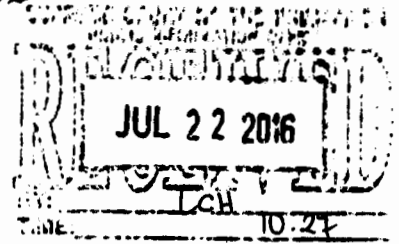




Republic of the Philippines
Supreme Court
 Manila

FIRST DIVISION



CENTURY PROPERTIES, G.R. No. 220978
INC.,

Petitioner, Present:

- versus -

EDWIN J. BABIANO and
EMMA B. CONCEPCION,
 Respondents.

SERENO, C.J.,*
 LEONARDO-DE CASTRO,
 Acting Chairperson,**
 BERSAMIN,
 PERLAS-BERNABE, and
 CAGUIOA, JJ.

Promulgated:

JUL 05 2016

X-----X

DECISION

PERLAS-BERNABE, J.:

Assailed in this petition for review on *certiorari*¹ are the Decision² dated April 8, 2015 and the Resolution³ dated October 12, 2015 of the Court of Appeals (CA) in CA-G.R. SP No. 132953, which affirmed with modification the Decision⁴ dated June 25, 2013 and the Resolution⁵ dated October 16, 2013 of the National Labor Relations Commission (NLRC) in NLRC LAC No. 05-001615-12, and ordered petitioner Century Properties, Inc. (CPI) to pay respondents Edwin J. Babiano (Babiano) and Emma B. Concepcion (Concepcion; collectively, respondents) unpaid commissions in the amounts of ₱889,932.42 and ₱591,953.05, respectively.

* On official leave.

** Per Special Order No. 2358 dated June 28, 2016.

¹ *Rollo*, pp. 10-32.

² *Id.* at 37-51. Penned by Associate Justice Florito S. Macalino with Associate Justices Mariflor P. Punzalan Castillo and Zenaida T. Galapate-Laguilles concurring.

³ *Id.* at 53-56.

⁴ *Id.* at 276-290. Penned by Commissioner Romeo L. Go with Presiding Commissioner Gerardo C. Nograles and Commissioner Perlita B. Velasco concurring.

⁵ *Id.* at 310-311.

The Facts

On October 2, 2002, Babiano was hired by CPI as Director of Sales, and was eventually⁶ appointed as Vice President for Sales effective September 1, 2007. As CPI's Vice President for Sales, Babiano was remunerated with, *inter alia*, the following benefits: (a) monthly salary of ₱70,000.00; (b) allowance of ₱50,000.00; and (c) 0.5% override commission for completed sales. His employment contract⁷ also contained a "Confidentiality of Documents and Non-Compete Clause"⁸ which, among others, barred him from disclosing confidential information, and from working in any business enterprise that is in direct competition with CPI "while [he is] employed and for a period of one year from date of resignation or termination from [CPI]." Should Babiano breach any of the terms thereof, his "forms of compensation, including commissions and incentives will be forfeited."⁹

During the same period, Concepcion was initially hired as Sales Agent by CPI and was eventually¹⁰ promoted as Project Director on September 1, 2007.¹¹ As such, she signed an employment agreement, denominated as "Contract of Agency for Project Director"¹² which provided, among others, that she would directly report to Babiano, and receive a monthly subsidy of ₱60,000.00, 0.5% commission, and cash incentives.¹³ On March 31, 2008, Concepcion executed a similar contract¹⁴ anew with CPI in which she would receive a monthly subsidy of ₱50,000.00, 0.5% commission, and cash incentives as per company policy. Notably, it was stipulated in both contracts that no employer-employee relationship exists between Concepcion and CPI.¹⁵

After receiving reports that Babiano provided a competitor with information regarding CPI's marketing strategies, spread false information regarding CPI and its projects, recruited CPI's personnel to join the competitor, and for being absent without official leave (AWOL) for five (5) days, CPI, through its Executive Vice President for Marketing and Development, Jose Marco R. Antonio (Antonio), sent Babiano a Notice to Explain¹⁶ on February 23, 2009 directing him to explain why he should not

⁶ Prior to his promotion as Vice President for Sales, Babiano was first promoted as Project Director in June 2006. See *id.* at 3 and 277.

⁷ Dated September 1, 2007. *Id.* at 76-79.

⁸ *Id.* at 78.

⁹ *Id.* See also *id.* at 38-39 and 277.

¹⁰ Prior to her promotion as Project Director, records show that Concepcion was first promoted as Sales Officer in June 2003, and as Sales Director in August 2006. See *id.* at 38 and 278.

¹¹ See *id.* at 38 and 279.

¹² *Id.* at 115.

¹³ *Id.*

¹⁴ *Id.* at 114.

¹⁵ See *id.* at 114 and 115.

¹⁶ *Id.* at 83.

be charged with disloyalty, conflict of interest, and breach of trust and confidence for his actuations.¹⁷

On February 25, 2009, Babiano tendered¹⁸ his resignation and revealed that he had been accepted as Vice President of First Global BYO Development Corporation (First Global), a competitor of CPI.¹⁹ On March 3, 2009, Babiano was served a Notice of Termination²⁰ for: (a) incurring AWOL; (b) violating the “Confidentiality of Documents and Non-Compete Clause” when he joined a competitor enterprise while still working for CPI and provided such competitor enterprise information regarding CPI’s marketing strategies; and (c) recruiting CPI personnel to join a competitor.²¹

On the other hand, Concepcion resigned as CPI’s Project Director through a letter²² dated February 23, 2009, effective immediately.

On August 8, 2011, respondents filed a complaint²³ for non-payment of commissions and damages against CPI and Antonio before the NLRC, docketed as NLRC Case No. NCR-08-12029-11, claiming that their repeated demands for the payment and release of their commissions remained unheeded.²⁴

For its part, CPI maintained²⁵ that Babiano is merely its agent tasked with selling its projects. Nonetheless, he was afforded due process in the termination of his employment which was based on just causes.²⁶ It also claimed to have validly withheld Babiano’s commissions, considering that they were deemed forfeited for violating the “Confidentiality of Documents and Non-Compete Clause.”²⁷ On Concepcion’s money claims, CPI asserted that the NLRC had no jurisdiction to hear the same because there was no employer-employee relations between them, and thus, she should have litigated the same in an ordinary civil action.²⁸

The LA Ruling

In a Decision²⁹ dated March 19, 2012, the Labor Arbiter (LA) ruled in CPI’s favor and, accordingly, dismissed the complaint for lack of merit.³⁰

¹⁷ See *id.* at 83 and 226-227.

¹⁸ See Letter dated February 25, 2009; *id.* at 361-362.

¹⁹ See *id.* at 39 and 130.

²⁰ *Id.* at 84.

²¹ *Id.* See also *id.* at 227.

²² *Id.* at 116.

²³ Not attached to the *rollo*.

²⁴ See *rollo*, p. 39. See also Position Paper dated November 19, 2011 filed by respondents; *id.* at 148.

²⁵ See CPI’s Position Paper dated November 28, 2011; *id.* at 118-144.

²⁶ See *id.* at 124.

²⁷ See *id.* at 125-130. See also *id.* at 40.

²⁸ See *id.* at 137-139. See also *id.* at 40.

²⁹ *Id.* at 220-237. Penned by LA Eduardo G. Magno.

³⁰ *Id.* at 237.

The LA found that: (a) Babiano's acts of providing information on CPI's marketing strategies to the competitor and spreading false information about CPI and its projects are blatant violations of the "Confidentiality of Documents and Non-Compete Clause" of his employment contract, thus, resulting in the forfeiture of his unpaid commissions in accordance with the same clause;³¹ and (b) it had no jurisdiction over Concepcion's money claim as she was not an employee but a mere agent of CPI, as clearly stipulated in her engagement contract with the latter.³²

Aggrieved, respondents appealed³³ to the NLRC.

The NLRC Ruling

In a Decision³⁴ dated June 25, 2013, the NLRC reversed and set aside the LA ruling, and entered a new one ordering CPI to pay Babiano and Concepcion the amounts of ₱685,211.76 and ₱470,754.62, respectively, representing their commissions from August 9, 2008 to August 8, 2011, as well as 10% attorney's fees of the total monetary awards.³⁵

While the NLRC initially concurred with the LA that Babiano's acts constituted just cause which would warrant the termination of his employment from CPI, it, however, ruled that the forfeiture of all earned commissions of Babiano under the "Confidentiality of Documents and Non-Compete Clause" is confiscatory and unreasonable and hence, contrary to law and public policy.³⁶ In this light, the NLRC held that CPI could not invoke such clause to avoid the payment of Babiano's commissions since he had already earned those monetary benefits and, thus, should have been released to him. However, the NLRC limited the grant of the money claims in light of Article 291 (now Article 306)³⁷ of the Labor Code which provides for a prescriptive period of three (3) years. Consequently, the NLRC awarded unpaid commissions only from August 9, 2008 to August 8, 2011 – *i.e.*, which was the date when the complaint was filed.³⁸ Meanwhile, contrary to the LA's finding, the NLRC ruled that Concepcion was CPI's employee, considering that CPI: (a) repeatedly hired and promoted her since 2002; (b) paid her wages despite referring to it as "subsidy"; and (c) exercised the power of dismissal and control over her.³⁹ Lastly, the NLRC granted respondents' claim for attorney's fees since they were forced to litigate and incurred expenses for the protection of their rights and interests.⁴⁰

³¹ See *id.* at 230-233.

³² See *id.* at 233-237.

³³ See Memorandum of Appeal dated April 18, 2012; *id.* at 238-246.

³⁴ *Id.* at 276-290.

³⁵ *Id.* at 289.

³⁶ *Id.* at 282.

³⁷ See Department of Labor and Employment Department Advisory No. 01, series of 2015, entitled "RENUMBERING THE LABOR CODE OF THE PHILIPPINES, AS AMENDED," approved on July 21, 2015.

³⁸ See *id.* at 282-284.

³⁹ See *id.* at 284-287.

⁴⁰ See *id.* at 288.

Respondents did not assail the NLRC findings. In contrast, only CPI moved for reconsideration,⁴¹ which the NLRC denied in a Resolution⁴² dated October 16, 2013. Aggrieved, CPI filed a petition for *certiorari*⁴³ before the CA.

The CA Ruling

In a Decision⁴⁴ dated April 8, 2015, the CA affirmed the NLRC ruling with modification increasing the award of unpaid commissions to Babiano and Concepcion in the amounts of ₱889,932.42 and ₱591,953.05, respectively, and imposing interest of six percent (6%) per annum on all monetary awards from the finality of its decision until fully paid.⁴⁵

The CA held that Babiano properly instituted his claim for unpaid commissions before the labor tribunals as it is a money claim arising from an employer-employee relationship with CPI. In this relation, the CA opined that CPI cannot withhold such unpaid commissions on the ground of Babiano's alleged breach of the "Confidentiality of Documents and Non-Compete Clause" integrated in the latter's employment contract, considering that such clause referred to acts done after the cessation of the employer-employee relationship or to the "post-employment" relations of the parties. Thus, any such supposed breach thereof is a civil law dispute that is best resolved by the regular courts and not by labor tribunals.⁴⁶

Similarly, the CA echoed the NLRC's finding that there exists an employer-employee relationship between Concepcion and CPI, because the latter exercised control over the performance of her duties as Project Director which is indicative of an employer-employee relationship. Necessarily therefore, CPI also exercised control over Concepcion's duties in recruiting, training, and developing directors of sales because she was supervised by Babiano in the performance of her functions. The CA likewise observed the presence of critical factors which were indicative of an employer-employee relationship with CPI, such as: (a) Concepcion's receipt of a monthly salary from CPI; and (b) that she performed tasks besides selling CPI properties. To add, the title of her contract which was referred to as "Contract of Agency for Project Director" was not binding and conclusive, considering that the characterization of the juridical relationship is essentially a matter of law that is for the courts to determine, and not the parties thereof. Moreover, the totality of evidence sustains a finding of employer-employee relationship between CPI and Concepcion.⁴⁷

⁴¹ See motion for reconsideration dated July 10, 2013; id. at 292-307.

⁴² Id. at 310-311.

⁴³ See Petition [with Extremely Urgent Application for Temporary Restraining Order and/or Preliminary Injunction dated November 27, 2013]; id. at 313-343.

⁴⁴ Id. at 37-51.

⁴⁵ See id. at 50.

⁴⁶ See id. at 44-47.

⁴⁷ See id. at 47-48.

Further, the CA held that despite the NLRC's proper application of the three (3)-year prescriptive period under Article 291 of the Labor Code, it nonetheless failed to include all of respondents' earned commissions during that time – *i.e.*, August 9, 2008 to August 8, 2011 – thus, necessitating the increase in award of unpaid commissions in respondents' favor.⁴⁸

Undaunted, CPI sought for reconsideration,⁴⁹ which was, however, denied in a Resolution⁵⁰ dated October 12, 2015; hence, this petition.

The Issue Before the Court

The core issue for the Court's resolution is whether or not the CA erred in denying CPI's petition for *certiorari*, thereby holding it liable for the unpaid commissions of respondents.

The Court's Ruling

The petition is partly meritorious.

I.

Article 1370 of the Civil Code provides that “[i]f the terms of a contract are clear and leave no doubt upon the intention of the contracting parties, the literal meaning of its stipulations shall control.”⁵¹ In *Norton Resources and Development Corporation v. All Asia Bank Corporation*,⁵² the Court had the opportunity to thoroughly discuss the said rule as follows:

The rule is that where the language of a contract is plain and unambiguous, its meaning should be determined without reference to extrinsic facts or aids. The intention of the parties must be gathered from that language, and from that language alone. **Stated differently, where the language of a written contract is clear and unambiguous, the contract must be taken to mean that which, on its face, it purports to mean, unless some good reason can be assigned to show that the words should be understood in a different sense.** Courts cannot make for the parties better or more equitable agreements than they themselves have been satisfied to make, or rewrite contracts because they operate harshly or inequitably as to one of the parties, or alter them for the benefit of one party and to the detriment of the other, or by construction, relieve one of the parties from the terms which he voluntarily consented to, or

⁴⁸ See *id.* at 46-47 (for Babiano) and 48-49 (for Concepcion).

⁴⁹ See motion for reconsideration [of the Decision dated 8 April 2015] dated May 14, 2015; *id.* at 58-74.

⁵⁰ *Id.* at 53-56.

⁵¹ *The Wellex Group, Inc. v. U-Land Airlines Co., Ltd.*, G.R. No. 167519, January 14, 2015, 745 SCRA 563, 601, citing *Norton Resources Dev't. Corp. v. All Asia Bank Corp.*, 620 Phil. 381, 388 (2009); further citation omitted.

⁵² *Id.*

impose on him those which he did not.⁵³ (Emphases and underscoring supplied)

Thus, in the interpretation of contracts, the Court must first determine whether a provision or stipulation therein is ambiguous. Absent any ambiguity, the provision on its face will be read as it is written and treated as the binding law of the parties to the contract.⁵⁴

In the case at bar, CPI primarily invoked the “Confidentiality of Documents and Non-Compete Clause” found in Babiano’s employment contract⁵⁵ to justify the forfeiture of his commissions, viz.:

Confidentiality of Documents and Non-Compete Clause

All records and documents of the company and all information pertaining to its business or affairs or that of its affiliated companies are confidential and no unauthorized disclosure or reproduction or the same will be made by you any time during or after your employment.

And in order to ensure strict compliance herewith, you shall not work for whatsoever capacity, either as an employee, agent or consultant with any person whose business is in direct competition with the company while you are employed and for a period of one year from date of resignation or termination from the company.

In the event the undersigned breaches any term of this contract, the undersigned agrees and acknowledges that damages may not be an adequate remedy and that in addition to any other remedies available to the Company at law or in equity, the Company is entitled to enforce its rights hereunder by way of injunction, restraining order or other relief to enjoin any breach or default of this contract.

The undersigned agrees to pay all costs, expenses and attorney’s fees incurred by the Company in connection with the enforcement of the obligations of the undersigned. The undersigned also agrees to pay the Company all profits, revenues and income or benefits derived by or accruing to the undersigned resulting from the undersigned’s breach of the obligations hereunder. This Agreement shall be binding upon the undersigned, all employees, agents, officers, directors, shareholders, partners and representatives of the undersigned and all heirs, successors and assigns of the foregoing.

Finally, if undersigned breaches any terms of this contract, forms of compensation including commissions and incentives will be forfeited.⁵⁶
(Emphases and underscoring supplied)

Verily, the foregoing clause is not only clear and unambiguous in stating that Babiano is barred to “work for whatsoever capacity x x x with

⁵³ Id. at 388-389; citations omitted.

⁵⁴ See *The Wellex Group, Inc. v. U-Land Airlines, Co., Ltd.*, supra note 51, at 601-602.

⁵⁵ *Rollo*, pp. 76-79.

⁵⁶ Id. at 78.

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any person whose business is in direct competition with [CPI] while [he is] employed and for a period of one year from date of [his] resignation or termination from the company,” it also expressly provided in no uncertain terms that should Babiano “[breach] any term of [the employment contract], forms of compensation including commissions and incentives will be forfeited.” Here, the contracting parties – namely Babiano on one side, and CPI as represented by its COO-Vertical, John Victor R. Antonio, and Director for Planning and Controls, Jose Carlo R. Antonio, on the other – indisputably wanted the said clause to be effective even during the existence of the employer-employee relationship between Babiano and CPI, thereby indicating their intention to be bound by such clause by affixing their respective signatures to the employment contract. More significantly, as CPI’s Vice President for Sales, Babiano held a highly sensitive and confidential managerial position as he “was tasked, among others, to guarantee the achievement of agreed sales targets for a project and to ensure that his team has a qualified and competent manpower resources by conducting recruitment activities, training sessions, sales rallies, motivational activities, and evaluation programs.”⁵⁷ Hence, to allow Babiano to freely move to direct competitors during and soon after his employment with CPI would make the latter’s trade secrets vulnerable to exposure, especially in a highly competitive marketing environment. As such, it is only reasonable that CPI and Babiano agree on such stipulation in the latter’s employment contract in order to afford a fair and reasonable protection to CPI.⁵⁸ Indubitably, obligations arising from contracts, including employment contracts, have the force of law between the contracting parties and should be complied with in good faith.⁵⁹ Corollary thereto, parties are bound by the stipulations, clauses, terms, and conditions they have agreed to, provided that these stipulations, clauses, terms, and conditions are not contrary to law, morals, public order or public policy,⁶⁰ as in this case.

Therefore, the CA erred in limiting the “Confidentiality of Documents and Non-Compete Clause” only to acts done after the cessation of the employer-employee relationship or to the “post-employment” relations of the parties. As clearly stipulated, the parties wanted to apply said clause during the pendency of Babiano’s employment, and CPI correctly invoked the same before the labor tribunals to resist the former’s claim for unpaid commissions on account of his breach of the said clause while the employer-employee relationship between them still subsisted. Hence, there is now a need to determine whether or not Babiano breached said clause while employed by CPI, which would then resolve the issue of his entitlement to his unpaid commissions.

⁵⁷ See *id.* at 38.

⁵⁸ See *Tiu v. Platinum Plans Phil., Inc.*, 545 Phil. 702, 709-710 (2007).

⁵⁹ *Global Resource for Outsourced Workers (GROW), Inc. v. Velasco*, 693 Phil 158, 168 (2012).

⁶⁰ See *Magsaysay Maritime Corporation v. Simbajon*, G.R. No. 203472, July 9, 2014, 729 SCRA 631, 642, citing *Wallem Maritime Services, Inc. v. Tanawan*, 693 Phil. 416, 426 (2012).

A judicious review of the records reveals that in his resignation letter⁶¹ dated February 25, 2009, Babiano categorically admitted to CPI Chairman Jose Antonio that on February 12, 2009, he sought employment from First Global, and five (5) days later, was admitted thereto as vice president. From the foregoing, it is evidently clear that when he sought and eventually accepted the said position with First Global, he was still employed by CPI as he has not formally resigned at that time. Irrefragably, this is a glaring violation of the “Confidentiality of Documents and Non-Compete Clause” in his employment contract with CPI, thus, justifying the forfeiture of his unpaid commissions.

II.

Anent the nature of Concepcion’s engagement, based on case law, the presence of the following elements evince the existence of an employer-employee relationship: (a) the power to hire, *i.e.*, the selection and engagement of the employee; (b) the payment of wages; (c) the power of dismissal; and (d) the employer’s power to control the employee’s conduct, or the so called “control test.” The control test is commonly regarded as the most important indicator of the presence or absence of an employer-employee relationship.⁶² Under this test, an employer-employee relationship exists where the person for whom the services are performed reserves the right to control not only the end achieved, but also the manner and means to be used in reaching that end.⁶³

Guided by these parameters, the Court finds that Concepcion was an employee of CPI considering that: (a) CPI continuously hired and promoted Concepcion from October 2002 until her resignation on February 23, 2009,⁶⁴ thus, showing that CPI exercised the power of selection and engagement over her person and that she performed functions that were necessary and desirable to the business of CPI; (b) the monthly “subsidy” and cash incentives that Concepcion was receiving from CPI are actually remuneration in the concept of wages as it was regularly given to her on a monthly basis without any qualification, save for the “complete submission of documents on what is a sale policy”;⁶⁵ (c) CPI had the power to discipline or even dismiss Concepcion as her engagement contract with CPI expressly conferred upon the latter “the right to discontinue [her] service anytime during the period of engagement should [she] fail to meet the performance standards,”⁶⁶ among others, and that CPI actually exercised such power to dismiss when it accepted and approved Concepcion’s resignation letter; and most importantly, (d) as aptly pointed out by the CA, CPI possessed the

⁶¹ *Rollo*, pp. 361-362.

⁶² See *South Davao Dev’t. Co., Inc. v. Gamo*, 605 Phil 604, 613 (2009).

⁶³ *Television and Production Exponents, Inc. v. Servaña*, 566 Phil. 564, 572 (2008).

⁶⁴ Prior to her promotion as Project Director, records show that Concepcion was first promoted as Sales Officer in June 2003, and as Sales Director in August 2006. See *rollo*, pp. 38 and 278.

⁶⁵ See *id.* at 114-115.

⁶⁶ *Id.*

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power of control over Concepcion because in the performance of her duties as Project Director – particularly in the conduct of recruitment activities, training sessions, and skills development of Sales Directors – she did not exercise independent discretion thereon, but was still subject to the direct supervision of CPI, acting through Babiano.⁶⁷

Besides, while the employment agreement of Concepcion was denominated as a “Contract of Agency for Project Director,” it should be stressed that the existence of employer-employee relations could not be negated by the mere expedient of repudiating it in a contract. In the case of *Insular Life Assurance Co., Ltd. v. NLRC*,⁶⁸ it was ruled that one’s employment status is defined and prescribed by law, and not by what the parties say it should be, *viz.*:

It is axiomatic that the existence of an employer-employee relationship cannot be negated by expressly repudiating it in the management contract and providing therein that the “employee” is an independent contractor when the terms of the agreement clearly show otherwise. **For, the employment status of a person is defined and prescribed by law and not by what the parties say it should be.** In determining the status of the management contract, the “four-fold test” on employment earlier mentioned has to be applied.⁶⁹ (Emphasis and underscoring supplied)

Therefore, the CA correctly ruled that since there exists an employer-employee relationship between Concepcion and CPI, the labor tribunals correctly assumed jurisdiction over her money claims.

III.

Finally, CPI contends that Concepcion’s failure to assail the NLRC ruling awarding her the amount of ₱470,754.62 representing unpaid commissions rendered the same final and binding upon her. As such, the CA erred in increasing her monetary award to ₱591,953.05.⁷⁰

The contention lacks merit.

As a general rule, a party who has not appealed cannot obtain any affirmative relief other than the one granted in the appealed decision. However, jurisprudence admits an exception to the said rule, such as when strict adherence thereto shall result in the impairment of the substantive

⁶⁷ See *id.* at 47-48 at 114-115.

⁶⁸ 350 Phil. 918 (1998).

⁶⁹ *Id.* at 926.

⁷⁰ *Rollo*, p. 28-30.

rights of the parties concerned. In *Global Resource for Outsourced Workers, Inc. v. Velasco*:⁷¹

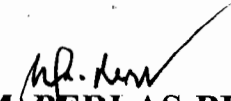
Indeed, a party who has failed to appeal from a judgment is deemed to have acquiesced to it and can no longer obtain from the appellate court any affirmative relief other than what was already granted under said judgment. However, when strict adherence to such technical rule will impair a substantive right, such as that of an illegally dismissed employee to monetary compensation as provided by law, then equity dictates that the Court set aside the rule to pave the way for a full and just adjudication of the case.⁷² (Emphasis and underscoring supplied)

In the present case, the CA aptly pointed out that the NLRC failed to account for all the unpaid commissions due to Concepcion for the period of August 9, 2008 to August 8, 2011.⁷³ Indeed, Concepcion's right to her earned commissions is a substantive right which cannot be impaired by an erroneous computation of what she really is entitled to. Hence, following the dictates of equity and in order to arrive at a complete and just resolution of the case, and avoid a piecemeal dispensation of justice over the same, the CA correctly recomputed Concepcion's unpaid commissions, notwithstanding her failure to seek a review of the NLRC's computation of the same.

In sum, the Court thus holds that the commissions of Babiano were properly forfeited for violating the "Confidentiality of Documents and Non-Compete Clause." On the other hand, CPI remains liable for the unpaid commissions of Concepcion in the sum of ₱591,953.05.

WHEREFORE, the petition is **PARTLY GRANTED**. The Decision dated April 8, 2015 and the Resolution dated October 12, 2015 of the Court of Appeals (CA) in CA-G.R. SP No. 132953 are hereby **MODIFIED** in that the commissions of respondent Edwin J. Babiano are deemed **FORFEITED**. The rest of the CA Decision stands.

SO ORDERED.


ESTELA M. PERLAS-BERNABE
Associate Justice

⁷¹ Supra note 59.

⁷² Id. at 167-168.

⁷³ *Rollo*, p. 48.

WE CONCUR:

On official leave
MARIA LOURDES P. A. SERENO
Chief Justice

Teresita Leonardo de Castro
TERESITA J. LEONARDO-DE CASTRO
Associate Justice
Acting Chairperson

Lucas P. Bersamin
LUCAS P. BERSAMIN
Associate Justice

Alfredo Benjamins S. Caguioa
ALFREDO BENJAMINS S. CAGUIOA
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.

Teresita Leonardo de Castro
TERESITA J. LEONARDO-DE CASTRO
Associate Justice
Acting Chairperson, First Division

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, and the Division Acting 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.

Antonio T. Carpio
ANTONIO T. CARPIO
Acting Chief Justice