luna) her salary for 10 days which exceeded the mandatory 30-day preventive suspension.

The Antecedents:

PHAI is a non-stock, non-profit organization of the homeowners at Philam Homes, Quezon City; Caguiat was its President and Chief Executive Officer at the time of the termination of employment of respondents De Luna and Bundoc.⁵

De Luna's job as PHAI's Office Supervisor consisted of managing the reservations for rental facilities and accepting payments from clients, among others. Bundoc, as Cashier, performed the following duties and responsibilities: (a) receiving membership dues and other incomes; (b) preparing daily abstract of collections; (c) being in charge of petty cash fund; (d) making daily deposits of collections; and (e) preparing checks and other disbursements.⁶

During an audit of PHAI's books of accounts sometime in September 2008, several irregularities were discovered such as issuance of unauthorized official and provisional receipts, unrecorded and undeposited collections, and encashment of personal checks. The Investigating Committee disclosed that De Luna and Bundoc were involved in said fraudulent activities particularly in the disbursement of PHAI's funds, specifically:⁷

<u>Sylvia De Luna</u>			
1	P718,990.00	–	understatement in functions/events
2	P24,325.00	–	OR issued but unrecorded
3	P14,315.00	–	Provisional receipts issued but unrecorded
P757,630.00			

<u>Nenita Bundoc</u>			
1	P718,990.00	–	Joint liability with Sylvia De Luna
2	P107,990.00	–	Unrelated check deposits -estimated
3	P27,000.00	–	Unrecorded provision receipts
4	P10,650.00	–	Alteration in official receipts

⁵ Id. at 19.

⁶ Id.

⁷ Id. at 19-20.

5	P2,000.00	–	Damage deposit – Mike David
6	P4,000.00	–	Damage deposit – Charlotte delos Reyes
P870,630.00			

On January 20, 2009, De Luna and Bundoc participated in the probe before the investigating committee. During the audit process conducted by the independent auditor, Ellen Baquiran (Baquiran), Bundoc took a leave of absence for 30 days.⁸ On February 17, 2009, PHAI required an explanation from Bundoc regarding the issuance of unauthorized provisional receipts.⁹ However, as there was a standing instruction from Bundoc not to receive any correspondence from PHAI, the letter was sent through registered mail instead. PHAI then terminated the services of Bundoc on February 26, 2009.¹⁰

After submission of the final audit report by Baquiran, PHAI required De Luna and Bundoc to appear before the investigating committee and to explain the irregularities and anomalies as well as to account for the total amount misappropriated.¹¹ PHAI asserted that despite said opportunity given to De Luna and Bundoc, they still failed to participate and attend in the investigation.¹² Accordingly, on May 23, 2009, PHAI's Board of Directors issued a Memorandum addressed to De Luna demanding payment for the amount of P757,315.00, and informing her of her dismissal from service by reason of dishonesty, misappropriation and malversation of funds.¹³

This prompted De Luna and Bundoc to initiate separate complaints¹⁴ for illegal dismissal, underpayment and non-payment of wages, underpayment of retirement benefits, illegal suspension, attorney's fees and damages. Both contended that they were subjected to an investigation and were made to answer questions without the documents supporting the alleged irregularities they committed.¹⁵

Bundoc further asserted that her written statement was prepared without assistance of a counsel and that she was required to file a 30-day leave of absence. After its expiration, PHAI already dismissed her from service. On the other hand, De Luna recounted that her request to be furnished copies of the supporting documents in order to give an intelligent answer remained unheeded.

⁸ CA rollo, p. 75.

⁹ Id. at 116.

¹⁰ Id.

¹¹ Id. at 112.

¹² Id.

¹³ Id. at 113-114.

¹⁴ Id. at 70-73.

¹⁵ Id. at 74-77.

Similarly, after the final audit report was submitted, she was once again required to explain the anomalies, but PHAI still refused to give her the details of the final audit report. De Luna recalled that PHAI did not agree to conduct a formal hearing on the matter. She was put under preventive suspension for 15 days which was extended twice for 15 days each.¹⁶

PHAI asserted that De Luna and Bundoc were dismissed for just cause, particularly under Article 282 (c) of the Labor Code for fraud or willful breach of trust and confidence by an employee.¹⁷ They were likewise afforded due process before their services were terminated, and no force was employed in the execution of Bundoc's written statement or in the filing of leave of absence.¹⁸

Ruling of the Labor Arbiter:

The Arbiter, in an April 30, 2010 Decision,¹⁹ found that the termination of both De Luna and Bundoc was legal since it was based on a just cause, and that due process was observed.²⁰

First, the Arbiter held that respondents' issuance of official and provisional receipts and not recording them, as well as alteration of official receipts, among others, were irregularities in the performance of their duties as Office Supervisor and Cashier, resulting to PHAI's loss of confidence which is one of the just causes under the Labor Code. Since their positions are imbued with trust and confidence, it is sufficient that there is some basis for the loss of trust and confidence or that the employer had reasonable ground to believe that the erring employee's participation rendered him/her unworthy of the trust required by the position.²¹

Second, the Arbiter emphasized that a trial-type hearing is not at all times required as long as the parties were given the opportunity to be heard, as in the case of De Luna and Bundoc. The lack thereof does not make the dismissal flawed. Finally, the monetary claims were likewise denied due to insufficiency of evidence.²²

Aggrieved, De Luna and Bundoc appealed the case to the NLRC. They claimed that there was no clear and convincing evidence of the acts of

¹⁶ Id.

¹⁷ Id. at 116-117.

¹⁸ Id. at 108.

¹⁹ Id. at 35-45.

²⁰ Id. at 40-44.

²¹ Id.

²² Id. at 44-45.

dishonesty and misappropriation that would merit their dismissal; they also averred that they were not afforded due process before their termination.²³

Ruling of the NLRC:

In its Resolution²⁴ dated July 26, 2010, the NLRC affirmed *in toto* the findings of the Arbiter that De Luna and Bundoc held positions of trust and confidence, hence, they are expected to exercise greater fidelity, honesty and integrity in the performance of their duties. Further, the loss of trust and confidence as just cause for dismissal should relate to the performance of their duties. The NLRC relied on Baquiran's Affidavit and Exhibits "1" to "68" which clearly showcased the fraudulent acts and misappropriation committed by the respondents resulting in PHAI's loss of trust and confidence in them.²⁵

De Luna and Bundoc filed a Motion for Reconsideration which the NLRC likewise denied for lack of merit in its September 30, 2010 Resolution.²⁶

Hence, respondents filed a Petition for *Certiorari*²⁷ with the appellate court.

Ruling of the Court of Appeals:

The appellate court dismissed respondents' Petition in the challenged Decision.²⁸ It affirmed the ruling of the NLRC with modification as to the monetary award.²⁹ The appellate court found that respondents' dismissal were anchored on loss of trust and confidence hence, valid. It affirmed the finding that the positions of De Luna and Bundoc were imbued with trust and confidence as both handled PHAI's finances, transactions and expenditures. Respondents' acts of collecting but failing to deposit checks as well as altering provisional receipts sufficed as grounds for PHAI's loss trust and confidence, which is a just cause for termination.³⁰

With regard to the due process requirement and the matter of preventive suspension, the appellate court found that PHAI failed to comply with the procedural due process requirement as regards Bundoc. PHAI failed to present proof that it notified Bundoc and gave her the opportunity to be heard

²³ Id. at 46-58.

²⁴ Id. at 26-31.

²⁵ Id.

²⁶ Id. at 33-34.

²⁷ Id. at 3-24.

²⁸ *Rollo*, pp. 18-29.

²⁹ Id. at 28.

³⁰ Id. at 24-26.

and explain her side of the controversy. The letter informing Bundoc that she could no longer transact business on behalf of PHAI and that she had to turn over the keys of PHAI's properties did not constitute as notice of her infractions. This procedural misstep rendered PHAI liable to pay Bundoc P30,000.00 as nominal damages.³¹

Finally, with respect to De Luna's preventive suspension, the appellate court found that the same exceeded the allowable number of days and thus ordered PHAI to pay De Luna her salary, allowances and benefits corresponding to the 10 days since the period of her preventive suspension went beyond the mandated period of 30 days.³²

In sum, the appellate court decreed, in this wise:

WHEREFORE, the petition is **DENIED**. The assailed Resolutions of the NLRC dated July 26, 2010 and September 30, 2010 are hereby **AFFIRMED with MODIFICATIONS** as follows: Philam Homeowners Association, Inc. (PHAI) is hereby ordered to pay petitioner Sylvia De Luna her corresponding salary, allowances and other benefits from May 13, 2009 to May 23, 2009 or for a period of ten (10) days and to pay petitioner Nenita Bundoc the amount of Thirty Thousand Pesos (Php30,000.00) as and by way of nominal damages.

SO ORDERED.³³

PHAI and Caguiat filed a Motion for Reconsideration³⁴ and a Supplement to the Motion for Reconsideration.³⁵ However, it was denied by the appellate court in its October 3, 2013 Resolution.³⁶

Aggrieved by the appellate court's judgment, PHAI and Caguiat filed this Petition for Review on *Certiorari*³⁷ raising the issues, to wit:

VI. GROUNDS RELIED UPON FOR THE ALLOWANCE OF THE
HEREIN PETITION

1. THE COURT OF APPEALS ERRED IN MODIFYING THE DECISION OF THE NATIONAL LABOR RELATIONS COMMISSION (NLRC) BY FINDING THAT PETITIONER NENITA BUNDOC WAS DENIED THE DUE PROCESS OF LAW AND AWARDED HER NOMINAL DAMAGES IN THE AMOUNT OF P30,000.00.

³¹ Id. at 26-27.

³² Id. at 27-28.

³³ Id. at 28.

³⁴ CA *rollo*, pp. 198-201.

³⁵ Id. at 205-210.

³⁶ *Rollo*, pp. 31-33.

³⁷ Id. at 7-16.

2. THE COURT OF APPEALS ERRED IN MODIFYING THE DECISION OF THE NLRC BY FINDING THAT THE PREVENTIVE SUSPENSION OF PETITIONER SYLVIA DE LUNA WAS IN EXCESS OF 10 DAYS AND ORDERING THE PAYMENT THEREOF.

3. THE HON. COURT OF APPEALS EXCEEDED ITS APPELLATE JURISDICTION BY MAKING ITSELF A TRIER OF FACTS IN ITS REVIEW OF THIS CASE UNDER THE PETITION FOR CERTIORARI (RULE 65 OF THE RULES OF COURT) CONSIDERING THAT IT CAN DO SO ONLY WHEN THE FACTUAL FINDINGS OF THE LABOR ARBITER CONTRADICT OR ARE AT VARIANCE WITH THOSE OF THE NLRC.³⁸

Petitioners, in their Petition³⁹ and Reply,⁴⁰ argue that the appellate court can review the factual findings of the NLRC *via* Rule 65 of the Rules of Court only when there is a variance between the findings of the LA and the NLRC. Here, since the LA and the NLRC uniformly found that De Luna and Bundoc were afforded due process, the appellate court could no longer review, much less reverse or modify, this finding.⁴¹

Moreover, petitioners assert that the alleged 10-day excess in De Luna's preventive suspension was not raised as an issue before the LA and the NLRC, hence the same should not have been taken cognizance by the appellate court. They pray for the deletion of the award of nominal damages in favor of Bundoc, and the payment of De Luna's 10-day salary in excess of the 30-day preventive suspension.⁴²

In their Comment,⁴³ respondents claim that while the appellate court is not a trier of facts, there are certain exceptions such as when the findings are not supported by substantial evidence or when the conclusions reached were manifestly erroneous. They essentially argue that the conclusions of the Arbiter and the NLRC have no substantial evidence to support them, paving the way for the appellate court to rule in their favor to the extent of the modifications made.⁴⁴

All told, the issues presented before Us are the following: *first*, whether or not the appellate court exceeded its appellate jurisdiction by extending its review to the factual matters of the case; and *second*, whether or not the appellate court erred in modifying the NLRC Decision insofar as the award of nominal damages and payment of 10-day salary, allowances and benefits.

³⁸ Id. at 12.

³⁹ Id. at 7-16.

⁴⁰ Id. at 97-98.

⁴¹ Id. at 12.

⁴² Id. at 14.

⁴³ Id. at 73-76.

⁴⁴ Id. at 73-75.

Our Ruling

The Petition is bereft of merit.

In labor cases, the proper recourse from the adverse decision or final order of the NLRC is via a special civil action for *certiorari* under Rule 65 of the Rules of Court to the appellate court on the ground that the labor tribunal acted with grave abuse of discretion amounting to excess or lack of jurisdiction.⁴⁵ This judicial review presupposes that the NLRC's disposition of the case has already attained finality, and the appellate court is to ascertain whether it should reverse or modify the NLRC decision on the aforesaid exclusive ground.⁴⁶

From the CA, the labor suit is elevated to this Court⁴⁷ via a petition for review on *certiorari* pursuant to Rule 45 of the Rules of Court on pure questions of law; questions of fact may be entertained and reviewed only in exceptional circumstances.⁴⁸ When a labor case is brought to this Court for final review, We are confronted with a question of law, that is: has the CA correctly determined whether or not grave abuse of discretion attended the determination and resolution of the NLRC?

*Gabriel v. Petron Corporation*⁴⁹ instructs:

Specifically, we are limited to:

(1) Ascertaining the correctness of the CA's decision in finding the presence or absence of grave abuse of discretion. **This is done by examining, on the basis of the parties' presentations, whether the CA correctly determined that at the NLRC level, all the adduced pieces of evidence were considered; no evidence which**

⁴⁵ *Stanfilco v. Tequillo*, G.R. No. 209735, July 17, 2019, citing *St. Martin Funeral Home v. National Labor Relations Commission*, 356 Phil. 811, 823 (1998).

⁴⁶ *Philippine National Bank v. Gregorio*, 818 Phil. 321, 333 (2017).

⁴⁷ *Gabriel v. Petron Corporation*, 829 Phil. 454, 461 (2018).

⁴⁸ *Century Iron Works, Inc. v. Bañas*, 711 Phil. 576, 585 (2013), citing *New City Builders, Inc. v. NLRC*, 499 Phil. 207, 212-214 (2005): "x x x, the Supreme Court recognized several exceptions to this rule, to wit: (1) when the findings are grounded entirely on speculation, surmises or conjectures; (2) when the inference made is manifestly mistaken, absurd or impossible; (3) when there is grave abuse of discretion; (4) when the judgment is based on a misapprehension of facts; (5) when the findings of facts are conflicting; (6) when in making its findings the Court of Appeals went beyond the issues of the case, or its findings are contrary to the admissions of both the appellant and the appellee; (7) when the findings are contrary to the trial court; (8) when the findings are conclusions without citation of specific evidence on which they are based; (9) when the facts set forth in the petition as well as in the petitioner's main and reply briefs are not disputed by the respondent; (10) when the findings of fact are premised on the supposed absence of evidence and contradicted by the evidence on record; and (11) when the Court of Appeals manifestly overlooked certain relevant facts not disputed by the parties, which, if properly considered, would justify a different conclusion."

⁴⁹ *Supra* note 47 at 454 (2018).

should not have been considered was considered; and the evidence presented supports the NLRC's findings; and

(2) Deciding other jurisdictional error that attended the CA's interpretation or application of the law.⁵⁰ (Emphasis Supplied)

Thus, in resolving PHAI's petition, we must determine whether the CA properly assessed whether the labor tribunal acted with grave abuse of discretion amounting to lack or in excess of jurisdiction. In particular, We must resolve whether the appellate court properly modified the award of nominal damages in favor of Bundoc and ordered the payment of De Luna's 10-day salary, allowances and other benefits on the basis of its own factual and evidentiary findings of the case.

After a thorough review of the records, We find that the appellate court acted well within its prerogatives in modifying the award of nominal damages and ordering payment of De Luna's 10-day salary, allowances and other benefits.

Factual findings of the NLRC are accorded great respect, but the appellate court is not precluded from reviewing evidence alleged to be arbitrarily considered or otherwise disregarded by the former.

PHAI's contention that the appellate court went beyond its jurisdiction when it reviewed evidentiary matters and the factual findings of the NLRC must fail.

We recognize the expertise and authority of quasi-judicial bodies such as the NLRC in ascertaining matters specifically delegated to their jurisdiction. Similar to this Court's appreciation of a trial court's factual findings, the latter being in the best position to observe the demeanor and conduct of the witnesses, We regard and value the competence of the Labor Arbiters and the NLRC in resolving labor disputes. The NLRC's conclusions relating to questions of fact set forth in the case are accorded great weight and respect, and even clothed with finality and binding on this Court especially if they are supported by sufficient and substantial evidence.⁵¹

⁵⁰ Id. at 461-462, citing *Stanley Fine Furniture v. Gallano*, 748 Phil. 624, 637 (2014).

⁵¹ *Eastern Shipping Lines, Inc. v. Canja*, 771 Phil. 169, 176 (2015).

The CA, in its judicial review pursuant to Rules 65 of the Revised Rules of Court, is nonetheless empowered to examine the records and evaluate the pieces of evidence in order to confirm their materiality and significance, and to disregard the labor tribunal's factual findings whenever its conclusions were not substantiated by the evidence on record.⁵² Contrary to PHAI's assertion that the CA may only inquire into the factual findings whenever there is a variance between the findings of the LA and the NLRC, the CA may review evidence alleged to have been capriciously, whimsically and arbitrarily relied upon or disregarded in the following instances, *viz.*:

It is settled that in a special civil action for *certiorari* under Rule 65, the issues are limited to errors of jurisdiction or grave abuse of discretion. x x x.

x x x when the factual findings complained of are not supported by the evidence on record; when it is necessary to prevent a substantial wrong or to do substantial justice; when the findings of the NLRC contradict those of the LA; and when necessary to arrive at a just decision of the case. **To make this finding, the CA necessarily has to view the evidence if only to determine if the NLRC ruling had basis in evidence.**⁵³

The appellate court, in order to arrive at a just decision of the case, modified the NLRC's award of nominal damages in favor of Bundoc whose termination was tainted with procedural lapses on the part of PHAI, and ordered the payment of De Luna's 10-day salary, which corresponded to the number of days her preventive suspension exceeded the mandated 30 days. Hence, the CA was justified and acted well within its appellate jurisdiction in reviewing the facts, records and evidence of the case.

₱30,000.00 as nominal damages may be awarded when procedural due process was not afforded to a legally dismissed employee.

For a dismissal to be valid, it must comply with the substantive and the procedural due process.⁵⁴ An employee cannot be terminated without just or authorized cause. The twin-notice rule must be observed, and the erring employee must be given the opportunity to present his/her side of the controversy. *Distribution and Control Products, Inc. v. Santos*⁵⁵ expounded on the procedural due process, *viz.*:

⁵² *Paredes v. Feed the Children Philippines, Inc.*, 769 Phil. 418, 443 (2015).

⁵³ *Id.* at 434-435.

⁵⁴ *Slord Development Corporation v. Noya*, G.R. No. 232687, February 4, 2019.

⁵⁵ 813 Phil. 423, (2017).

As to whether or not respondent was afforded procedural due process, the settled rule is that in termination proceedings of employees, procedural due process consists of the twin requirements of notice and hearing. The employer must furnish the employee with two written notices before the termination of employment can be effected: (1) the first appraises the employee of the particular acts or omissions for which his dismissal is sought; and (2) the second informs the employee of the employer's decision to dismiss him. The requirement of a hearing is complied with as long as there was an opportunity to be heard, and not necessarily that an actual hearing was conducted.⁵⁶

The appellate court found that PHAI failed to prove that Bundoc was notified and given the chance to explain and to refute the accusations against her. Bundoc was not notified of the charges leveled against her or of her termination. This clearly amounted to a violation of Bundoc's right to procedural due process.

For PHAI's failure to accord due process in terminating her employment, Bundoc is entitled to nominal damages. The CA correctly awarded ₱30,000.00 in favor of Bundoc in line with the prevailing jurisprudence. When the dismissal is based on a just cause under Article 282 of the Labor Code, such as loss of trust and confidence, but the termination was procedurally infirm, the sanction against the employer for such a violation is tempered; hence, the award of ₱30,000.00 instead of ₱50,000.00 as nominal damages.⁵⁷ This is because the dismissal was initiated by an act imputable to the employee compared to when the dismissal was initiated by the employer through the enumerated authorized causes under the Labor Code, where the sanction is stiffer and the amount of nominal damages is higher.

When the employer extended the period of preventive suspension beyond 30 days, he is obliged to pay the wages and other benefits due to the employee.

With respect to the appellate court's order for PHAI to pay De Luna her salary for 10 days in excess of the mandatory 30-day preventive suspension, the controlling provision is Section 4, Rule XIV, Book V of the Omnibus Rules Implementing the Labor Code, which reads:

SEC. 9. *Period of suspension.* — No preventive suspension shall last longer than thirty (30) days. The employer shall thereafter reinstate the worker in his former or in a substantially equivalent position or the employer may extend the period of suspension provided that during the period of extension, he pays the wages and other benefits due to the

⁵⁶ Id. at 436.

⁵⁷ *Yellow Bus Line Employees Union v. Yellow Bus Line, Inc.*, 787 Phil. 219, 234 (2016).

worker. In such case, the worker shall not be bound to reimburse the amount paid to him during the extension if the employer decides, after completion of the hearing, to dismiss the worker. (Emphasis Supplied)

An employee may be preventively suspended while undergoing investigation for an alleged violation, in order for the investigation to run its course and to avert any possibility where the employee may cause harm or injury to the employer, its company or to his fellow employees.⁵⁸ When the 30 days expire, the employer should reinstate the employee by actual or payroll reinstatement.⁵⁹

Also, as explicitly provided under Section 4, Rule XIV, the employer must pay the corresponding wage of his employee if the preventive suspension had been extended beyond the 30-day period. In this case, the appellate court found that De Luna's preventive suspension lasted for 40 days. Even while the dismissal was valid, PHAI should have paid De Luna her salary for 10 days corresponding to the number of days in excess of the 30-day period of preventive suspension.

In fine, we hold that the appellate court acted within its jurisdiction in affirming the NLRC's judgment with modification as to the award of nominal damages in Bundoc's favor, and payment of De Luna's 10-day salary in excess of the mandated 30 days of preventive suspension.


To balance the interest of labor and capital, employees who occupy positions imbued with trust and confidence are reminded that they are expected to observe utmost integrity, honesty and loyalty in the performance of their duties and responsibilities. On the other hand, employers, in the exercise of their management prerogative, must strictly comply with the requirements of due process in imposing disciplinary sanctions and terminating the services of their employees.

WHEREFORE, the *Petition* is **DENIED.** The assailed February 21, 2013 *Decision* of the Court of Appeals in CA-G.R. SP No. 117257 is **AFFIRMED in toto.** Philam Homeowners Association, Inc. is **ORDERED to PAY** respondent Sylvia De Luna her corresponding salary, allowances and other benefits from May 13, 2009 to May 23, 2009 or for a period of ten (10) days and to pay respondent Nenita Bundoc the amount of ₱30,000.00 as nominal damages.

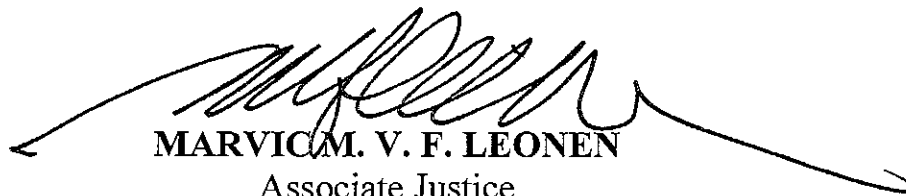
⁵⁸ *Maula v. Ximex Delivery Express, Inc.*, 804 Phil. 365, 388 (2017).


⁵⁹ *Mandapat v. Add Force Personnel Services, Inc.*, 638 Phil. 150, 157 (2010).

SO ORDERED.


RAMON PAUL L. HERNANDO
Associate Justice

WE CONCUR:


MARVIC M. V. F. LEONEN
Associate Justice
Chairperson

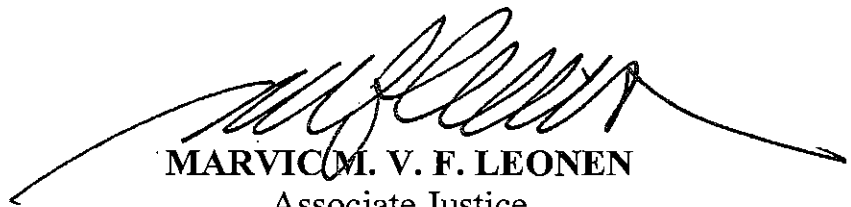

HENRI JEAN PAUL B. INTING
Associate Justice


EDGARDO L. DELOS SANTOS
Associate Justice


JHOSEP Y. LOPEZ
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.

**MARVIC M. V. F. LEONEN**

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.

**DIOSDADO M. PERALTA**

Chief Justice